



## **Approval Of Consent Items**

6. An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto [**THIRD READING**] [**PAGES 17-41**]

## **Report Of Development And Services Committee**

7. Curfew for Community Safety [**PAGES 42-76**]

## **Report Of Economic Development Committee**

8. a. Koyo Set Aside Grant [**PAGE 78**]
  - b. Authorizing the execution and delivery of a Purchase Agreement between the County and Deja Properties, LLC, to provide for the conveyance of certain property owned by and located in the County to Deja Properties, LLC and Thermal Technologies, Inc., and other matters related thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 79**]

## **Report Of Rules And Appointments Committee**

### **1. Notification Of Vacancies**

9. a. Airport Commission-1; there will be one vacancy on this commission: John Mark Dean (Neighborhood), February 3, 2013\*

\*Eligible for reappointment

- b. Board of Assessment Appeals-1; there will be one vacancy on this board: Chalon Shepard Headley, II, December 1, 2012\*

\*Eligible for reappointment

### **2. Notification Of Appointments**

10. a. Accommodations Tax Committee - 2 (Positions to be filled: 1-Lodging, and 1-Cultural)

No applications were received at this time.

- b. Board of Zoning Appeals -1 [**PAGES 82-83**]

One application was received from the following: Sheldon L. Cooke, Sr.\*

\*Eligible for reappointment

- c. Employee Grievance Committee -2

No applications were received for this committee

### 3. Discussion From Rules And Appointments Committee

11. Business Service Center Appeals Board-qualifications of recent appointments
12. Community Relations Council Appointments
13. If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants. The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a wast of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]
14. Dissolve the Richland County Appearance Commission and amend the Richland County Conservation Commission's responsibilities to include appearance. This motion is based on 1. overlapping areas of responsibilities under enabling ordinances for each Commission and the Richland County Strategic Plan, 2. availability of funding needed to support similar and/or duplicative projects and 3. difficulties maintaining membership in the Appearance Commission [PEARCE and MANNING][PAGES 88-89]

### Citizen's Input

15. Must Pertain to Items Not on the Agenda

### Executive Session

### Motion Period

16. a. I hereby move to instruct the County Administrator to direct County Staff to immediately implement a program to include existing unpaved roads currently held and maintained under prescriptive easement or similar trust by the County in efforts that lead to expedited eligibility, design and construction using Low Volume Traffic paving methods [WASHINGTON]
- b. Review the process of requiring costly blueprint and parking lot design for small businesses on existing property with change of use. If there are no structural changes and no increase in capacity the cost of reproducing blueprints should not be necessary. This is an effort to make the County more business friendly. [JACKSON]

### Adjournment



# Richland County Council Request of Action

**Subject**

Regular Session: January 8, 2013 [PAGES 4-12]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JANUARY 8, 2013 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.*

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### MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Julie Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush

**OTHERS PRESENT** – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Yanisse Adrian-Silva, John Hixon, Justine Jones, Stephany Snowden, Geo Price, Amelia Linder, Daniel Driggers, Nelson Lindsay, David Hoops, Dale Welch, Dwight Hanna, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:06 p.m.

### INVOCATION

The Invocation was given by the Honorable Kelvin E. Washington, Sr.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

### **ELECTION OF CHAIR**

Mr. Livingston moved, seconded by Mr. Manning, to nominate Mr. Washington for the position of Council Chair.

Mr. Pearce moved, seconded by Mr. Manning, to close the floor for nominations and appoint Mr. Washington to the position of Council Chair by acclamation. The vote was in favor.

### **ELECTION OF VICE CHAIR**

Mr. Jeter moved, seconded by Mr. Rose, to nominate Mr. Pearce for the position of Vice Chair.

Mr. Manning moved, seconded by Mr. Livingston, to close the floor for nominations and appoint Mr. Pearce to the position of Vice Chair by acclamation. The vote was in favor.

### **SELECTION OF SEATS**

Mr. Washington stated the next order of business was the selection of seats.

(The selection of seats was taken up by seniority and continued in alphabetical order.)

The seats were selected from left to right as follows:

1. Dixon
2. Malinowski
3. Jackson
4. Rose
5. Pearce
6. Washington
7. Livingston
8. Dickerson
9. Rush
10. Manning
11. Jeter

### **PRESENTATION OF RESOLUTION**

Mr. Washington presented a resolution honoring Dr. Louis Lynn to Michael Daniels, who appeared on Dr. Lynn's behalf.

### **APPROVAL OF MINUTES**

**Special Called: December 18, 2012** – Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

**Zoning Public Hearing: December 18, 2012** – Mr. Pearce moved, seconded by Mr. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.

#### **ADOPTION OF THE AGENDA**

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

#### **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS**

There were no items for Executive Session.

#### **CITIZENS' INPUT**

No one signed up to speak.

#### **REPORT OF THE COUNTY ADMINISTRATOR**

**Regional Recreation Complex Status Report** – This item was taken up in Executive Session.

**Recreation Commission Bond Issue** – Mr. McDonald stated discussions of additional options are ongoing with the Recreation Commission representatives. This is also an agenda item at the upcoming Council Retreat.

**Solid Waste Contract Changes** – Mr. McDonald stated that the changes approved by Council will be taking place at the beginning of February.

#### **REPORT OF THE CLERK OF COUNCIL**

No report was given.

#### **REPORT OF THE CHAIRMAN**

**Community Curfew Committee** – Mr. Manning moved, seconded by Mr. Jackson, to dissolve the committee. A discussion took place.

**POINT OF PERSONAL PRIVILEGE** – Mr. Manning welcomed the new Council members, Mr. Rush and Ms. Dixon.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized that Rep. Leon Howard was in the audience.

Mr. Rose made a substitute motion, seconded by Mr. Jeter, to direct the committee to meet and report back at the February 5<sup>th</sup> Council meeting.

Mr. Manning requested a friendly amendment that Mr. Jackson be appointed as Chair of the Community Curfew Committee.

Mr. Rose accepted the friendly amendment.

<b><u>For</u></b>	<b><u>Against</u></b>
Dixon	Malinowski
Rose	Jackson
Washington	Pearce
Jeter	Livingston
	Dickerson
	Rush
	Manning

The substitute motion failed.

The vote was in favor of dissolving the Community Curfew Committee.

**Telecommunications & Technology Advisory Committee Report** – Ms. Dickerson gave a brief report regarding the Telecommunications & Technology Advisory Committee.

#### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time position in the Clerk of Court** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets; as needed** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges; so as to increase the fees charged for towing and wrecker services** – Mr. Jim Crawford spoke in favor of this item.

#### APPROVAL OF CONSENT ITEM

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets, as needed [THIRD READING]**
- **An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the “County”) and Carolina Ceramics, LLC (the “Company”), whereby, under certain conditions, the**



**County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto [SECOND READING]**

- **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate the grant expenditure and transfer of \$138,121.33 of nonappropriated funds for programs in the Solicitor's and Sheriff's Office using said funds related to and from the Lending Tree settlement [SECOND READING]**
- **Richland County's Compliance with the PPACA (Patient Protection and Affordable Care Act) a.k.a. Health Care Reform**
- **Conservation Department: Reallocate Grant Funds**

Mr. Pearce moved, seconded by Mr. Livingston, to approve the consent item. The vote in favor was unanimous.

### THIRD READING

**An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a full-time position in the Clerk of Court** – Mr. Rush moved, seconded by Ms. Dickerson, to take this item up during the upcoming budget cycle. A discussion took place.

Mr. Pearce moved, seconded by Mr. Manning, to approve this item. The vote was in favor.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services** – Mr. Pearce moved, seconded by Mr. Manning, to approve this item. A discussion took place.

The vote was in favor.

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

### REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

**Video Streaming and Broadcasting of D&S Committee, A&F Committee, and Zoning Public Hearing Meetings** – Mr. Jackson moved, seconded by Mr. Rose, to approve this item.

**For**

Jackson  
Pearce  
Rose

**Against**

Dixon  
Malinowski  
Washington  
Livingston  
Dickerson  
Rush  
Manning  
Jeter

The motion to approve this item failed.

**REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

**An Ordinance Authorizing Easement Relocation Option Agreement between Richland County and Southland Log Homes [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the committee recommended deferral to the January 15<sup>th</sup> Council meeting. The vote in favor was unanimous.

**Northpoint Industrial Park Grading** – Mr. Livingston stated that the committee recommended allowing the County Administrator to enter into an agreement with the site contractor regarding the dirt removal and that the agreement will be brought back to Council at the January 15<sup>th</sup> Council meeting. A discussion took place.

The vote in favor was unanimous.

**OTHER ITEMS**

**Applications for the Transportation Penny Oversight should be provided to every Council member with enough time to review them and be prepared to vote on the appointments at a Council meeting date determined by Council [MALINOWSKI]** – Mr. Livingston moved, seconded by Mr. Malinowski, to approve the following motion: “The Clerk of Council’s Office will distribute, via email, the Transportation Penny Advisory Committee (TPAC) applications to Council no later than Wednesday, January 9<sup>th</sup>. If Council members prefer hard copies of the applications, please notify the Clerk’s Office ASAP. Hard copies will be mailed Friday, January 11<sup>th</sup> with your January 15<sup>th</sup> Council Agenda. Council is to review the applications, and submit their completed ballot to the Clerk of Council’s Office by Friday, January 25<sup>th</sup>. Staff will compile the results, and will present the information to Council at the February 5<sup>th</sup> Council meeting. If additional voting is required, it will occur at the February 5<sup>th</sup> Council meeting. Appointments from the various municipalities will also be presented to Council as information at the February 5<sup>th</sup> Council meeting.”

**CITIZEN’S INPUT**

No one signed up to speak.

## EXECUTIVE SESSION ITEMS

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**Council went into Executive Session at approximately 7:15 p.m. and came out at approximately 7:30 p.m.**  
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- a. **Regional Recreation Complex** – No action was taken.

### MOTION PERIOD

**Motion that staff work with Associated Asphalt to explore potential alternatives for the relocation of this company from its current location in the Rosewood Community [ROSE]**

– This item was referred to the Economic Development Committee.

**Amend Richland County's holiday schedule so that it matches the State's holiday schedule [WASHINGTON]** – This item was referred to the A&F Committee.

**That the expense account balances for County Council District 7 and 9 be adjusted by the transfer of funds from one account to the other in order that both accounts have a minimum balance of one half fiscal year funding [PEARCE]** – Mr. Pearce moved, seconded by Ms. Dickerson, to unanimously approve this item. A discussion took place.

The motion failed.

This item was referred to the A&F Committee.

### ADJOURNMENT

The meeting adjourned at approximately 7:36 p.m.

\_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

\_\_\_\_\_  
L. Gregory Pearce, Jr., Vice-Chair

\_\_\_\_\_  
Gwendolyn Davis Kennedy

\_\_\_\_\_  
Joyce Dickerson

\_\_\_\_\_  
Valerie Hutchinson

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Norman Jackson

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Damon Jeter

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Bill Malinowski

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Jim Manning

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Paul Livingston

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Seth Rose

The minutes were transcribed by Michelle M. Onley

# 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. Employee Grievance

# Richland County Council Request of Action

**Subject**

- a. REMINDER: 2013 Council Retreat, January 24 and 25
- b. Transportation Oversight Committee Update

# Richland County Council Request of Action

**Subject**

Goodwill Industries: Reintegration of Ex-Offenders Program [RExO] - Robin Ebert, Program Manager



# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto **[THIRD READING]**  
**[PAGES 17-41]**

## **Notes**

First Reading: November 20, 2012  
Second Reading: January 8, 2013  
Third Reading:  
Public Hearing: December 11, 2012

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CAROLINA CERAMICS, LLC (THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL ALLOW THE COMPANY TO CLAIM CERTAIN SPECIAL SOURCE CREDITS AGAINST THE FEE IN LIEU OF TAX PAYMENTS MADE WITH RESPECT TO THE COMPANY'S MANUFACTURING FACILITIES WITHIN THE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY PARK TO BE MADE AVAILABLE TO THE COMPANY, AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and facilitate the grant of special source credits, as hereinafter described; (iii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments pursuant to the Multi-County Park Act with respect to a project; and (iv) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and certain property used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Property"); and

WHEREAS, Carolina Ceramics, LLC, a South Carolina limited liability company, (the "Company") has made and continues to make substantial investment in connection with its brick manufacturing facilities in the County (the "Project") and anticipates that its investment will result in additional jobs at the Project in the next few years; and

WHEREAS, the County wishes to induce the Company to continue to invest and create jobs within the County by designating the Project site as part of a Multi-County Industrial Park and authorizing the Company to claim certain Special Source Credits against the FILOT payments made with respect to the Project; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the above-described incentives would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment and job creation by the Company, which contribute to the tax base and the economic welfare of the County and should be set forth in a Special Source Credit Agreement between the County and the Company (the “Incentive Agreement”); and

NOW, THEREFORE, BE IT ORDAINED, by the Council, as follows:

Section 1. The County makes the following findings and determinations:

(a) The investment and job creation by the Company within the County in connection with the Project will subserve the purposes of the Act; and

(c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

(d) The Project will give rise to no pecuniary liability of the County or incorporated municipality or charge against its general credit or taxing power; and

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the cost; and

(g) The Project will have a substantial public benefit.

Section 2. The County will diligently take all reasonable acts to insure that the Project site and all facilities comprising the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the Constitution of the State on terms which provide, for all jobs created at the Project any additional jobs creation tax credits afforded by laws of the State for projects located within multi-county industrial or business parks and which facilitate the Special Source Credits described in Section 3 hereof.

Section 3. As an incentive to induce the Company to continue to invest in, and create jobs at, the Project and as reimbursement for the Company’s investment in Special Source Property related to the Project, and subject to the requirements of the Special Source Act, the County agrees that the Company shall be entitled to claim Special Source Credits against each annual FILOT payment with respect to the Project as set forth in the Incentive Agreement approved by this Ordinance.

Section 4. The form, terms, and provisions of the Incentive Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if such Incentive Agreement were set out in this Ordinance in its entirety. The Chairperson of the

County Council, the County Administrator and the Clerk of the County Council, be and they are each hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Incentive Agreement in the name and on behalf of the County, individually or collectively according to the policies of the County Council, and thereupon to cause such Incentive Agreement to be delivered to the Company. The Incentive Agreement is to be in substantially the form approved by this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same after receipt of advice from counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Incentive Agreement now before this meeting.

Section 5. The Chairman of the Council, the County Administrator and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to execute any and all necessary or appropriate additional documents, agreements or instruments, and to do any and all other things necessary or proper, to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and, if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[End of Ordinance; execution page to follow.]

Enacted and approved this [15]<sup>th</sup> day of January, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chairman, County  
Council, Richland County, South Carolina

[SEAL]

ATTEST:

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

First Reading: November 20, 2012  
Public Hearing: December 11, 2012  
Second Reading: January 8, 2013  
Third Reading: January [15], 2013

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SPECIAL SOURCE CREDIT AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

CAROLINA CERAMICS, LLC

Dated as of January 1, 2013

## SPECIAL SOURCE CREDIT AGREEMENT

This SPECIAL SOURCE CREDIT AGREEMENT, dated as of January 1, 2013, (the "Agreement") between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, (the "County") and CAROLINA CERAMICS, LLC, a South Carolina limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Article VIII, Section 13 of the South Carolina Constitution and by the Code of Laws of South Carolina 1976, as amended through the date hereof, (the "Code"), particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 (the "Multi-County Park Act") and 4-1-175 thereof, which incorporates by reference Section 4-29-68 of the Code, (the "Special Source Act") (collectively, the "Act"): (i) to enter into agreements with certain investors to establish certain projects through which the economic development of the State of South Carolina (the "State") will be promoted; (ii) to permit investors to claim special source credits ("Special Source Credits") against fee in lieu of tax ("FILOT") payments made with respect to a project pursuant to the Multi-County Park Act to reimburse such investors for expenditures for infrastructure serving the County or the project and for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County ("Special Source Property"); and (iii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Multi-County Park") in order to afford certain enhanced income tax credits to certain investors and to facilitate the grant of any Special Source Credits; and

WHEREAS, the Company has made and continues to make substantial investment in connection with its brick manufacturing facilities in the County (the "Facility") and anticipates that such investment will result in additional jobs at the Facility in the next few years; and

WHEREAS, the County wishes to induce the Company to continue to invest and create jobs within the County and has included, or will include, the Project (as defined herein) in a Multi-County Park and authorized the Company to claim certain Special Source Credits against the FILOT payments made with respect to the Project; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company to set forth the terms and conditions relating to such Multi-County Park and Special Source Credit arrangements and, by Ordinance enacted by the Council on January 15, 2013, has approved the form, terms and conditions of this Agreement and the incentives described herein related to the Project;

NOW, THEREFORE, in consideration of the premises; the potential investment and jobs to be created, or caused to be created, by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01** Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Multi-County Park Act and the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorneys’ fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges by third parties to the incentives provided herein or suits brought by the Company under **Article VII** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company, an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, the Company.

“*Agreement*” shall mean this Special Source Credit Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean Carolina Ceramics, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of the Company’s assets under **Article V** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

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

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

“*Department*” shall mean the South Carolina Department of Revenue.



“*Event of Default*” shall mean an Event of Default, as set forth in **Article VII** hereof.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payments*” shall mean the FILOT payments to be made by the Company with respect to the Project which are equal to the *ad valorem* taxes that would be due on the Project as set forth in the Multi-County Park Act.

“*Land*” shall mean the land upon which the Project has been or will be located, acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time by the Company by written notice to the County.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Multi-County Park Agreement*” shall mean the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County South Carolina, as amended, supplemented, or modified through the date hereof and as such agreement may be further amended, supplemented, or replaced from time to time, in each case to include the Project.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean negotiated fee in lieu of tax payments adjusted by the County in accordance with the Negotiated FILOT Act pursuant to the Negotiated FILOT Agreement.

“*Negotiated FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Negotiated FILOT Agreement*” shall mean that certain Fee In Lieu Of Tax Agreement between the County and the Company dated as of September 1, 1999.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean (i) all buildings, structures, fixtures and other real property improvements constructed on the Land; and (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company, for use on or about the Land; provided that, for purposes of the Deficiency Credits described in Section 3.03(a)(i), “*Project*”

shall include such property only to the extent placed in service during the years 2008 through 2011, inclusive and, for purposes of the Annual Credits described in Section 3.03(a)(ii), “Project” shall include such property only to the extent placed in service during the years 2008 through 2010, inclusive.

“*Special Source Act*” shall mean Section 4-1-175 of the Code, as amended through the date hereof.

“*Special Source Credits*” shall mean the special source revenue credits described in **Article III** hereof.

“*Special Source Property*” shall mean, to the extent paid for by the Company, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Property shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power, rail and utility facilities serving the manufacturing facilities of the Company within the County, as well as the Land, the buildings, fixtures and other real property improvements on the Land comprising such manufacturing facilities of the Company, and any additions or improvements to any of the foregoing, whether paid for by the Company directly or through lease payments. Upon written election by the Company delivered to the County, the term “Special Source Property” shall include personal property, including machinery and equipment, comprising the Project.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Article VI** hereof.

**Section 1.02**      References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01**      Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and

delivery of this Agreement, the inclusion and maintenance of the Project in the Multi-County Park, the Special Source Credits authorized herein and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby. The County has obtained all consents and approvals required to consummate the transactions contemplated by this Agreement or the Multi-County Park Agreement including, without limitation, the approval by Fairfield County.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, 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, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

**Section 2.02**     Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The Company presently intends to operate the Project primarily for manufacturing and/or related activities.

(c) The agreements with the County with respect to the Special Source Credits and the Multi-County Park are factors in inducing the Company to locate the Project and other investment within the County and the State.

(d) To the best knowledge of the Company, 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, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

### ARTICLE III

#### COVENANTS OF COUNTY

**Section 3.01** Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments pursuant to the Project in accordance with the terms of the Multi-County Park Agreement and the Multi-County Park Act until this Agreement expires or is sooner terminated.

**Section 3.02** Manufacturer's Abatement. The County acknowledges that the five-year manufacturer's abatement is applicable to the Project pursuant to Section 12-37-220(7) of the Code.

**Section 3.03** Special Source Credits.

(a) The County, as an incentive to induce the Company to continue to invest in, and create jobs at, the Project, as reimbursement for investment in Special Source Property related to the Project and subject to the requirements of the Special Source Act, agrees that the Company shall be entitled to claim Special Source Credits against the FILOT Payments with respect to the Project, as follows:

(i) Subject to paragraph (iii) below, for the FILOT Payments with respect to the Project in 2013 for property tax years preceding 2012 ("Prior Tax Years"), which are anticipated to include 2010 and 2011, the Company is entitled to claim Special Source Credits (the "Deficiency Credit") in an amount equal to the difference between (x) the payments the Company actually made in such Prior Tax Years with respect to the Project on the understanding that such payments were Negotiated FILOT Payments and (y) the sum of the actual amounts of FILOT payments due on the Project for the Prior Tax Years (the "Deficiency Amount"). The Deficiency Amount does not include any penalties and interest assessed on the difference between (x) and (y) in this subsection (i)

The Company shall certify the actual Deficiency Credit in the form of **Exhibit B** attached hereto.

(ii) Subject to paragraph (iii) below, commencing with the FILOT Payment due with respect to property tax year 2012 and ending with the term of

the Negotiated FILOT Agreement, which is anticipated to be the FILOT Payment due January 15, 2029, the Company is entitled to claim Special Source Credits against each annual FILOT Payment (an “Annual Credit”) in an amount sufficient to reduce each annual FILOT Payment due on the Project to the equivalent of the Negotiated FILOT Payment that would have been due pursuant to Section 5.01 of the Negotiated FILOT Agreement had the Project been eligible for Negotiated FILOT Payments thereunder and under the Negotiated FILOT Act, adjusted, however, by using a millage rate of 394.6 (the “Adjusted FILOT Payments”).

In order to receive the Annual Credit, the Company shall, within thirty (30) days following receipt of the tax notice specifying the amount due as a FILOT Payment with respect to the Project or at such later time as may be acceptable to the County, submit an “Annual Credit Certification” in the form of **Exhibit C** attached hereto and made a part hereof (the “Annual Credit Certification”) pursuant to the instructions provided therein; provided, however, that failure to submit such Annual Credit Certification shall not be deemed to be an event of default under this Agreement. If the Annual Credit Certification is timely submitted as provided herein and the conditions set forth in **Exhibit C** have been met, the Annual Credit shall be reflected on each tax notice sent to the Company by reducing such FILOT Payment due by the amount set forth on the Annual Credit Certification. The parties may, by mutual agreement, provide for an alternate method of applying the Annual Credit.

(iii) Upon receipt of the tax certifications from the Department and tax notices from the County during 2013, the parties shall cooperate with each other to ensure that Special Source Credits for property tax year 2012 are appropriately calculated as either a Deficiency Credit or an annual Credit, as applicable depending upon the content of the tax certifications and notices, but that there is no duplication between the two calculations.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Property funded from time to time by the Company in connection with the Project.

(c) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE AN OBLIGATION PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

(d) To the extent the Company elects to use the Special Source Credits as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement, there shall also be due to the County for the two years immediately following the removal an amount equal to the FILOT Payment due on the personal property so removed in the year

of removal, subject to the following conditions:

- (i) To the extent that Special Source Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property.
- (ii) If personal property is removed from the Project but is replaced with qualifying Replacement Property, then the personal property will not be considered to have been removed from the Project.

**Section 3.04** Multi-County Park Designation. The County represents that the Project is located at a site which is presently within the Multi-County Park. The County will take all appropriate actions to insure that the Project will be included within the boundaries of the Multi-County Park and that the Project will remain within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which facilitate the Special Source Credits described in **Section 3.03** hereof.

**Section 3.05** Commensurate Benefits. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or the Multi-County Park Agreement or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts to implement alternative means of extending to the Company commensurate incentives so that the Company receives the intended benefits of this Agreement.

## ARTICLE IV

### COVENANTS OF COMPANY

**Section 4.01** Funding of Special Source Property. The Company hereby agrees to provide, or cause to be provided, all funding for the Special Source Property related to the Project. Subject to the provisions of the Special Source Act, all such funding shall be within the sole discretion of the Company.

**Section 4.02** Payment of Administration Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement or the Project, and, aside from attorneys' fees described below, the County anticipates no out of pocket expenses in

connection with the initial approval of this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Inducement Resolution, the Multi-County Park Agreement and all resolutions, ordinances, and other documentation related thereto at \$ \_\_\_\_\_ or less.

**Section 4.03** Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall, subject to the Act, use the Project and the Special Source Property as it deems fit for any lawful purpose.

**Section 4.04** Records and Reports. The Company will maintain such books and records as will permit the identification of the Project and as will support the SSRC Certifications provided pursuant to **Section 3.03** hereto. The Company shall prepare separate schedules with respect to the Project when filing its annual property tax returns to assist the County in calculating the FILOT Payment due on the Project. In addition, at the written request of the Administrator, Auditor, Assessor or Treasurer of the County, the Company shall, subject to the next succeeding paragraph, deliver to the requesting party copies of its annual property tax filings for the most recent three years.

Notwithstanding the foregoing and anything herein to the contrary, the Company may, by clear, written designation, conspicuously marked, designate with respect to any filings or other documents or information delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

## ARTICLE V

### THIRD PARTY ARRANGEMENTS

**Section 5.01** Conveyance of Liens and Interests; Assignment. The County agrees that each of the Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any of its Affiliates or operates such assets for the Company or any of its Affiliates or is leasing portion of the Project in question from the Company or any of its Affiliates. In order to preserve the Multi-County Park and Special Source Credits provided hereunder with respect to any portion of the Project so

transferred: (i) except in connection with any transfer to any Affiliate of the Company or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; and (ii) except when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company hereunder.

## ARTICLE VI

### TERM; TERMINATION

**Section 6.01** Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Special Source Credit is applied hereunder.

**Section 6.02** Termination.

(a) In addition to the rights of the County under **Article VII**, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or a portion of, the Project.

(b) If the Company ceases operation at the Facility, then this Agreement Automatically terminates and the Company is not entitled to claim Special Source Credits against the FILOT Payments due with respect to the Project.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.01** Events of Default by Company. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payment, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company



proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested in good faith the occurrence of such default.

**Section 7.02** Remedies on Event of Default by Company. Upon the occurrence of any Event of Default by the Company, the County may exercise any of the following remedies:

(c) terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(d) have access to and inspect, examine, and make copies of the books and records of the Company pertaining to the calculation of the Special Source Credits pursuant hereto as provided in **Article III** hereof;

(e) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder.

**Section 7.03** Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01** Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this 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 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.

**Section 8.02** Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

**Section 8.03** 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 sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or

to such other persons and places as may be designated in writing from time to time by such party.

(a) if to the County:

Richland County, South Carolina  
Attn: Richland County Administrator  
2020 Hampton Street  
Columbia, South Carolina 29202  
Fax: 803-576-2137  
Telephone: 803-576-2054

with a copy to (which shall not constitute notice):

Parker Poe Adams & Bernstein, LLP  
Attn: Ray E. Jones  
P.O. Box 1509  
Columbia, South Carolina 29202  
Fax: 803-253-8917  
Telephone: 803-253-8933

(b) if to the Company:

Michael W. Borden, President  
Carolina Ceramics, LLC  
9931 Two Notch Road  
Columbia, South Carolina 29223  
Fax: 803-736-5218  
Telephone: 803-788-1916

with a copy (which shall not constitute notice) to:

April C. Lucas, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
P. O. Drawer 2426 (29202)  
Columbia, South Carolina 29201  
Fax: 803-727-1462  
Telephone: 803-540-2035

**Section 8.04** Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

**Section 8.05** Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

**Section 8.06** Severability. In the event that any clause or provisions of this 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.

**Section 8.07** Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

**Section 8.08** Multiple Counterparts. This 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.

**Section 8.09** Amendments. This Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

**Section 8.10** Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 8.11** Further Proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Special Source Credit Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chairman  
County Council of Richland County, South Carolina

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Michelle M. Onley, Clerk  
County Council of Richland County, South Carolina

CAROLINA CERAMICS, LLC

By: \_\_\_\_\_  
Name: Michael W. Borden  
Title: President

**EXHIBIT A  
LEGAL DESCRIPTION**

**Special Source Credit Agreement between Richland County,  
South Carolina (the “County”) and Carolina Ceramics, LLC (the “Company”) dated as of  
January 1, 2013 (“Agreement”)**

All that certain piece, parcel, or tract of land, with any improvements thereon, situate, lying, and being in Richland County, South Carolina, near U.S. Highway 1 and Brickyard Road, containing 24.29 acres as shown on a plat prepared for MKB Acquisitions, LLC by Whitworth & Associates, Inc., dated April 28, 1997 and recorded in the Office of the Clerk of Court for Richland County on September 7, 1999 in Book 342 at Page 1069.

TMS No.: 22804-5-4, 22804-5-5, 22804-5-6

**EXHIBIT B**  
**DEFICIENCY CREDIT CERTIFICATION**  
**Property Tax Years 2010-2011**  
**(Payment Due 2013)**

Reference is made to that certain Special Source Credit Agreement dated as of January 1, 2013 (the "Agreement"), between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company") with respect to certain manufacturing facilities established by the Company within the County during the period 2008-2011, inclusive (the "Project"). Each capitalized term not defined in this Deficiency Credit Certification ("Certification") has the meaning contained in the Agreement.

The Certification should be addressed to each of the following parties:

To:

Richland County, South Carolina  
2020 Hampton Street  
Columbia, SC 29202  
Attn: Richland County Administrator  
and  
Richland County Auditor

With a copy to:

Parker Poe Adams & Bernstein, LLP  
P.O. Box 1509  
Columbia, SC 29202  
Attn: Ray E. Jones

In accordance with the terms of the Agreement, the undersigned authorized agent of the Company certifies to the County as follows:

1. The Company is entitled to claim a Deficiency Credit against its FILOT Payments due in 2013 with respect to the Project for Prior Tax Years in an amount equal to the Deficiency Amount.
2. The Company has previously made \$\_\_\_\_\_ in tax related payments with respect to the Project for the Prior Tax Years ("Paid FILOT Payment").
3. The Company has received a notice or notices from the Department of Revenue and/or the County (the "Tax Notices") stating that \$\_\_\_\_\_ is the amount of FILOT Payments which should have been paid with respect to the Project in the Prior Tax Years, exclusive of penalties and interest ("Required FILOT Payment").
4. The Deficiency Amount is equal to \$\_\_\_\_\_, which is the Required FILOT Payment less the Paid FILOT Payment.
5. The Deficiency Credit is \$\_\_\_\_\_, which is equal to the Deficiency Amount.
6. Except for amounts due for penalties and interest, if any, as shown on the Tax Notices, the Company's FILOT Payment due with respect to the Project in 2013 for Prior Tax Years is \$0.00.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, 20\_\_.

Carolina Ceramics, LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C**  
**ANNUAL CREDIT CERTIFICATION**  
**Property Tax Year 20\_\_ (Payment due January 15, 20\_\_)**

**THE CERTIFICATION MUST BE FILED WITH THE COUNTY WITHIN THIRTY DAYS OF RECEIPT OF THE COMPANY'S TAX NOTICE WITH RESPECT TO THE PROJECT**

To:

Richland County, South Carolina  
2020 Hampton Street  
Columbia, SC 29202  
Attn: Richland County Administrator  
and  
Richland County Auditor

With a copy to:

Parker Poe Adams & Bernstein, LLP  
P.O. Box 1509  
Columbia, SC 29202  
Attn: Ray E. Jones

Reference is made to that certain Special Source Credit Agreement dated as of January 1, 2013 (the "Agreement"), between Richland County, South Carolina (the County") and Carolina Ceramics, LLC (the "Company") with respect to certain manufacturing facilities established by the Company within the County during the period 2008-2010, inclusive (the "Project"). Each capitalized term not defined in this Annual Credit Certification ("Certification") has the meaning contained in the Agreement.

According to the Agreement, the undersigned authorized agent of the Company certifies:

1. The Company is entitled to claim an Annual Credit against the Company's FILOT Payment due in connection with the Project.
2. The amount of the Annual Credit is equal to the difference between (a) the Adjusted FILOT Payment that would be due on the Project and (b) the actual FILOT Payment payable in connection with the Project such that the net amount of the FILOT Payment payable by the Company with respect to the Project is equal to the Adjusted FILOT Payment that would be due on the Project.
3. The County has provided the Company with a tax notice for property tax year 20\_\_ which specifies that the FILOT Payment due with respect to the Project is \$\_\_\_\_\_ ("Current FILOT Payment").
4. The Adjusted FILOT Payment that would be due on the Project for property tax year 20\_\_ is calculated as follows:

The original cost basis of the Project as set forth on a separate schedule in its most recent property tax return is \$\_\_\_\_\_. The depreciated value of the Project as set forth on a separate schedule in its most recent property tax return is \$\_\_\_\_\_.

[Original Cost Basis of Project, Less Depreciation]

X

6%

X



394.6 mils

= Adjusted FILOT Payment that would be due on the Project.

5. The Annual Credit is equal to \$\_\_\_\_\_ which is the Current FILOT Payment less the Adjusted FILOT Payment. Accordingly, please reflect the Annual Credit on the Company's property tax invoices for property tax year 20\_\_.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, 20\_\_.

Carolina Ceramics, LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# Richland County Council Request of Action

## **Subject**

Curfew for Community Safety [**PAGES 42-76**]

## **Notes**

July 31, 2012 - This item was forwarded to the September 11, 2012 Council meeting without a recommendation. Staff is to provide Council with a copy of the City of Columbia's curfew ordinance as well as the proposed County curfew's legislative history, the draft County ordinance, and crime statistics provided by the Sheriff's Department.

September 11, 2012 - Council directed the Chair of Council to form an Ad Hoc Task Force comprised of individuals from the Sheriff's Department, restaurant owners, bar and lounge owners, and community groups / residents to formulate recommendations regarding this item. The Ad Hoc Task Force is to report its findings back to Council no later than December 31, 2012.

## Richland County Council Request for Action

Subject: Curfew for Community Safety

### A. Purpose

This request is, per Mr. Manning's motion, to consider a curfew as a means of bringing citizens and government together in an effort to make our neighborhoods and communities safer.

### B. Background / Discussion/Chronological History

The County has the authority to impose a curfew under its general police powers for the purpose of promoting the public welfare, security, health, and safety of its citizens. Additional legal guidance is available in accordance with the South Carolina Freedom of Information Act or as requested under separate attorney-client memorandum.

#### **Chronological History - as provided by Randy Cherry in County Administration**

**February 2, 2010 Council Meeting:** Motion Period: Council consider a curfew as a means of bringing citizens and government together in an effort to make our neighborhoods and community safer [Manning]. This matter was forwarded to D&S.

**Feb 23, 2010 D&S Committee:** The Committee deferred this item pending further clarification of legal issues raised regarding the proposed curfew. The vote in favor was unanimous.

**March 23, 2010 D&S Committee:** The Committee voted to defer this item pending Legal receiving additional clarification from councilmember Manning regarding what should be included in the language of the proposed curfew. The vote in favor was unanimous.

**April 27, 2010 and May 25, 2010 D&S Committee meetings:** The Committee deferred this item pending Legal meeting with Mr. Manning to discuss the specifics of the proposed curfew.

**June 2010- March 2012 D&S Committee:** In June 2010, Legal recommended that this item be moved to items pending analysis-no action required-in D&S committee. Legal indicated that Mr. Manning will discuss with the Sheriff's Department, as well as the City of Columbia, ways to enhance community safety. In March of 2012 Mr. Manning directed staff to keep this item on the Committee agenda pending a forthcoming draft ordinance from Legal.

**April 24, 2012 D&S Committee:** The item was held in committee in order for the committee to review the draft ordinance that was presented by the County's Legal department.

**May 22, 2012 D&S Committee:** The Committee held this item in committee and requested that the Sheriff's Department obtain data indicating how the ordinance will impact the County overall, not just district eight (8). The committee directed staff to provide this information to them by the July committee meeting. The committee also recommended that Council consider other alternatives regarding this item. The vote in favor was unanimous.

**June 26, 2012 D&S Committee:** The item was listed as an item pending analysis-no action required.

**July 31, 2012 D&S Committee:** This item was forwarded to the September 11, 2012 Council meeting without a recommendation. Staff is to provide Council with a copy of the City of Columbia's curfew ordinance as well as the proposed County curfew's legislative history, the draft County ordinance, and crime statistics provided by the Sheriff's Department **ACTION: ADMINISTRATION, LEGAL, SHERIFF, CLERK OF COUNCIL**

**Additional Comments provided by the County's Legal Department on 8/30/12:**

- Under the proposed County Ordinance, commercial establishments located within the unincorporated areas of District 8 of Richland County which allow for the on-premises consumption of beer, ale, porter and/or wine shall be prohibited from operating between the hours of 2:00 a.m. and 6:00 a.m. on Mondays through Saturdays. Any person who violates any provisions of this section shall be subject to the penalty provisions of section 1-8 of the Richland County Code of Ordinances.
- The proposed bar curfew ordinance is not different from the City of Columbia's bar curfew ordinance except that the City of Columbia has established a program; whereby, commercial establishments may apply for an exemption. The City of Columbia's bar curfew ordinance indicates the requirements of the exemption. Below is the language regarding the exemption and a few of the exemptions covered by the City of Columbia ordinance. The entire list of exemptions is contained in the City of Columbia ordinance (see attached).
  - Under a program established by the City Manager, commercial establishments that allow for the on-premises consumption of beer, ale, porter and/or wine may seek exemption to subsection (1) to operate after 2:00a.m. on Mondays through Saturdays, upon application and proof of business policies or practices that comply with the following:
    - The commercial establishment shall not allow any drinking contests or games, or contests involving disrobing, or "wet t-shirt", "Girls Gone Wild" or similar contests will be held or advertised at the commercial establishment unless the commercial establishment is licensed to operate as a sexually oriented business. No agent, employee or independent contractor for the commercial establishment will encourage or permit this prohibited behavior by the patrons, unless the business is licensed to operate as a sexually oriented business.
    - For those commercial establishments required to utilize security agency personnel to primarily exercise security functions, as defined by Section 40-18-20, et. seq, of the Code of Laws of South Carolina 1976, as amended from time to time, under subsection 3 such security agency shall be licensed by the State of South Carolina. The security agency shall also be licensed by the City of Columbia.
    - Upon City request, the commercial establishment will consult with the City of

Columbia Police Department and provide such security as is recommended by that Department that recognizes individual circumstances of the commercial establishment.

- The Legal Department identified Districts 1, 3, 4, 7, and 9 with numbers offenses committed equal or greater than the number of offenses reported in District 8. Of these districts, District 9 has expressed an interest in a curfew. Legal is in the process of researching whether a curfew would be supported in District 9.
- The Richland County Sheriff's Department has reviewed the proposed ordinance. It is Legal's understanding that it is the desire of the Sheriff's Department that the draft ordinance be implemented county-wide.

**The following documents are included with this ROA:**

- Draft Richland County Ordinance Regarding the consumption of alcoholic beverages in County Council District 8.
- City of Columbia Ordinance 2011-021
- Richland County Sheriff's Department Reported Offenses by County Council District 2009 to 2012 YTD
- Richland County Sheriff's Department Reported Offenses by County Council District 2009 to 2012 YTD between the hours of 2:00am and 7:00 am.

**C. Financial Impact**

None known.

**D. Alternatives**

1. Adopt a curfew.
2. Do not adopt a curfew.

**E. Recommendation**

Council discretion, keeping in mind, however, the legal consideration briefly outlined above.

Recommended by: Tish Garnett

Department: Legal Date: 08/22/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 8/30/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a policy decision for Council with no financial impact or funding request.

### **Sheriff Department**

Reviewed by: Steve Birnie

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

1. Regarding other possible alternatives to having a curfew: There are none at this time. The Sheriff wants to ensure equal application of the ordinance across the county so there is no confusion as to where and when this curfew is applied.

2. Regarding potential financial/other impacts to the Sheriff's Department: RCSD will enforce the curfew in the course of our current patrols. We will make adjustments as information is developed and establishments are identified who are uneducated to the requirement. Those who are unwilling to comply will be addressed accordingly. It is recommended the county provide notice to all establishments who dispense alcohol of the ordinance in advance of the effective date.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 9/5/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Left to Council's discretion; legal guidance is available upon further request and will be provided under separate cover.

### **Administration**

Reviewed by: Tony McDonald

Date: 9/5/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval based on input from the Sheriff's Department. Further recommend that, if approved, the ordinance be applied County-wide, as suggested by the Sheriff.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; BY THE ADDITION OF SECTION 18-7, "HOURS OF SALE RESTRICTED FOR COMMERCIAL ESTABLISHMENTS WHICH ALLOW FOR ON-PREMISES CONSUMPTION OF BEER, ALE, PORTER AND/OR WINE;" SO AS TO PROHIBIT THE OPERATION OF COMMERCIAL ESTABLISHMENTS LOCATED WITHIN DISTRICT 8 OF RICHLAND COUNTY WHICH ALLOW FOR THE ON-PREMISES CONSUMPTION OF SAID BEVERAGES AS DEFINED BETWEEN CERTAIN HOURS OF CERTAIN DAYS.

WHEREAS, Richland County Council (the "Council") is empowered to enact regulations that provide for the general health and welfare of its citizens; and

WHEREAS, the Council is concerned about the sale and consumption of alcoholic beverages in the late night and early morning hours, and the attendant health and safety problems which may arise; and

WHEREAS, the Council has determined that it is in the best interests of the County for the general health and welfare of the community that the on-premises sale and consumption of certain alcoholic beverages be restricted between the hours of 2:00 A.M. and 6:00 A.M. Mondays through Saturdays within District 8;

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; is hereby amended by the addition of Section 18-7, Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine to read as follows:

**Sec. 18-7. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine within District 8.**

(a) Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Beer, Ale, Porter and Wine* shall be defined for purposes of this section as stated in Section §61-4-10 of the Code of Laws of South Carolina 1976, as amended from time to time.

(b) Prohibition.

Commercial establishments located within the unincorporated areas of District 8 of Richland County which allow for the on-premises consumption of beer, ale, porter and/or wine shall be prohibited from operating between the hours of 2:00 A.M. and 6:00 A.M. on Mondays through Saturdays.

(c) Penalty.

Any person who violates any provision of this section shall be subject to the penalty provisions of section 1-8 of the Richland County Code of Ordinances.

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 Washington, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Michelle Onley  
Assistant Clerk of Council



RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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**ORDINANCE NO.: 2011- 021**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106 Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine*

BE IT ORDAINED by the Mayor and Council this 7th day of June, 2011, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 14, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106 Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine, are amended to read as follows:

**Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine.**

(a) The following definitions apply for the purposes of this section.

*Beer, ale, porter and wine* are defined as stated in Section 61-4-10 of the Code of Laws of South Carolina 1976, as amended from time to time.

*Commercial establishment* means any individual, firm, partnership, cooperative nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a commercial establishment in the absence of the principal.

*Incident* means credible evidence of any attempted or accomplished violation of any of the listed crimes, ordinances or codes in this section which is either documented or investigated by a law enforcement agency, fire marshal, license inspector or code enforcement officer or a conviction for a violation of the crimes, ordinances or codes in this section.

(1) Commercial establishments that allow for the on-premises consumption of beer, ale, porter and/or wine shall be prohibited from operating, selling or allowing consumption of beer, ale, porter or wine after 2:00 a.m. on Mondays through Saturdays.

(2) Under a program established by the City Manager, commercial establishments that allow for the on-premises consumption of beer, ale, porter and/or wine may seek exemption to subsection (1) to operate after 2:00 a.m. on Mondays through Saturdays, upon application and proof of business policies or practices that comply with the following:

a. The commercial establishment shall not allow any drinking contests or games, or contests involving disrobing, or "wet t-shirt", "Girls Gone Wild"™ or similar contests will be

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held or advertised at the commercial establishment unless the commercial establishment is licensed to operate as a sexually oriented business. No agent, employee or independent contractor for the commercial establishment will encourage or permit this prohibited behavior by the patrons, unless the business is licensed to operate as a sexually oriented business.

b. The commercial establishment shall establish a policy that (i) requires all floor managers, bartenders and wait staff to maintain certification in Serve Safe Alcohol, TIPS or Lexington Richland Alcohol & Drug Abuse Council's PREP training on determining when a customer is underage or apparently intoxicated or approved training as specified by the City of Columbia extended hours exemption permit program procedural guide; (ii) prohibits employees from service of alcohol to underage or apparently intoxicated customers; and (iii) requires the commercial establishment, its agents and employees to enforce a policy of refusing further alcohol service to customers at that point.

c. For those commercial establishments required to utilize security agency personnel to primarily exercise security functions, as defined by Section 40-18-20, et. seq, of the Code of Laws of South Carolina 1976, as amended from time to time, under subsection 3 such security agency shall be licensed by the State of South Carolina. The security agency shall also be licensed by the City of Columbia.

d. No alcohol consumption will be permitted in the parking lots under the control of the commercial establishment. No alcohol consumption will be permitted outside of any roofed, decked, café-style areas or encroachment areas authorized by Columbia City Council, nor shall any glass or metal containers of any kind shall be permitted to leave the roofed, decked, café-style areas of the commercial establishment or encroachment areas authorized by Columbia City Council. The commercial establishment will establish policies and security resources to assure compliance.

e. The commercial establishment must have in place and maintain current at all times all licenses and permits required by state or local law.

f. The commercial establishment must have in place and maintain current at all times liquor liability insurance and workers' compensation insurance. The commercial establishment shall provide the City proof of such insurance at the time of application for an exemption or at any other time the City may request.

g. Upon City request, the commercial establishment will consult with the City of Columbia Police Department and provide such security as is recommended by that Department that recognizes individual circumstances of the commercial establishment.

h. All commercial establishments seeking an exemption under this subsection shall complete an application provided by the Business License Division. Extended Operating Hours permits

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shall be issued for one calendar year or any portion thereof and shall expire on June 30. Applicants shall pay a nonrefundable application fee of \$50 (to be equally divided between the business license division and the police department) for each exemption or any renewal or reinstatement thereof. Applicants applying for reinstatement of a revoked exemption shall have a fire safety plan approved by the fire department and shall attend and complete the fire department's Nightclub Safety Seminar prior to reinstatement of the exemption, if any of the incidents resulting in the revocation were related to a violation of the fire code. Exempted commercial establishments shall receive an Extended Operating Hours permit which shall be conspicuously displayed at the entry way of the commercial establishment. Extended Operating Hours permits are not transferable. Extended Operating Hours permits shall be immediately removed upon revocation.

i. Any application for an initial, renewal or reinstatement of an exemption shall be denied if the application is incomplete or contains a misrepresentation, false or misleading statement or a material fact. If it is discovered that any application for an initial, renewal or reinstatement of an exemption was incomplete or contained a misrepresentation, false or misleading statement or a material fact after an exemption has been granted then the granted exemption shall be immediately revoked. The commercial establishment shall comply with subsection 1 for a period of twelve (12) months before applying for another exemption and must be incident free during the twelve (12) month period in order to apply.

j. The denial of an application or revocation of an exemption shall be subject to an appeal process developed by the City Manager.

(3) If the commercial establishment is not the victim of the incident, but shall have on the premises under its control, within the permit period and at any time the commercial establishment is open for business, attempted or accomplished robberies or larcenies, breaches of the peace, drug offenses, assaults, public nuisances, violations related to unlawful service of alcohol to minors or to already intoxicated persons or violations of the fire code related to occupancy loads and exits on the premises, hereinafter collectively "incidents", then:

For a second (2nd) incident of the first two (2) incidents within the permit period and at any time the commercial establishment is open for business the commercial establishment shall employ security agency personnel on a ratio of 1 to per 100 occupancy based on the permitted load occupancy rounded up to the next 100 within 30 days of notice. Failure to provide the required security within 30 days of notice shall result in the immediate revocation of the exemption and permit, and the commercial establishment shall comply with subsection 1 for a period of twelve (12) months before applying for another exemption and must be incident free during the twelve (12) month period in order to apply.

For a third (3rd) incident within the permit period and at any time the commercial establishment is open for business, then the granted exemption shall be immediately

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revoked and the commercial establishment shall comply with subsection 1 for a period of three (3) months before applying for another exemption. The commercial establishment must be incident free during the revocation period in order to reapply for reinstatement of its exemption. In the event of an incident during the revocation period, the commercial establishment shall comply with subsection 1 for a period of twelve (12) months before applying for another exemption and must be incident free during the twelve (12) month period in order to apply.

For a fourth (4<sup>th</sup>) incident within the permit period and at any time the commercial establishment is open for business, then the granted exemption shall be immediately revoked and the commercial establishment shall comply with subsection 1 for a period of twelve (12) months before applying for another exemption and must be incident free during the twelve (12) month period in order to apply.

(4) For subsection 3, the issue of business accountability for incident occurrence shall be subject to an appeal process developed by the City Manager.

(5) Police officers, fire marshals, license inspectors and/or code enforcement officers shall have the authority to administer the provisions of this section as to business accountability for incidence occurrence, proof of compliance, permit violations and revocation.


This ordinance shall be effective as of July 1, 2011.

Requested by:

Hospitality Zone Task Force \_\_\_\_\_

  
MAYOR

Approved by:   
City Manager

Approved as to form:   
City Attorney

ATTEST:  
  
City Clerk

Introduced: 4/26/2011  
Final Reading: 6/7/2011

# Richland County Sheriff's Department

## Reported Offenses by County Council District

CY2009, CY2010, CY2011, and 2012YTD

***Please note the following when referencing data in the attached tables:***

- Crime numbers are dynamic and are subject to change daily.
- Data in these tables is current through July 10, 2012.
- This data reflects the number of reported offenses by crime type, not the number of incident reports, the number of victims, or the number of calls for service.
- County council districts vary in area and population and comparisons between districts are not feasible.
- Only offenses reported to the Richland County Sheriff's Department are included in this data. Crime in municipalities is not included.
- For the tables referencing crime between 2:01 AM and 7:00 AM, only offenses with a midpoint time (average of start time and end time) between 2:01 AM and 7:00 AM are included.

***Crime type specific notes:***

- Criminal offenses reported to the Richland County Sheriff's Department are coded according to SCIBRS (South Carolina Incident Based Reporting System) offense codes.
  - According to SCIBRS:
    - All Other Larceny: All thefts which do not fit any of the definitions of other larceny subcategories.
    - All Other Offenses: All criminal offenses that are not Group A offenses and are not specifically included in any other Group B offense category.
- Non-criminal offenses reported to the Richland County Sheriff's Department are coded using in-house codes.
  - According to in-house codes:
    - Other, Civil: All non-criminal civil offenses.
    - Other, Domestic: All non-criminal domestic offenses.
    - Other, Insurance: All non-criminal insurance-related offenses.
    - All Other Responses: All other non-criminal offenses.

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**  
 County Council District 1: Bill Malinowski

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	48	45	45	33	171
ALL OTHER LARCENY	91	110	120	64	385
ALL OTHER OFFENSES	41	49	54	29	173
ALL OTHER RESPONSES	32	43	51	30	156
ARSON	2	2	2	2	8
ASSISTING OTHER AGENCIES	16	22	28	12	78
BREACH OF TRUST	3	2	2	1	8
BRIBERY	0	0	1	0	1
BURGLARY	65	71	61	38	235
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	3	1	0	1	5
DISORDERLY CONDUCT	15	14	15	4	48
DRIVING UNDER THE INFLUENCE	2	3	2	4	11
DRUG EQUIPMENT VIOLATIONS	10	17	13	4	44
DRUG/NARCOTIC VIOLATIONS	35	43	51	22	151
DRUNKENNESS	1	1	0	1	3
EMBEZZLEMENT	3	1	0	1	5
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	25	27	15	14	81
FAMILY OFFENSES (NON-VIOLENT)	44	39	32	15	130
FORCIBLE FONDLING	8	8	4	3	23
FORCIBLE RAPE	3	5	4	1	13
FORCIBLE SODOMY	3	1	0	1	5
FORGERY/COUNTERFEITING	7	11	10	3	31
FRAUD CREDIT CARD/ATM	13	28	34	15	90
IMPERSONATION	13	7	11	8	39
INCORRIGIBLE	5	9	8	11	33
INDECENT EXPOSURE	0	0	1	0	1
INTIMIDATION	37	33	31	20	121
KIDNAPPING/ABDUCTION	1	3	1	3	8
LIQUOR LAW VIOLATION	5	4	7	1	17
MISSING PERSON	16	8	7	9	40
MOTOR VEHICLE THEFT	23	17	18	11	69
MURDER	0	0	1	1	2
OBSCENE/HARASSING PHONE CALLS	67	69	62	33	231
OTHER, CIVIL	11	20	22	9	62
OTHER, DOMESTIC	10	8	15	9	42
PEEPING TOM	2	0	0	0	2
PORNOGRAPHY/OBSCENE MATERIAL	1	2	0	0	3
RESISTING ARREST	0	1	1	0	2
ROBBERY	4	3	4	3	14
RUNAWAY	27	22	17	16	82
SEXUAL ASSAULT W/ OBJECT	0	0	0	1	1
SHOPLIFTING	8	2	2	3	15
SIMPLE ASSAULT	61	63	75	43	242
STATUTORY RAPE	1	1	1	0	3
STOLEN PROPERTY OFFENSES	0	3	0	1	4
SUICIDE	2	4	2	4	12
SUSPICIOUS FIRES	1	5	2	0	8
THEFT FROM BUILDINGS	16	11	8	9	44
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	0	0	1	1
THEFT FROM MOTOR VEHICLE	187	123	116	32	458
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	18	21	16	3	58
TRAFFIC	29	14	22	5	70
TRESPASSING	11	12	9	5	37
VANDALISM	132	140	120	56	448
WEAPON LAW VIOLATIONS	3	12	7	1	23
WIRE FRAUD	5	8	3	2	18
<b>TOTAL</b>	<b>1166</b>	<b>1168</b>	<b>1133</b>	<b>598</b>	<b>4065</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

**Richland County Sheriff's Department**

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD

County Council District 2: Joyce Dickerson

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	211	220	208	105	744
ALL OTHER LARCENY	332	353	337	186	1208
ALL OTHER OFFENSES	106	169	169	76	520
ALL OTHER RESPONSES	123	111	141	81	456
ARSON	4	7	4	2	17
ASSISTING OTHER AGENCIES	152	170	144	53	519
ASSISTING/PROMOTING PROSTITUTION	0	0	1	0	1
BREACH OF TRUST	7	10	7	7	31
BURGLARY	373	418	365	199	1355
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	1	1	1	2	5
CURFEW/LOITERING/AGRANCY VIOLATIONS	2	1	3	2	8
DISORDERLY CONDUCT	77	66	84	37	264
DRIVING UNDER THE INFLUENCE	12	18	7	0	37
DRUG EQUIPMENT VIOLATIONS	60	47	62	33	202
DRUG/NARCOTIC VIOLATIONS	353	315	322	164	1154
DRUNKENESS	2	5	2	2	11
EMBEZZLEMENT	10	15	14	1	40
EXTORTION/BLACKMAIL	2	2	1	0	5
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	114	96	94	45	349
FAMILY OFFENSES (NON-VIOLENT)	86	69	66	25	246
FORCIBLE FONDLING	13	15	19	15	62
FORCIBLE RAPE	13	13	15	12	53
FORCIBLE SODOMY	3	8	3	1	15
FORGERY/COUNTERFEITING	48	51	44	18	161
FRAUD CHECK	2	2	2	1	7
FRAUD CREDIT CARD/ATM	33	68	70	39	210
GAMBLING EQUIPMENT VIOLATION	0	1	0	0	1
IMPERSONATION	42	28	33	17	120
INCORRIGIBLE	19	19	15	20	73
INDECENT EXPOSURE	4	1	5	3	13
INTIMIDATION	106	112	97	44	359
KIDNAPPING/ABDUCTION	11	6	8	8	33
LIQUOR LAW VIOLATION	22	29	15	9	75
MISSING PERSON	45	27	28	16	116
MOTOR VEHICLE THEFT	161	128	168	86	543
MURDER	2	1	2	0	5
OBSCENE/HARASSING PHONE CALLS	156	179	211	71	617
OPERATING/PROMOTING/ASSISTING GAMBLING	0	0	1	0	1
OTHER, CIVIL	43	48	52	22	165
OTHER, DOMESTIC	20	16	34	17	87
OTHER, INSURANCE	5	7	9	1	22
PEEPING TOM	2	0	1	0	3
POCKET PICKING	1	0	1	0	2
PORNOGRAPHY/OBSCENE MATERIAL	3	0	1	0	4
PROSTITUTION	3	0	0	0	3
PROWLER	0	1	1	0	2
PURSE SNATCHING	1	1	0	0	2
RESISTING ARREST	7	6	6	4	23
ROBBERY	50	47	55	33	185
RUNAWAY	51	57	59	34	201
SEXUAL ASSAULT W/ OBJECT	0	2	1	0	3
SHOPLIFTING	80	59	87	33	259
SIMPLE ASSAULT	332	270	276	129	1007
STATUTORY RAPE	3	1	2	2	8
STOLEN PROPERTY OFFENSES	20	34	12	7	73
SUICIDE	4	2	5	3	14
SUSPICIOUS FIRES	5	5	6	8	24
THEFT FROM BUILDINGS	22	25	18	12	77
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	3	4	2	0	9
THEFT FROM MOTOR VEHICLE	243	159	166	84	652
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	94	90	104	42	330
TRAFFIC	259	257	143	65	724
TRESPASSING	36	33	51	17	137
TRUANCY	0	0	1	0	1
VANDALISM	484	425	400	216	1525
WEAPON LAW VIOLATIONS	33	56	50	22	161
WIRE FRAUD	5	6	1	2	14
<b>TOTAL</b>	<b>4516</b>	<b>4392</b>	<b>4312</b>	<b>2133</b>	<b>15353</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.



**Richland County Sheriff's Department**

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD  
County Council District 3: Damon Jeter

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	193	212	176	96	677
ALL OTHER LARCENY	238	258	338	158	992
ALL OTHER OFFENSES	145	172	166	49	532
ALL OTHER RESPONSES	156	157	173	97	583
ARSON	4	8	2	1	15
ASSISTING OTHER AGENCIES	175	192	152	80	599
ASSISTING/PROMOTING PROSTITUTION	1	0	0	1	2
BETTING/WAGERING	1	0	1	0	2
BREACH OF TRUST	7	11	9	5	32
BURGLARY	192	273	256	125	846
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	1	1	0	0	2
CURFEW/LOITERING/VAGRANCY VIOLATIONS	30	22	10	6	68
DISORDERLY CONDUCT	78	63	63	35	239
DRIVING UNDER THE INFLUENCE	12	9	11	7	39
DRUG EQUIPMENT VIOLATIONS	67	49	44	19	179
DRUG/NARCOTIC VIOLATIONS	408	362	269	122	1161
DRUNKENNESS	21	9	7	4	41
EMBEZZLEMENT	28	15	16	4	63
EXTORTION/BLACKMAIL	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	130	140	109	45	424
FAMILY OFFENSES (NON-VIOLENT)	57	53	46	28	184
FORCIBLE FONDLING	16	10	10	4	40
FORCIBLE RAPE	9	13	10	8	40
FORCIBLE SODOMY	1	2	0	1	4
FORGERY/COUNTERFEITING	49	51	70	25	195
FRAUD CHECK	6	11	6	4	27
FRAUD CREDIT CARD/ATM	42	68	86	53	249
GAMBLING EQUIPMENT VIOLATION	1	1	4	0	6
IMPERSONATION	27	31	23	14	95
INCORRIGIBLE	23	21	21	14	79
INDECENT EXPOSURE	4	3	5	1	13
INTIMIDATION	84	86	64	33	267
KIDNAPPING/ABDUCTION	6	4	6	5	21
LIQUOR LAW VIOLATION	26	41	27	6	100
MISSING PERSON	22	27	20	19	88
MOTOR VEHICLE THEFT	124	135	142	82	483
MURDER	3	0	0	1	4
OBSCENE/HARASSING PHONE CALLS	106	102	112	49	369
OPERATING/PROMOTING/ASSISTING GAMBLING	1	1	1	0	3
OTHER, CIVIL	23	38	43	17	121
OTHER, DOMESTIC	5	7	16	18	46
OTHER, INSURANCE	2	3	2	2	9
POCKET PICKING	0	1	0	0	1
PORNOGRAPHY/OBSCENE MATERIAL	2	1	2	0	5
PROSTITUTION	5	0	4	4	13
PROWLER	0	1	0	0	1
PURSE SNATCHING	1	2	1	0	4
RESISTING ARREST	12	10	12	6	40
ROBBERY	60	56	79	29	224
RUNAWAY	33	32	32	16	113
SEXUAL ASSAULT W/ OBJECT	3	1	0	0	4
SHOPLIFTING	341	301	230	160	1032
SIMPLE ASSAULT	231	197	218	97	743
STATUTORY RAPE	2	0	0	1	3
STOLEN PROPERTY OFFENSES	26	23	19	14	82
SUICIDE	1	1	5	1	8
SUSPICIOUS FIRES	3	10	9	0	22
THEFT FROM BUILDINGS	24	15	18	8	65
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	3	3	1	2	9
THEFT FROM MOTOR VEHICLE	239	210	264	82	795
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	87	93	80	44	304
TRAFFIC	270	277	195	91	833
TRESPASSING	43	50	42	30	165
TRUANCY	0	0	1	0	1
VANDALISM	283	294	307	152	1036
WEAPON LAW VIOLATIONS	50	37	28	23	138
WELFARE FRAUD	0	0	5	0	5
WIRE FRAUD	4	3	2	0	9
<b>TOTAL</b>	<b>4248</b>	<b>4279</b>	<b>4070</b>	<b>1998</b>	<b>14595</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**  
 County Council District 4: Paul Livingston

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	93	109	129	60	391
ALL OTHER LARCENY	144	142	150	90	526
ALL OTHER OFFENSES	60	76	87	31	254
ALL OTHER RESPONSES	63	59	69	46	237
ARSON	3	3	4	0	10
ASSISTING OTHER AGENCIES	99	134	108	49	390
BETTING/WAGERING	0	0	2	0	2
BREACH OF TRUST	12	5	5	3	25
BURGLARY	170	171	154	78	573
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	1	0	0	0	1
CURFEW/LOITERING/VAGRANCY VIOLATIONS	2	4	3	0	9
DISORDERLY CONDUCT	33	30	35	20	118
DRIVING UNDER THE INFLUENCE	2	12	6	2	22
DRUG EQUIPMENT VIOLATIONS	25	26	36	18	105
DRUG/NARCOTIC VIOLATIONS	218	265	191	86	760
DRUNKENESS	4	4	0	1	9
EMBEZZLEMENT	5	1	3	0	9
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	31	42	37	14	124
FAMILY OFFENSES (NON-VIOLENT)	36	17	13	5	71
FORCIBLE FONDLING	4	3	3	5	15
FORCIBLE RAPE	4	4	4	2	14
FORCIBLE SODOMY	1	2	2	1	6
FORGERY/COUNTERFEITING	29	25	20	8	82
FRAUD CHECK	0	0	2	0	2
FRAUD CREDIT CARD/ATM	13	16	28	16	73
IMPERSONATION	21	12	9	7	49
INCORRIGIBLE	10	12	6	3	31
INDECENT EXPOSURE	6	3	0	2	11
INTIMIDATION	35	47	49	24	155
KIDNAPPING/ABDUCTION	5	5	6	3	19
LIQUOR LAW VIOLATION	10	11	13	2	36
MISSING PERSON	24	13	13	2	52
MOTOR VEHICLE THEFT	62	94	95	62	313
MURDER	1	1	0	0	2
OBSCENE/HARASSING PHONE CALLS	65	83	76	35	259
OPERATING/PROMOTING/ASSISTING GAMBLING	0	0	3	0	3
OTHER, CIVIL	9	14	11	11	45
OTHER, DOMESTIC	4	8	8	3	23
OTHER, INSURANCE	2	2	2	0	6
POCKET PICKING	0	0	0	1	1
PORNOGRAPHY/OBSCENE MATERIAL	0	1	0	0	1
PURSE SNATCHING	0	2	0	0	2
RESISTING ARREST	5	5	8	2	20
ROBBERY	27	22	23	22	94
RUNAWAY	27	25	17	10	79
SEXUAL ASSAULT W/ OBJECT	0	0	1	0	1
SHOPLIFTING	42	26	16	15	99
SIMPLE ASSAULT	124	143	126	45	438
STATUTORY RAPE	1	1	2	0	4
STOLEN PROPERTY OFFENSES	21	16	11	12	60
SUICIDE	1	0	0	0	1
SUSPICIOUS FIRES	4	1	4	3	12
THEFT FROM BUILDINGS	4	5	4	2	15
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	1	0	0	2
THEFT FROM MOTOR VEHICLE	67	74	112	41	294
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	40	45	60	19	164
TRAFFIC	135	149	105	63	452
TRESPASSING	27	23	25	6	81
TRUANCY	0	1	0	0	1
VANDALISM	180	155	174	84	593
WEAPON LAW VIOLATIONS	22	27	19	11	79
WELFARE FRAUD	0	0	2	0	2
WIRE FRAUD	2	1	0	0	3
<b>TOTAL</b>	<b>2036</b>	<b>2178</b>	<b>2091</b>	<b>1025</b>	<b>7330</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

## Richland County Sheriff's Department

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD  
County Council District 5: Seth Rose

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	35	53	54	17	159
ALL OTHER LARCENY	80	76	73	34	263
ALL OTHER OFFENSES	31	57	46	16	150
ALL OTHER RESPONSES	35	39	38	13	125
ARSON	1	0	1	0	2
ASSISTING OTHER AGENCIES	92	125	103	50	370
ASSISTING/PROMOTING PROSTITUTION	0	2	1	0	3
BREACH OF TRUST	3	0	5	0	8
BURGLARY	53	82	71	20	226
CURFEW/LOITERING/VAGRANCY VIOLATIONS	16	9	10	0	35
DISORDERLY CONDUCT	41	49	37	15	142
DRIVING UNDER THE INFLUENCE	6	25	6	8	45
DRUG EQUIPMENT VIOLATIONS	30	29	49	24	132
DRUG/NARCOTIC VIOLATIONS	195	264	206	116	781
DRUNKNESS	2	2	3	0	7
EMBEZZLEMENT	1	2	2	1	6
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	39	23	29	7	98
FAMILY OFFENSES (NON-VIOLENT)	9	7	20	3	39
FORCIBLE FONDLING	4	2	0	1	7
FORCIBLE RAPE	5	5	1	1	12
FORGERY/COUNTERFEITING	16	12	10	12	50
FRAUD CHECK	2	4	0	0	6
FRAUD CREDIT CARD/ATM	11	27	18	15	71
IMPERSONATION	8	6	11	5	30
INCORRIGIBLE	1	0	3	0	4
INDECENT EXPOSURE	0	0	1	1	2
INTIMIDATION	16	14	13	11	54
KIDNAPPING/ABDUCTION	2	1	2	1	6
LIQUOR LAW VIOLATION	24	27	10	5	66
MISSING PERSON	8	6	4	1	19
MOTOR VEHICLE THEFT	28	21	29	18	96
OBSCENE/HARASSING PHONE CALLS	25	26	28	20	99
OTHER, CIVIL	10	13	9	7	39
OTHER, DOMESTIC	4	2	6	1	13
OTHER, INSURANCE	3	1	2	1	7
POCKET PICKING	1	0	1	0	2
PROSTITUTION	4	2	0	1	7
PURSE SNATCHING	0	0	0	1	1
RESISTING ARREST	8	7	5	0	20
ROBBERY	11	11	16	11	49
RUNAWAY	4	7	5	1	17
SEXUAL ASSAULT W/ OBJECT	0	0	0	1	1
SHOPLIFTING	26	12	26	8	72
SIMPLE ASSAULT	64	56	51	22	193
STATUTORY RAPE	0	0	1	1	2
STOLEN PROPERTY OFFENSES	6	9	6	6	27
SUICIDE	0	1	1	0	2
SUSPICIOUS FIRES	2	2	0	0	4
THEFT FROM BUILDINGS	4	7	1	4	16
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	0	0	1	1
THEFT FROM MOTOR VEHICLE	50	27	35	15	127
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	7	15	15	6	43
TRAFFIC	206	228	72	29	535
TRESPASSING	13	6	11	3	33
VANDALISM	71	80	59	57	267
WEAPON LAW VIOLATIONS	20	28	7	11	66
<b>TOTAL</b>	<b>1333</b>	<b>1509</b>	<b>1213</b>	<b>602</b>	<b>4657</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD  
County Council District 6: Greg Pearce

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	39	34	34	35	142
ALL OTHER LARCENY	34	45	48	22	149
ALL OTHER OFFENSES	15	23	13	11	62
ALL OTHER RESPONSES	28	30	20	13	91
ARSON	0	1	0	0	1
ASSISTING OTHER AGENCIES	21	23	17	9	70
ASSISTING/PROMOTING PROSTITUTION	1	0	0	0	1
BETTING/WAGERING	1	0	0	0	1
BREACH OF TRUST	3	2	0	0	5
BURGLARY	53	59	63	50	225
CURFEW/LOITERING/VAGRANCY VIOLATIONS	1	4	4	0	9
DISORDERLY CONDUCT	12	13	6	7	38
DRIVING UNDER THE INFLUENCE	0	1	0	2	3
DRUG EQUIPMENT VIOLATIONS	9	14	10	3	36
DRUG/NARCOTIC VIOLATIONS	55	52	44	21	172
DRUNKENESS	1	1	0	1	3
EMBEZZLEMENT	0	1	1	0	2
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	11	12	10	3	36
FAMILY OFFENSES (NON-VIOLENT)	11	5	6	3	25
FORCIBLE FONDLING	2	3	0	1	6
FORCIBLE RAPE	1	2	3	3	9
FORCIBLE SODOMY	1	0	1	0	2
FORGERY/COUNTERFEITING	2	3	3	1	9
FRAUD CHECK	1	0	0	1	2
FRAUD CREDIT CARD/ATM	9	8	14	5	36
IMPERSONATION	8	4	3	1	16
INCORRIGIBLE	9	4	4	0	17
INDECENT EXPOSURE	1	1	1	0	3
INTIMIDATION	17	18	8	5	48
KIDNAPPING/ABDUCTION	2	0	2	0	4
LIQUOR LAW VIOLATION	5	4	4	0	13
MISSING PERSON	31	7	3	2	43
MOTOR VEHICLE THEFT	10	19	15	15	59
OBSCENE/HARASSING PHONE CALLS	26	25	22	10	83
OTHER, CIVIL	5	6	5	5	21
OTHER, DOMESTIC	4	9	7	2	22
OTHER, INSURANCE	2	1	3	1	7
PORNOGRAPHY/OBSCENE MATERIAL	1	1	0	0	2
RESISTING ARREST	1	3	0	2	6
ROBBERY	15	7	8	3	33
RUNAWAY	22	8	4	2	36
SHOPLIFTING	3	3	4	5	15
SIMPLE ASSAULT	47	39	42	27	155
STATUTORY RAPE	1	0	0	0	1
STOLEN PROPERTY OFFENSES	2	1	1	0	4
SUICIDE	0	0	0	1	1
SUSPICIOUS FIRES	1	0	1	0	2
THEFT FROM BUILDINGS	0	0	0	3	3
THEFT FROM MOTOR VEHICLE	28	29	17	22	96
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	6	8	7	5	26
TRAFFIC	11	24	18	4	57
TRESPASSING	6	3	2	3	14
VANDALISM	59	61	58	23	201
WEAPON LAW VIOLATIONS	3	3	2	6	14
WIRE FRAUD	1	0	0	0	1
<b>TOTAL</b>	<b>638</b>	<b>624</b>	<b>538</b>	<b>338</b>	<b>2138</b>

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**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**

County Council District 7: Gwendolyn Davis Kennedy

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	247	271	254	121	893
ALL OTHER LARCENY	302	356	406	200	1264
ALL OTHER OFFENSES	84	128	140	68	420
ALL OTHER RESPONSES	119	119	123	83	444
ARSON	4	8	5	1	18
ASSISTING OTHER AGENCIES	108	108	101	49	366
BREACH OF TRUST	15	22	13	8	58
BURGLARY	290	422	477	221	1410
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	3	3	0	1	7
CURFEW/LOITERING/VAGRANCY VIOLATIONS	2	4	4	1	11
DISORDERLY CONDUCT	48	59	45	17	169
DRIVING UNDER THE INFLUENCE	11	14	7	6	38
DRUG EQUIPMENT VIOLATIONS	36	22	32	13	103
DRUG/NARCOTIC VIOLATIONS	204	167	160	86	617
DRUNKENNESS	5	3	2	1	11
EMBEZZLEMENT	11	11	13	1	36
EXTORTION/BLACKMAIL	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	67	73	88	32	260
FAMILY OFFENSES (NON-VIOLENT)	73	67	75	38	253
FORCIBLE FONDLING	20	17	15	7	59
FORCIBLE RAPE	25	11	10	7	53
FORCIBLE SODOMY	2	1	5	1	9
FORGERY/COUNTERFEITING	37	29	42	9	117
FRAUD CHECK	3	2	12	1	18
FRAUD CREDIT CARD/ATM	29	49	82	31	191
IMPERSONATION	42	31	41	18	132
INCORRIGIBLE	36	37	37	17	127
INDECENT EXPOSURE	5	1	2	2	10
INTIMIDATION	126	135	110	69	440
KIDNAPPING/ABDUCTION	7	10	4	3	24
LIQUOR LAW VIOLATION	21	22	10	10	63
MANSLAUGHTER BY NEGLIGENCE	0	2	0	1	3
MISSING PERSON	52	41	36	15	144
MOTOR VEHICLE THEFT	152	147	151	107	557
MURDER	1	1	3	0	5
OBSCENE/HARASSING PHONE CALLS	134	140	182	71	527
OPERATING/PROMOTING/ASSISTING GAMBLING	1	1	1	0	3
OTHER, CIVIL	22	41	55	26	144
OTHER, DOMESTIC	14	24	38	22	98
OTHER, INSURANCE	5	1	5	6	17
PEEPING TOM	2	1	0	0	3
POCKET PICKING	0	1	0	0	1
PORNOGRAPHY/OBSCENE MATERIAL	1	5	2	0	8
PROSTITUTION	0	0	1	1	2
PROWLER	0	0	2	0	2
PURSE SNATCHING	0	0	3	0	3
RESISTING ARREST	4	9	8	4	25
ROBBERY	41	32	56	17	146
RUNAWAY	91	74	50	26	241
SEXUAL ASSAULT W/ OBJECT	2	2	2	0	6
SHOPLIFTING	82	72	152	129	435
SIMPLE ASSAULT	312	294	278	144	1028
STATUTORY RAPE	3	2	2	1	8
STOLEN PROPERTY OFFENSES	19	18	15	8	60
SUICIDE	3	2	4	0	9
SUSPICIOUS FIRES	17	13	13	5	48
THEFT FROM BUILDINGS	15	16	13	10	54
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	2	1	1	4
THEFT FROM MOTOR VEHICLE	270	259	244	107	880
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	118	106	107	56	387
TRAFFIC	155	167	139	65	526
TRESPASSING	28	36	34	15	113
TRUANCY	1	0	1	0	2
VANDALISM	431	461	479	201	1572
WEAPON LAW VIOLATIONS	33	23	28	14	98
WIRE FRAUD	5	10	2	3	20
<b>TOTAL</b>	<b>3997</b>	<b>4205</b>	<b>4422</b>	<b>2177</b>	<b>14801</b>

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**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**

County Council District 8: Jim Manning

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	153	154	138	77	522
ALL OTHER LARCENY	223	234	176	119	752
ALL OTHER OFFENSES	58	95	121	40	314
ALL OTHER RESPONSES	111	99	115	55	380
ARSON	1	5	3	1	10
ASSISTING OTHER AGENCIES	36	43	37	32	148
BETTING/WAGERING	0	1	0	0	1
BREACH OF TRUST	11	10	8	7	36
BURGLARY	177	212	311	140	840
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	0	0	1	0	1
CURFEW/LOITERING/VAGRANCY VIOLATIONS	2	0	1	0	3
DISORDERLY CONDUCT	65	52	51	17	185
DRIVING UNDER THE INFLUENCE	9	16	17	11	53
DRUG EQUIPMENT VIOLATIONS	24	19	30	10	83
DRUG/NARCOTIC VIOLATIONS	144	143	104	61	452
DRUNKENNESS	5	3	2	1	11
EMBEZZLEMENT	10	4	1	3	18
EXTORTION/BLACKMAIL	2	0	1	0	3
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	83	57	73	35	248
FAMILY OFFENSES (NON-VIOLENT)	60	56	79	22	217
FORCIBLE FONDLING	11	11	12	12	46
FORCIBLE RAPE	7	9	10	6	32
FORCIBLE SODOMY	3	1	5	2	11
FORGERY/COUNTERFEITING	39	25	33	12	109
FRAUD CHECK	0	1	1	0	2
FRAUD CREDIT CARD/ATM	34	39	76	31	180
GAMBLING EQUIPMENT VIOLATION	1	1	1	0	3
IMPERSONATION	29	28	28	14	99
INCEST	0	0	1	0	1
INCORRIGIBLE	21	23	30	18	92
INDECENT EXPOSURE	1	0	2	2	5
INTIMIDATION	94	100	82	55	331
KIDNAPPING/ABDUCTION	4	6	3	3	16
LIQUOR LAW VIOLATION	14	13	14	7	48
MISSING PERSON	38	30	35	14	117
MOTOR VEHICLE THEFT	65	75	76	34	250
MURDER	2	1	1	0	4
OBSCENE/HARASSING PHONE CALLS	115	129	146	54	444
OPERATING/PROMOTING/ASSISTING GAMBLING	0	1	0	0	1
OTHER, CIVIL	26	42	38	17	123
OTHER, DOMESTIC	18	21	23	19	81
OTHER, INSURANCE	5	1	4	2	12
PEEPING TOM	0	0	0	1	1
POCKET PICKING	0	1	1	0	2
PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	1	1
PURSE SNATCHING	0	0	1	1	2
RESISTING ARREST	3	3	3	2	11
ROBBERY	41	34	37	14	126
RUNAWAY	43	42	54	33	172
SEXUAL ASSAULT W/ OBJECT	0	1	2	2	5
SHOPLIFTING	45	48	56	27	176
SIMPLE ASSAULT	218	214	218	133	783
STATUTORY RAPE	0	3	1	1	5
STOLEN PROPERTY OFFENSES	4	5	4	3	16
SUICIDE	3	1	2	0	6
SUSPICIOUS FIRES	6	7	5	2	20
THEFT FROM BUILDINGS	19	21	15	9	64
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	3	2	0	0	5
THEFT FROM MOTOR VEHICLE	188	148	191	81	608
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	65	75	50	32	222
TRAFFIC	96	105	84	45	330
TRESPASSING	31	22	25	12	90
TRUANCY	0	0	1	0	1
VANDALISM	320	288	283	153	1044
WEAPON LAW VIOLATIONS	15	21	18	9	63
WIRE FRAUD	7	6	2	1	16
<b>TOTAL</b>	<b>2808</b>	<b>2807</b>	<b>2943</b>	<b>1495</b>	<b>10053</b>

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**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**  
 County Council District 9: Val Hutchinson

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	132	112	103	42	389
ALL OTHER LARCENY	209	207	254	110	780
ALL OTHER OFFENSES	57	76	89	43	265
ALL OTHER RESPONSES	93	89	87	63	332
ARSON	2	2	1	0	5
ASSISTING OTHER AGENCIES	44	35	45	25	149
BREACH OF TRUST	7	11	9	5	32
BURGLARY	141	122	145	60	468
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	2	0	4	1	7
CURFEW/LOITERING/VAGRANCY VIOLATIONS	4	2	1	0	7
DISORDERLY CONDUCT	39	48	46	22	155
DRIVING UNDER THE INFLUENCE	8	5	11	4	28
DRUG EQUIPMENT VIOLATIONS	19	9	20	11	59
DRUG/NARCOTIC VIOLATIONS	84	61	102	50	297
DRUNKENNESS	0	5	5	1	11
EMBEZZLEMENT	29	20	13	5	67
EXTORTION/BLACKMAIL	1	1	2	0	4
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	74	60	67	41	242
FAMILY OFFENSES (NON-VIOLENT)	60	59	54	24	197
FORCIBLE FONDLING	7	11	11	3	32
FORCIBLE RAPE	7	4	5	2	18
FORCIBLE SODOMY	2	1	4	1	8
FORGERY/COUNTERFEITING	44	28	46	16	134
FRAUD CHECK	4	5	4	2	15
FRAUD CREDIT CARD/ATM	23	49	98	50	220
GAMBLING EQUIPMENT VIOLATION	1	0	1	0	2
IMPERSONATION	27	30	30	25	112
INCORRIGIBLE	11	17	22	10	60
INDECENT EXPOSURE	0	4	2	1	7
INTIMIDATION	83	76	71	38	268
KIDNAPPING/ABDUCTION	4	0	2	1	7
LIQUOR LAW VIOLATION	11	11	8	3	33
MISSING PERSON	36	20	29	10	95
MOTOR VEHICLE THEFT	61	35	44	17	157
MURDER	1	0	2	0	3
OBSCENE/HARASSING PHONE CALLS	97	99	106	39	341
OTHER, CIVIL	28	21	25	13	87
OTHER, DOMESTIC	13	15	19	9	56
OTHER, INSURANCE	4	3	3	1	11
PEEPING TOM	0	0	1	0	1
POCKET PICKING	0	1	1	1	3
PORNOGRAPHY/OBSCENE MATERIAL	3	0	2	1	6
PROWLER	0	1	0	0	1
PURSE SNATCHING	0	0	2	0	2
RESISTING ARREST	4	9	3	0	16
ROBBERY	27	16	23	9	75
RUNAWAY	49	30	49	18	146
SEXUAL ASSAULT W/ OBJECT	1	0	1	0	2
SHOPLIFTING	340	241	298	130	1009
SIMPLE ASSAULT	205	173	180	79	637
STATUTORY RAPE	2	1	3	0	6
STOLEN PROPERTY OFFENSES	0	3	3	2	8
SUICIDE	2	1	3	1	7
SUSPICIOUS FIRES	6	2	7	0	15
THEFT FROM BUILDINGS	24	16	17	9	66
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	1	2	1	5
THEFT FROM MOTOR VEHICLE	200	176	210	91	677
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	30	39	47	23	139
TRAFFIC	54	56	73	26	209
TRESPASSING	39	26	20	8	93
VANDALISM	300	264	237	120	921
WEAPON LAW VIOLATIONS	8	10	8	7	33
WIRE FRAUD	10	4	4	5	23
<b>TOTAL</b>	<b>2774</b>	<b>2423</b>	<b>2784</b>	<b>1279</b>	<b>9260</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**

County Council District 10: Kelvin Washington

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	252	271	280	135	938
ALL OTHER LARCENY	346	516	394	201	1457
ALL OTHER OFFENSES	98	105	129	48	380
ALL OTHER RESPONSES	155	167	123	76	521
ARSON	5	3	1	4	13
ASSISTING OTHER AGENCIES	336	254	231	93	914
BETTING/WAGERING	1	1	0	0	2
BREACH OF TRUST	13	16	13	3	45
BURGLARY	369	420	326	159	1274
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	3	1	5	1	10
CURFEW/LOITERING/VAGRANCY VIOLATIONS	3	2	4	1	10
DISORDERLY CONDUCT	80	76	83	39	278
DRIVING UNDER THE INFLUENCE	14	21	27	15	77
DRUG EQUIPMENT VIOLATIONS	39	36	33	16	124
DRUG/NARCOTIC VIOLATIONS	236	208	187	78	709
DRUNKENNESS	2	7	4	0	13
EMBEZZLEMENT	8	2	2	1	13
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	79	72	46	19	216
FAMILY OFFENSES (NON-VIOLENT)	54	59	37	24	174
FORCIBLE FONDLING	16	13	11	5	45
FORCIBLE RAPE	17	11	9	10	47
FORCIBLE SODOMY	1	3	3	3	10
FORGERY/COUNTERFEITING	28	21	21	8	78
FRAUD CHECK	1	0	3	1	5
FRAUD CREDIT CARD/ATM	22	51	51	25	149
GAMBLING EQUIPMENT VIOLATION	0	1	2	0	3
IMPERSONATION	26	15	27	17	85
INCEST	0	0	1	0	1
INCORRIGIBLE	16	31	33	14	94
INDECENT EXPOSURE	2	4	2	3	11
INTIMIDATION	123	114	99	57	393
KIDNAPPING/ABDUCTION	11	6	6	2	25
LIGUOR LAW VIOLATION	17	20	26	19	82
MANSLAUGHTER BY NEGLIGENCE	0	2	0	0	2
MISSING PERSON	28	26	24	8	86
MOTOR VEHICLE THEFT	153	184	181	82	600
MURDER	3	4	4	1	12
OBSCENE/HARASSING PHONE CALLS	105	129	136	47	417
OPERATING/PROMOTING/ASSISTING GAMBLING	2	2	1	0	5
OTHER, CIVIL	33	49	61	18	161
OTHER, DOMESTIC	55	37	36	22	150
OTHER, INSURANCE	6	7	2	3	18
PEEPING TOM	4	1	1	1	7
POCKET PICKING	0	1	3	0	4
PORNOGRAPHY/OBSCENE MATERIAL	1	1	0	0	2
PROWLER	0	1	0	0	1
RESISTING ARREST	6	7	9	3	25
ROBBERY	41	28	45	18	132
RUNAWAY	53	70	58	23	204
SEXUAL ASSAULT W/ OBJECT	2	2	1	0	5
SHOPLIFTING	34	31	15	17	97
SIMPLE ASSAULT	330	308	269	151	1058
STATUTORY RAPE	2	3	3	1	9
STOLEN PROPERTY OFFENSES	17	20	10	3	50
SUICIDE	2	4	2	3	11
SUSPICIOUS FIRES	20	21	25	14	80
THEFT FROM BUILDINGS	13	9	5	6	33
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	7	0	1	8
THEFT FROM MOTOR VEHICLE	197	199	133	106	635
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	113	98	93	34	338
TRAFFIC	110	120	69	39	338
TRESPASSING	51	40	43	14	148
TRUANCY	0	2	0	0	2
VANDALISM	361	473	394	179	1407
WEAPON LAW VIOLATIONS	28	20	21	14	83
WIRE FRAUD	6	4	6	3	19
<b>TOTAL</b>	<b>4149</b>	<b>4437</b>	<b>3869</b>	<b>1888</b>	<b>14343</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.



**Richland County Sheriff's Department**

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD**  
 County Council District 11: Norman Jackson

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	177	211	175	88	651
ALL OTHER LARCENY	295	398	313	153	1159
ALL OTHER OFFENSES	82	101	100	45	328
ALL OTHER RESPONSES	174	150	118	112	554
ARSON	2	3	5	0	10
ASSISTING OTHER AGENCIES	90	78	77	36	281
BREACH OF TRUST	10	12	8	6	36
BURGLARY	304	314	254	145	1017
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	1	0	1	0	2
CURFEW/LOITERING/VAGRANCY VIOLATIONS	2	1	0	0	3
DISORDERLY CONDUCT	58	67	58	24	207
DRIVING UNDER THE INFLUENCE	6	4	1	1	12
DRUG EQUIPMENT VIOLATIONS	18	20	13	13	64
DRUG/NARCOTIC VIOLATIONS	151	126	99	71	447
DRUNKENESS	0	2	2	2	6
EMBEZZLEMENT	2	5	0	2	9
EXTORTION/BLACKMAIL	0	0	1	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	52	58	76	24	210
FAMILY OFFENSES (NON-VIOLENT)	71	76	62	27	236
FORCIBLE FONDLING	13	18	17	6	54
FORCIBLE RAPE	8	7	4	2	21
FORCIBLE SODOMY	4	2	3	0	9
FORGERY/COUNTERFEITING	22	25	19	15	81
FRAUD CHECK	1	0	0	1	2
FRAUD CREDIT CARD/ATM	23	41	62	20	146
IMPERSONATION	21	24	26	11	82
INCEST	0	0	1	0	1
INCORRIGIBLE	19	22	18	5	64
INDECENT EXPOSURE	3	3	3	2	11
INTIMIDATION	93	90	101	59	343
KIDNAPPING/ABDUCTION	4	5	7	2	18
LIQUOR LAW VIOLATION	15	13	5	2	35
MISSING PERSON	38	28	34	32	132
MOTOR VEHICLE THEFT	129	103	138	64	434
MURDER	1	1	1	2	5
OBSCENE/HARASSING PHONE CALLS	121	124	152	62	459
OTHER, CIVIL	39	46	42	18	145
OTHER, DOMESTIC	42	49	39	34	164
OTHER, INSURANCE	5	2	4	1	12
PEEPING TOM	0	1	0	0	1
POCKET PICKING	0	1	1	0	2
PORNOGRAPHY/OBSCENE MATERIAL	2	1	0	1	4
PROWLER	2	2	0	0	4
PURSE SNATCHING	0	1	0	0	1
RESISTING ARREST	6	2	7	6	21
ROBBERY	19	28	21	11	79
RUNAWAY	77	55	63	20	215
SEXUAL ASSAULT W/ OBJECT	1	1	0	0	2
SHOPLIFTING	36	41	38	17	132
SIMPLE ASSAULT	268	286	267	148	969
STATUTORY RAPE	2	3	2	2	9
STOLEN PROPERTY OFFENSES	16	10	10	6	42
SUICIDE	3	3	4	0	10
SUSPICIOUS FIRES	13	6	13	3	35
THEFT FROM BUILDINGS	19	13	8	2	42
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	2	1	0	4
THEFT FROM MOTOR VEHICLE	161	128	82	67	438
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	88	66	79	16	249
TRAFFIC	71	92	72	23	258
TRESPASSING	52	32	41	19	144
TRUANCY	0	2	1	0	3
VANDALISM	336	331	340	170	1177
WEAPON LAW VIOLATIONS	25	20	19	12	76
WIRE FRAUD	5	3	5	1	14
<b>TOTAL</b>	<b>3299</b>	<b>3359</b>	<b>3113</b>	<b>1611</b>	<b>11382</b>

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## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 1: Bill Malinowski

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	6	5	4	2	17
ALL OTHER LARCENY	15	25	20	9	69
ALL OTHER OFFENSES	5	4	2	2	13
ALL OTHER RESPONSES	2	6	5	1	14
ARSON	2	1	2	0	5
ASSISTING OTHER AGENCIES	1	7	4	0	12
BREACH OF TRUST	1	0	1	0	2
BURGLARY	10	12	10	6	38
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	0	0	0	1	1
DISORDERLY CONDUCT	1	1	0	1	3
DRIVING UNDER THE INFLUENCE	0	1	1	1	3
DRUG EQUIPMENT VIOLATIONS	2	2	2	0	6
DRUG/NARCOTIC VIOLATIONS	5	5	9	1	20
DRUNKENESS	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	1	2	2	2	7
FAMILY OFFENSES (NON-VIOLENT)	3	6	0	0	9
FORCIBLE FONDLING	1	1	1	0	3
FORCIBLE RAPE	1	1	2	0	4
FORCIBLE SODOMY	1	0	0	0	1
FORGERY/COUNTERFEITING	2	0	1	0	3
FRAUD CREDIT CARD/ATM	1	4	4	2	11
IMPERSONATION	0	0	1	1	2
INCORRIGIBLE	0	0	0	1	1
INTIMIDATION	2	2	4	0	8
KIDNAPPING/ABDUCTION	0	0	0	1	1
MISSING PERSON	3	3	0	0	6
MOTOR VEHICLE THEFT	8	2	9	0	19
OBSCENE/HARASSING PHONE CALLS	14	10	7	5	36
OTHER, CIVIL	1	1	0	1	3
OTHER, DOMESTIC	1	1	1	0	3
PEEPING TOM	2	0	0	0	2
PORNOGRAPHY/OBSCENE MATERIAL	1	0	0	0	1
ROBBERY	0	0	0	1	1
RUNAWAY	6	3	1	1	11
SIMPLE ASSAULT	5	3	7	3	18
STOLEN PROPERTY OFFENSES	0	1	0	0	1
THEFT FROM BUILDINGS	0	1	0	2	3
THEFT FROM MOTOR VEHICLE	83	49	57	17	206
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	11	7	6	0	24
TRAFFIC	6	0	2	0	8
TRESPASSING	1	2	2	0	5
VANDALISM	38	42	29	23	132
WEAPON LAW VIOLATIONS	0	1	0	0	1
WIRE FRAUD	0	0	1	0	1
<b>TOTAL</b>	<b>243</b>	<b>211</b>	<b>197</b>	<b>84</b>	<b>735</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 2: Joyce Dickerson

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	33	31	28	14	106
ALL OTHER LARCENY	48	51	58	36	193
ALL OTHER OFFENSES	14	22	18	9	63
ALL OTHER RESPONSES	14	13	20	6	53
ARSON	1	1	0	0	2
ASSISTING OTHER AGENCIES	19	23	16	11	69
BREACH OF TRUST	3	1	1	1	6
BURGLARY	40	62	46	30	178
DISORDERLY CONDUCT	6	10	10	10	36
DRIVING UNDER THE INFLUENCE	3	8	3	0	14
DRUG EQUIPMENT VIOLATIONS	2	4	4	0	10
DRUG/NARCOTIC VIOLATIONS	22	33	20	12	87
DRUNKENNESS	0	1	1	0	2
EMBEZZLEMENT	2	1	0	0	3
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	22	7	11	5	45
FAMILY OFFENSES (NON-VIOLENT)	8	1	4	1	14
FORCIBLE FONDLING	1	1	3	2	7
FORCIBLE RAPE	3	3	3	2	11
FORCIBLE SODOMY	1	0	1	1	3
FORGERY/COUNTERFEITING	5	1	1	2	9
FRAUD CHECK	1	0	1	0	2
FRAUD CREDIT CARD/ATM	1	12	9	5	27
IMPERSONATION	2	1	5	0	8
INCORRIGIBLE	1	1	1	1	4
INDECENT EXPOSURE	1	0	0	0	1
INTIMIDATION	10	15	11	5	41
KIDNAPPING/ABDUCTION	3	0	1	1	5
LIQUOR LAW VIOLATION	6	3	3	1	13
MISSING PERSON	8	4	6	6	24
MOTOR VEHICLE THEFT	60	53	69	29	211
OBSCENE/HARASSING PHONE CALLS	21	15	26	12	74
OTHER, CIVIL	5	3	3	3	14
OTHER, DOMESTIC	3	1	3	1	8
PEEPING TOM	1	0	0	0	1
RESISTING ARREST	1	2	0	2	5
ROBBERY	7	3	12	7	29
RUNAWAY	8	8	4	4	24
SHOPLIFTING	6	8	5	3	22
SIMPLE ASSAULT	41	30	29	11	111
STATUTORY RAPE	0	0	0	1	1
STOLEN PROPERTY OFFENSES	3	1	1	1	6
SUICIDE	0	0	0	1	1
SUSPICIOUS FIRES	0	0	1	4	5
THEFT FROM BUILDINGS	1	1	1	1	4
THEFT FROM MOTOR VEHICLE	112	56	69	31	268
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	34	20	30	9	93
TRAFFIC	41	39	18	10	108
TRESPASSING	4	3	4	1	12
VANDALISM	127	121	110	48	406
WEAPON LAW VIOLATIONS	0	12	9	2	23
<b>TOTAL</b>	<b>755</b>	<b>686</b>	<b>679</b>	<b>342</b>	<b>2462</b>

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Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 3: Damon Jeter

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	42	39	44	13	138
ALL OTHER LARCENY	41	49	65	17	172
ALL OTHER OFFENSES	17	20	18	7	62
ALL OTHER RESPONSES	22	17	21	9	69
ARSON	2	1	1	0	4
ASSISTING OTHER AGENCIES	15	23	17	13	68
BREACH OF TRUST	2	1	0	1	4
BURGLARY	51	52	63	28	194
CURFEW/LOITERING/VAGRANCY VIOLATIONS	1	2	2	0	5
DISORDERLY CONDUCT	15	12	15	7	49
DRIVING UNDER THE INFLUENCE	4	5	8	3	20
DRUG EQUIPMENT VIOLATIONS	4	3	0	2	9
DRUG/NARCOTIC VIOLATIONS	28	24	25	19	96
DRUNKENESS	6	0	0	0	6
EMBEZZLEMENT	4	0	3	2	9
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	12	14	9	3	38
FAMILY OFFENSES (NON-VIOLENT)	2	3	4	0	9
FORCIBLE FONDLING	5	2	3	1	11
FORCIBLE RAPE	2	1	4	2	9
FORCIBLE SODOMY	1	0	0	0	1
FORGERY/COUNTERFEITING	5	3	5	0	13
FRAUD CHECK	1	2	0	2	5
FRAUD CREDIT CARD/ATM	4	12	12	7	35
IMPERSONATION	2	0	1	2	5
INCORRIGIBLE	1	1	0	1	3
INDECENT EXPOSURE	0	0	1	0	1
INTIMIDATION	8	8	6	1	23
KIDNAPPING/ABDUCTION	0	1	3	1	5
LIQUOR LAW VIOLATION	4	6	7	1	18
MISSING PERSON	3	4	4	2	13
MOTOR VEHICLE THEFT	47	57	48	21	173
MURDER	1	0	0	0	1
OBSCENE/HARASSING PHONE CALLS	12	14	13	9	48
OTHER, CIVIL	3	2	2	2	9
OTHER, DOMESTIC	0	1	0	3	4
RESISTING ARREST	3	0	3	0	6
ROBBERY	10	9	28	5	52
RUNAWAY	8	5	4	3	20
SEXUAL ASSAULT W/ OBJECT	0	1	0	0	1
SHOPLIFTING	11	3	0	4	18
SIMPLE ASSAULT	31	32	38	17	118
STOLEN PROPERTY OFFENSES	5	4	5	3	17
SUICIDE	0	1	1	1	3
SUSPICIOUS FIRES	0	3	4	0	7
THEFT FROM BUILDINGS	2	2	0	0	4
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	2	1	0	3
THEFT FROM MOTOR VEHICLE	93	67	67	14	241
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	30	31	22	14	97
TRAFFIC	39	37	30	10	116
TRESPASSING	6	8	2	5	21
VANDALISM	78	86	86	36	286
WEAPON LAW VIOLATIONS	12	8	11	7	38
<b>TOTAL</b>	<b>695</b>	<b>678</b>	<b>706</b>	<b>298</b>	<b>2377</b>

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Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 4: Paul Livingston

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	11	17	25	17	70
ALL OTHER LARCENY	20	20	25	18	83
ALL OTHER OFFENSES	6	6	8	1	21
ALL OTHER RESPONSES	9	9	3	4	25
ARSON	2	0	0	0	2
ASSISTING OTHER AGENCIES	11	12	15	4	42
BREACH OF TRUST	3	2	0	2	7
BURGLARY	31	30	27	17	105
DISORDERLY CONDUCT	6	7	3	4	20
DRIVING UNDER THE INFLUENCE	0	3	2	1	6
DRUG EQUIPMENT VIOLATIONS	1	1	2	0	4
DRUG/NARCOTIC VIOLATIONS	11	15	13	5	44
EMBEZZLEMENT	0	0	1	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	5	4	3	4	16
FAMILY OFFENSES (NON-VIOLENT)	2	1	2	2	7
FORCIBLE FONDLING	0	0	0	1	1
FORCIBLE RAPE	0	0	1	1	2
FORCIBLE SODOMY	0	1	0	0	1
FORGERY/COUNTERFEITING	1	1	1	0	3
FRAUD CHECK	0	0	1	0	1
FRAUD CREDIT CARD/ATM	2	1	7	4	14
IMPERSONATION	1	1	0	2	4
INCORRIGIBLE	1	0	0	0	1
INDECENT EXPOSURE	3	0	0	0	3
INTIMIDATION	3	7	4	3	17
KIDNAPPING/ABDUCTION	1	3	3	1	8
LIQUOR LAW VIOLATION	0	3	3	0	6
MISSING PERSON	0	4	1	1	6
MOTOR VEHICLE THEFT	24	36	31	23	114
MURDER	1	1	0	0	2
OBSCENE/HARASSING PHONE CALLS	7	9	8	8	32
OTHER, CIVIL	0	1	1	1	3
OTHER, DOMESTIC	0	1	0	1	2
OTHER, INSURANCE	0	0	1	0	1
POCKET PICKING	0	0	0	1	1
PURSE SNATCHING	0	1	0	0	1
RESISTING ARREST	2	1	0	0	3
ROBBERY	8	9	6	4	27
RUNAWAY	1	3	4	0	8
SHOPLIFTING	10	5	1	2	18
SIMPLE ASSAULT	16	21	18	8	63
STOLEN PROPERTY OFFENSES	3	0	0	1	4
SUSPICIOUS FIRES	0	0	0	1	1
THEFT FROM BUILDINGS	0	1	0	0	1
THEFT FROM MOTOR VEHICLE	21	36	65	19	141
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	13	16	18	7	54
TRAFFIC	15	12	14	3	44
TRESPASSING	1	2	2	1	6
VANDALISM	39	33	50	34	156
WEAPON LAW VIOLATIONS	2	0	1	2	5
<b>TOTAL</b>	<b>293</b>	<b>336</b>	<b>370</b>	<b>208</b>	<b>1207</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 5: Seth Rose

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	12	8	12	5	37
ALL OTHER LARCENY	15	13	17	5	50
ALL OTHER OFFENSES	3	7	5	3	18
ALL OTHER RESPONSES	0	2	3	2	7
ARSON	1	0	1	0	2
ASSISTING OTHER AGENCIES	11	26	13	5	55
BREACH OF TRUST	0	0	2	0	2
BURGLARY	12	8	9	4	33
CURFEW/LOITERING/VAGRANCY VIOLATIONS	1	0	0	0	1
DISORDERLY CONDUCT	12	8	5	1	26
DRIVING UNDER THE INFLUENCE	4	13	4	3	24
DRUG EQUIPMENT VIOLATIONS	3	1	4	0	8
DRUG/NARCOTIC VIOLATIONS	18	26	16	4	64
DRUNKENNESS	0	1	0	0	1
EMBEZZLEMENT	0	1	1	0	2
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	7	1	3	1	12
FAMILY OFFENSES (NON-VIOLENT)	1	0	1	0	2
FORCIBLE RAPE	2	3	1	0	6
FORGERY/COUNTERFEITING	3	1	0	1	5
FRAUD CREDIT CARD/ATM	1	3	1	0	5
IMPERSONATION	0	0	2	0	2
INTIMIDATION	0	0	2	2	4
KIDNAPPING/ABDUCTION	1	0	0	1	2
LIQUOR LAW VIOLATION	5	4	4	2	15
MISSING PERSON	2	0	1	1	4
MOTOR VEHICLE THEFT	11	10	11	5	37
OBSCENE/HARASSING PHONE CALLS	5	7	4	3	19
OTHER, CIVIL	0	3	1	0	4
OTHER, INSURANCE	1	0	1	0	2
RESISTING ARREST	2	0	0	0	2
ROBBERY	1	5	5	2	13
RUNAWAY	0	2	0	0	2
SHOPLIFTING	3	3	8	0	14
SIMPLE ASSAULT	16	11	13	3	43
STOLEN PROPERTY OFFENSES	2	2	0	3	7
SUSPICIOUS FIRES	1	1	0	0	2
THEFT FROM BUILDINGS	1	2	1	0	4
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	0	0	1	1
THEFT FROM MOTOR VEHICLE	19	4	17	5	45
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	2	3	4	3	12
TRAFFIC	47	48	14	4	113
TRESPASSING	2	1	5	0	8
VANDALISM	18	19	15	19	71
WEAPON LAW VIOLATIONS	3	4	1	4	12
<b>TOTAL</b>	<b>248</b>	<b>251</b>	<b>207</b>	<b>92</b>	<b>798</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 6: Greg Pearce

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	5	11	5	8	29
ALL OTHER LARCENY	4	7	10	7	28
ALL OTHER OFFENSES	4	2	0	2	8
ALL OTHER RESPONSES	3	7	5	2	17
ASSISTING OTHER AGENCIES	1	2	0	1	4
BREACH OF TRUST	0	1	0	0	1
BURGLARY	5	8	8	5	26
DISORDERLY CONDUCT	1	3	3	1	8
DRIVING UNDER THE INFLUENCE	0	1	0	2	3
DRUG/NARCOTIC VIOLATIONS	1	3	2	3	9
DRUNKENNESS	1	1	0	0	2
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	2	3	1	0	6
FAMILY OFFENSES (NON-VIOLENT)	2	1	0	0	3
FORCIBLE RAPE	1	1	1	3	6
FORGERY/COUNTERFEITING	0	1	0	0	1
FRAUD CREDIT CARD/ATM	1	1	0	2	4
IMPERSONATION	1	0	1	0	2
INTIMIDATION	1	3	0	0	4
LIQUOR LAW VIOLATION	1	0	2	0	3
MISSING PERSON	4	1	0	0	5
MOTOR VEHICLE THEFT	4	9	4	6	23
OBSCENE/HARASSING PHONE CALLS	4	3	0	1	8
OTHER, CIVIL	1	0	0	1	2
OTHER, DOMESTIC	2	1	0	0	3
RESISTING ARREST	0	1	0	2	3
ROBBERY	2	3	2	0	7
RUNAWAY	0	2	0	0	2
SHOPLIFTING	0	1	3	2	6
SIMPLE ASSAULT	4	5	4	3	16
THEFT FROM MOTOR VEHICLE	12	12	6	12	42
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	5	4	3	1	13
TRAFFIC	1	6	4	1	12
VANDALISM	19	15	13	8	55
WEAPON LAW VIOLATIONS	0	1	0	3	4
<b>TOTAL</b>	<b>92</b>	<b>120</b>	<b>77</b>	<b>76</b>	<b>365</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

## Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**

County Council District 7: Gwendolyn Davis Kennedy

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	31	37	35	13	116
ALL OTHER LARCENY	54	60	74	36	224
ALL OTHER OFFENSES	10	14	19	9	52
ALL OTHER RESPONSES	15	5	12	14	46
ARSON	1	2	2	1	6
ASSISTING OTHER AGENCIES	9	10	9	6	34
BREACH OF TRUST	4	6	2	3	15
BURGLARY	50	56	84	45	235
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	1	0	0	0	1
DISORDERLY CONDUCT	8	8	7	5	28
DRIVING UNDER THE INFLUENCE	0	5	2	2	9
DRUG EQUIPMENT VIOLATIONS	3	2	3	0	8
DRUG/NARCOTIC VIOLATIONS	23	11	10	6	50
DRUNKENNESS	0	1	0	0	1
EMBEZZLEMENT	1	2	2	0	5
EXTORTION/BLACKMAIL	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	12	12	10	4	38
FAMILY OFFENSES (NON-VIOLENT)	12	2	3	1	18
FORCIBLE FONDLING	3	3	1	1	8
FORCIBLE RAPE	4	4	5	1	14
FORCIBLE SODOMY	1	0	1	0	2
FORGERY/COUNTERFEITING	4	1	4	0	9
FRAUD CHECK	0	1	1	0	2
FRAUD CREDIT CARD/ATM	7	4	7	5	23
IMPERSONATION	3	4	2	0	9
INCORRIGIBLE	2	5	0	1	8
INDECENT EXPOSURE	0	0	0	1	1
INTIMIDATION	19	12	7	5	43
KIDNAPPING/ABDUCTION	4	5	0	2	11
LIQUOR LAW VIOLATION	5	1	4	3	13
MANSLAUGHTER BY NEGLIGENCE	0	1	0	0	1
MISSING PERSON	9	10	3	0	22
MOTOR VEHICLE THEFT	56	64	56	43	219
MURDER	0	0	1	0	1
OBSCENE/HARASSING PHONE CALLS	21	24	15	11	71
OTHER, CIVIL	3	4	7	2	16
OTHER, DOMESTIC	2	1	3	3	9
OTHER, INSURANCE	2	0	1	2	5
PEEPING TOM	1	0	0	0	1
PORNOGRAPHY/OBSCENE MATERIAL	0	1	1	0	2
RESISTING ARREST	1	1	0	0	2
ROBBERY	4	4	8	5	21
RUNAWAY	10	6	8	8	32
SEXUAL ASSAULT W/ OBJECT	0	1	0	0	1
SHOPLIFTING	9	12	16	8	45
SIMPLE ASSAULT	27	34	26	17	104
STATUTORY RAPE	0	1	0	0	1
STOLEN PROPERTY OFFENSES	4	1	2	2	9
SUICIDE	0	2	0	0	2
SUSPICIOUS FIRES	4	2	5	0	11
THEFT FROM BUILDINGS	1	1	0	1	3
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	1	1	1	3
THEFT FROM MOTOR VEHICLE	129	106	97	35	367
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	51	41	40	16	148
TRAFFIC	34	21	15	3	73
TRESPASSING	3	5	1	2	11
VANDALISM	112	117	152	65	446
WEAPON LAW VIOLATIONS	3	2	7	4	16
WIRE FRAUD	0	3	0	0	3
<b>TOTAL</b>	<b>773</b>	<b>739</b>	<b>771</b>	<b>392</b>	<b>2675</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012



## Richland County Sheriff's Department

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM  
County Council District 8: Jim Manning

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	20	23	19	13	75
ALL OTHER LARCENY	46	45	27	13	131
ALL OTHER OFFENSES	7	13	8	5	33
ALL OTHER RESPONSES	10	4	12	1	27
ASSISTING OTHER AGENCIES	5	4	5	9	23
BREACH OF TRUST	1	4	3	1	9
BURGLARY	36	30	48	22	136
DISORDERLY CONDUCT	8	9	10	4	31
DRIVING UNDER THE INFLUENCE	3	6	9	4	22
DRUG EQUIPMENT VIOLATIONS	2	1	1	0	4
DRUG/NARCOTIC VIOLATIONS	7	11	7	9	34
DRUNKENESS	1	2	0	1	4
EMBEZZLEMENT	0	2	0	1	3
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	9	6	11	6	32
FAMILY OFFENSES (NON-VIOLENT)	8	5	5	0	18
FORCIBLE FONDLING	0	3	3	5	11
FORCIBLE RAPE	3	3	1	0	7
FORCIBLE SODOMY	0	0	0	1	1
FORGERY/COUNTERFEITING	3	2	2	0	7
FRAUD CREDIT CARD/ATM	6	10	6	1	23
IMPERSONATION	2	2	2	0	6
INCORRIGIBLE	0	1	3	1	5
INDECENT EXPOSURE	0	0	1	1	2
INTIMIDATION	13	8	12	3	36
KIDNAPPING/ABDUCTION	2	0	0	0	2
LIQUOR LAW VIOLATION	1	6	4	1	12
MISSING PERSON	7	8	7	4	26
MOTOR VEHICLE THEFT	24	30	34	13	101
MURDER	1	0	0	0	1
OBSCENE/HARASSING PHONE CALLS	17	19	16	4	56
OTHER, CIVIL	2	3	1	1	7
OTHER, DOMESTIC	1	3	3	0	7
OTHER, INSURANCE	0	0	1	0	1
POCKET PICKING	0	0	1	0	1
PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	1	1
RESISTING ARREST	0	0	1	1	2
ROBBERY	4	5	5	1	15
RUNAWAY	11	6	10	5	32
SHOPLIFTING	6	2	3	7	18
SIMPLE ASSAULT	26	26	16	7	75
STOLEN PROPERTY OFFENSES	0	1	0	0	1
SUICIDE	2	0	0	0	2
SUSPICIOUS FIRES	0	2	2	0	4
THEFT FROM BUILDINGS	1	3	0	0	4
THEFT FROM MOTOR VEHICLE	78	65	76	19	238
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	26	27	19	6	78
TRAFFIC	12	19	9	8	48
TRESPASSING	4	2	3	0	9
VANDALISM	86	87	63	43	279
WEAPON LAW VIOLATIONS	1	0	0	1	2
WIRE FRAUD	0	0	1	0	1
<b>TOTAL</b>	<b>502</b>	<b>508</b>	<b>470</b>	<b>223</b>	<b>1703</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM  
County Council District 9: Val Hutchinson

CRIME	CY2009	CY2010	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	18	13	15	4	50
ALL OTHER LARCENY	36	29	49	11	125
ALL OTHER OFFENSES	4	11	6	5	26
ALL OTHER RESPONSES	5	7	9	4	25
ARSON	0	1	0	0	1
ASSISTING OTHER AGENCIES	6	5	1	1	13
BREACH OF TRUST	1	3	3	2	9
BURGLARY	31	27	31	15	104
CURFEW/LOITERING/VAGRANCY VIOLATIONS	1	0	0	0	1
DISORDERLY CONDUCT	2	5	1	5	13
DRIVING UNDER THE INFLUENCE	3	2	6	2	13
DRUG EQUIPMENT VIOLATIONS	0	0	1	3	4
DRUG/NARCOTIC VIOLATIONS	3	5	8	5	21
DRUNKENESS	0	0	2	0	2
EMBEZZLEMENT	6	1	1	1	9
EXTORTION/BLACKMAIL	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	9	7	5	4	25
FAMILY OFFENSES (NON-VIOLENT)	8	6	3	0	17
FORCIBLE FONDLING	0	2	3	0	5
FORCIBLE RAPE	0	0	1	0	1
FORCIBLE SODOMY	0	0	1	0	1
FORGERY/COUNTERFEITING	2	3	4	1	10
FRAUD CHECK	1	0	0	0	1
FRAUD CREDIT CARD/ATM	7	7	8	3	25
IMPERSONATION	4	3	3	2	12
INCORRIGIBLE	0	2	0	0	2
INTIMIDATION	8	4	6	4	22
KIDNAPPING/ABDUCTION	0	0	1	0	1
LIQUOR LAW VIOLATION	4	2	1	1	8
MISSING PERSON	5	2	4	0	11
MOTOR VEHICLE THEFT	15	10	16	7	48
OBSCENE/HARASSING PHONE CALLS	11	9	14	4	38
OTHER, CIVIL	1	2	2	0	5
OTHER, DOMESTIC	1	1	0	2	4
PORNOGRAPHY/OBSCENE MATERIAL	0	0	1	1	2
PROWLER	0	1	0	0	1
RESISTING ARREST	1	1	0	0	2
ROBBERY	6	2	1	2	11
RUNAWAY	5	3	10	5	23
SHOPLIFTING	6	3	11	3	23
SIMPLE ASSAULT	30	16	17	10	73
STATUTORY RAPE	0	1	0	0	1
STOLEN PROPERTY OFFENSES	0	1	1	0	2
SUSPICIOUS FIRES	1	0	2	0	3
THEFT FROM BUILDINGS	2	3	4	0	9
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	1	1	0	3
THEFT FROM MOTOR VEHICLE	88	74	79	28	269
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	13	15	13	4	45
TRAFFIC	10	9	11	8	38
TRESPASSING	2	1	1	0	4
VANDALISM	82	72	56	31	241
WEAPON LAW VIOLATIONS	0	0	1	0	1
WIRE FRAUD	1	2	0	1	4
<b>TOTAL</b>	<b>441</b>	<b>374</b>	<b>414</b>	<b>179</b>	<b>1408</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

## Richland County Sheriff's Department

**Reported Offenses\*:** CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM  
County Council District 10: Kelvin Washington

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	35	34	37	24	130
ALL OTHER LARCENY	63	102	59	39	263
ALL OTHER OFFENSES	11	10	17	3	41
ALL OTHER RESPONSES	16	27	16	5	64
ARSON	1	1	0	2	4
ASSISTING OTHER AGENCIES	32	35	28	8	103
BREACH OF TRUST	3	2	1	1	7
BURGLARY	67	88	46	27	228
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	0	0	1	0	1
CURFEW/LOITERING/AGRANCY VIOLATIONS	0	0	1	0	1
DISORDERLY CONDUCT	7	3	13	7	30
DRIVING UNDER THE INFLUENCE	6	4	7	3	20
DRUG EQUIPMENT VIOLATIONS	2	1	4	3	10
DRUG/NARCOTIC VIOLATIONS	16	14	14	5	49
DRUNKENESS	1	2	0	0	3
EMBEZZLEMENT	1	0	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	9	12	5	4	30
FAMILY OFFENSES (NON-VIOLENT)	3	8	5	3	19
FORCIBLE FONDLING	1	2	1	1	5
FORCIBLE RAPE	3	3	3	5	14
FORGERY/COUNTERFEITING	5	3	1	1	10
FRAUD CHECK	1	0	0	0	1
FRAUD CREDIT CARD/ATM	1	2	6	7	16
IMPERSONATION	1	3	2	0	6
INCORRIGIBLE	1	3	0	0	4
INDECENT EXPOSURE	0	0	1	0	1
INTIMIDATION	11	12	8	6	37
KIDNAPPING/ABDUCTION	5	0	1	1	7
LIQUOR LAW VIOLATION	2	4	4	4	14
MISSING PERSON	3	2	5	1	11
MOTOR VEHICLE THEFT	52	58	50	30	190
MURDER	2	1	2	0	5
OBSCENE/HARASSING PHONE CALLS	13	15	10	5	43
OTHER, CIVIL	2	4	5	2	13
OTHER, DOMESTIC	7	3	2	4	16
OTHER, INSURANCE	1	0	0	0	1
PEEPING TOM	0	1	0	0	1
RESISTING ARREST	0	0	3	0	3
ROBBERY	7	5	5	0	17
RUNAWAY	9	11	7	3	30
SEXUAL ASSAULT W/ OBJECT	1	1	0	0	2
SHOPLIFTING	6	8	2	4	20
SIMPLE ASSAULT	38	31	24	21	114
STATUTORY RAPE	0	0	1	0	1
STOLEN PROPERTY OFFENSES	5	1	0	0	6
SUICIDE	0	0	1	1	2
SUSPICIOUS FIRES	7	3	6	3	19
THEFT FROM BUILDINGS	1	2	1	0	4
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	2	0	0	2
THEFT FROM MOTOR VEHICLE	68	79	47	59	253
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	34	32	36	10	112
TRAFFIC	13	17	13	5	48
TRESPASSING	5	3	5	1	14
TRUANCY	0	2	0	0	2
VANDALISM	92	137	114	36	379
WEAPON LAW VIOLATIONS	1	3	2	3	9
WIRE FRAUD	1	1	1	0	3
<b>TOTAL</b>	<b>672</b>	<b>797</b>	<b>623</b>	<b>347</b>	<b>2439</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

### Richland County Sheriff's Department

**Reported Offenses\*: CY2009, CY2010, CY2011, and 2012YTD, between 2:01 AM and 7:00 AM**  
 County Council District 11: Norman Jackson

CRIME	CY2009	CY2012	CY2011	2012YTD	TOTAL
AGGRAVATED ASSAULT	21	23	19	12	75
ALL OTHER LARCENY	64	85	48	24	221
ALL OTHER OFFENSES	11	11	10	5	37
ALL OTHER RESPONSES	24	9	9	8	50
ARSON	1	3	0	0	4
ASSISTING OTHER AGENCIES	9	9	7	4	29
BREACH OF TRUST	3	2	1	1	7
BURGLARY	51	36	33	17	137
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	0	0	1	0	1
DISORDERLY CONDUCT	1	4	8	4	17
DRIVING UNDER THE INFLUENCE	2	1	0	0	3
DRUG EQUIPMENT VIOLATIONS	0	2	0	0	2
DRUG/NARCOTIC VIOLATIONS	6	7	3	2	18
DRUNKENNESS	0	0	1	0	1
EMBEZZLEMENT	0	1	0	0	1
FALSE PRETENSES/SWINDLE/ CONFIDENCE GAME	8	10	8	2	28
FAMILY OFFENSES (NON-VIOLENT)	5	3	4	2	14
FORCIBLE FONDLING	0	1	2	1	4
FORCIBLE RAPE	0	3	1	0	4
FORCIBLE SODOMY	0	0	1	0	1
FORGERY/COUNTERFEITING	3	1	0	1	5
FRAUD CREDIT CARD/ATM	3	8	7	1	19
IMPERSONATION	1	1	4	1	7
INCORRIGIBLE	0	1	2	1	4
INTIMIDATION	8	5	8	7	28
KIDNAPPING/ABDUCTION	1	0	3	0	4
LIQUOR LAW VIOLATION	0	1	0	0	1
MISSING PERSON	3	5	8	3	19
MOTOR VEHICLE THEFT	52	36	49	21	158
MURDER	0	0	1	0	1
OBSCENE/HARASSING PHONE CALLS	15	22	16	6	59
OTHER, CIVIL	6	1	2	1	10
OTHER, DOMESTIC	3	7	3	3	16
OTHER, INSURANCE	0	0	0	1	1
POCKET PICKING	0	0	1	0	1
PROWLER	1	0	0	0	1
RESISTING ARREST	0	0	1	0	1
ROBBERY	1	2	2	1	6
RUNAWAY	5	8	13	1	27
SHOPLIFTING	3	1	1	1	6
SIMPLE ASSAULT	27	21	23	7	78
STATUTORY RAPE	1	0	1	0	2
STOLEN PROPERTY OFFENSES	3	2	0	0	5
SUICIDE	0	1	0	0	1
SUSPICIOUS FIRES	6	0	4	0	10
THEFT FROM BUILDINGS	3	0	0	0	3
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	0	0	1	0	1
THEFT FROM MOTOR VEHICLE	81	45	31	28	185
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	42	26	22	5	95
TRAFFIC	5	13	7	2	27
TRESPASSING	5	3	4	2	14
TRUANCY	0	1	0	0	1
VANDALISM	80	71	82	42	275
WEAPON LAW VIOLATIONS	1	2	1	2	6
WIRE FRAUD	0	1	3	0	4
<b>TOTAL</b>	<b>565</b>	<b>495</b>	<b>456</b>	<b>219</b>	<b>1735</b>

\*Only offenses reported to the Richland County Sheriff's Department are included in this data. Data is current as of July 10, 2012 and is subject to change daily.

Source: RCSD Visions

07/17/2012

# Richland County Council Request of Action

## **Subject**

a. Koyo Set Aside Grant [**PAGE 78**]

b. Authorizing the execution and delivery of a Purchase Agreement between the County and Deja Properties, LLC, to provide for the conveyance of certain property owned by and located in the County to Deja Properties, LLC and Thermal Technologies, Inc., and other matters related thereto [**FIRST READING BY TITLE ONLY**] [**PAGE 79**]



**To:** Economic Development Committee  
**From:** Nelson Lindsay, Director of Economic Development  
**Date:** January 9, 2013  
**RE:** Koyo (Project Resolve) Set Aside Grant Request

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Richland County has applied and been approved for the following SC Department of Commerce grant as part of an economic development incentive package. This grant needs to be voted on by the Economic Development Committee and sent to County Council for approval.

Richland County, as the local form of government, must be the recipient on the companies' behalf in order to receive funds. This is a pass-through grant. There are no matching requirements for this grant.

- **Koyo (SC Coordinating Council for Economic Development, Department of Commerce) Set Aside Grant** is for \$750,000 for site work related to the company's expansion. There are 175 jobs associated with this project.

County staff will work with the company and the funding agency to administer the grant and ensure compliance with all appropriate rules and regulations.

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The EDC's recommendation for approval of this grant is requested. The item will be forwarded to the January 15th Council Agenda for Council action.

**AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT BETWEEN THE COUNTY AND DEJA PROPERTIES, LLC, TO PROVIDE FOR THE CONVEYANCE OF CERTAIN PROPERTY OWNED BY AND LOCATED IN THE COUNTY TO DEJA PROPERTIES, LLC AND THERMAL TECHNOLOGIES, INC., AND OTHER MATTERS RELATED THERETO**

# Richland County Council Request of Action

## **Subject**

a. Airport Commission-1; there will be one vacancy on this commission: John Mark Dean (Neighborhood), February 3, 2013\*

\*Eligible for reappointment

b. Board of Assessment Appeals-1; there will be one vacancy on this board: Chalon Shepard Headley, II, December 1, 2012\*

\*Eligible for reappointment



# Richland County Council Request of Action

## **Subject**

- a. Accommodations Tax Committee - 2 (Positions to be filled: 1-Lodging, and 1-Cultural)

No applications were received at this time.

- b. Board of Zoning Appeals -1 [**PAGES 82-83**]

One application was received from the following: Sheldon L. Cooke, Sr.\*

\*Eligible for reappointment

- c. Employee Grievance Committee -2

No applications were received for this committee



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sheldon Cooke Sr.  
Home Address: 1606 Sandra Dr.  
Telephone: (home) 783-8410 (work) \_\_\_\_\_  
Office Address: N/A  
Email Address: SCOOLKE@COLONIALLIFE.COM  
Educational Background: MA/Management  
Professional Background: Management  
Age:  Male  Female      Age: 18-25  26-50  Over 50  
Name of Committee in which interested: BOZA  
Reason for interest: To create a harmonious community  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I've served on BOZA for the past 3 yrs.  
Presently serve on any County Committee, Board or Commission? BOZA  
Any other information you wish to give? N/A  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: \_\_\_\_\_

Item# 3

Attachment number 1 in Page 1 of 2

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CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*S. Cook Sr*

Applicant's Signature

*11/15/12*

Date

**Return to:**

**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**

**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

**Staff Use Only**

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Date Sent to Council: \_\_\_\_\_

Status of Application:  Approved  Denied  On file

Item# 3

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# Richland County Council Request of Action

**Subject**

Business Service Center Appeals Board-qualifications of recent appointments

# Richland County Council Request of Action

**Subject**

Community Relations Council Appointments

# Richland County Council Request of Action

## **Subject**

If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants. The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a wast of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]

# Richland County Council Request of Action

## **Subject**

Dissolve the Richland County Appearance Commission and amend the Richland County Conservation Commission's responsibilities to include appearance. This motion is based on 1. overlapping areas of responsibilities under enabling ordinances for each Commission and the Richland County Strategic Plan, 2. availability of funding needed to support similar and/or duplicative projects and 3. difficulties maintaining membership in the Appearance Commission  
**[PEARCE and MANNING][PAGES 88-89]**

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SO AS TO ABOLISH THE APPEARANCE COMMISSION AND TO AMEND THE CONSERVATION COMMISSION'S RESPONSIBILITIES TO INCLUDE APPEARANCE.

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 2, Administration; Article VII, Boards, Commissions And Committees; Section 2-332, Boards, Commissions And Committees; Subsection (H), Richland County Conservation Commission; Paragraph (6), Purposes And Objectives; is hereby amended to read as follows:

- (6) *Purposes and Objectives.* The purposes and objectives of the Richland County Conservation Commission shall be as follows:
- a. To promote the conservation of natural resources;
  - b. To promote the development and preservation of historical resources;
  - c. To promote passive, outdoor, nature- based recreation;
  - d. To promote tourism, emphasizing the natural, cultural, and historical resources of Richland County;
  - e. To promote efforts to improve the appearance of Richland County;
  - ~~ef.~~ To educate the public as to the benefits of conservation;
  - ~~fg.~~ To undertake such studies, plans, activities, and projects as may, from time to time, be assigned to the Commission by the County Council.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-332, Boards, Commissions and Committees; Subsection (i), Richland County Appearance Commission; is hereby amended to read as follows:

- (i) ~~*Richland County Appearance Commission. Reserved.*~~



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

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

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

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

First Reading:            January 8, 2013 (tentative)  
Second Reading:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

a. I hereby move to instruct the County Administrator to direct County Staff to immediately implement a program to include existing unpaved roads currently held and maintained under prescriptive easement or similar trust by the County in efforts that lead to expedited eligibility, design and construction using Low Volume Traffic paving methods **[WASHINGTON]**

b. Review the process of requiring costly blueprint and parking lot design for small businesses on existing property with change of use. If there are no structural changes and no increase in capacity the cost of reproducing blueprints should not be necessary. This is an effort to make the County more business friendly. **[JACKSON]**

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda