



## Report Of The Chairman

6. a. July Meeting Schedule
- b. Intergovernmental Agreement with Town of Eastover [RCPL] - **[ACTION]**

## Approval Of Consent Items

7. An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System **[SECOND READING] [PAGES 27-29]**
8. 12-17MA  
Richland County  
City of Columbia  
RU to GC (.086 Acres)  
Gamers Ferry Rd.  
21800-01-09 **[SECOND READING] [PAGES 30-31]**
9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (A), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; so as to add the Public Works Department as an entity that can deny sidewalks within their right-of-way **[SECOND READING] [PAGES 32-34]**
10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards; Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks **[SECOND READING] [PAGES 35-37]**
11. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; the requirement of a fence as this requirement is already addressed under the International Building Code **[SECOND READING] [PAGES 38-40]**
12. Amy Barch's Turning Leaf Project **{Forwarded from the D&S Committee} [PAGES 41-55]**
13. Resolution to designate May 2012 as Building Safety Month **{Forwarded from the D&S Committee} [PAGES 56-59]**
14. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$600,000 of General Fund Undesignated Fund Balance for Workers' Compensation claims **{Forwarded from the A&F Committee} [FIRST READING] [PAGES 60-63]**
15. Extend Contract with Correct Care Solution Detention Center Medical Services **{Forwarded from the A&F Committee} [PAGES 64-66]**
16. Extension of Lease for the use of the Curtiss-Wright Hangar at Jim Hamilton-LB Owens Airport

{Forwarded from the A&F Committee} [PAGES 67-77]

17. Lower Richland Master Plan Area cost change {Forwarded from the A&F Committee} [PAGES 78-80]
18. Preservation of Hospitality Tax fund balance {Forwarded from the A&F Committee} [PAGES 81-86]

### **Second Reading Items**

19. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation [PAGES 87-89]
20. 12-04MA  
Richland County  
GC to RM-MD (.64 Acres)  
5225, 5229, 5235 & 5239 Ridgeway St.  
09309-03-07(p)/08(p)/09(p)/10(p) [PAGES 90-92]
21. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1), Requirements for All Zoning Categories and Applications; Subparagraph (H); so as to allow black poles [PAGES 93-95]

### **First Reading Items**

22. An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2012 and ending June 30, 2013 [BY TITLE ONLY] [PAGES 96-97]
23. An Ordinance authorizing the levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2012, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2012 through June 30, 2013 [BY TITLE ONLY] [PAGES 98-99]

### **Report Of Administration And Finance Committee**

24. Release of Cost and other Financial Information [PAGES 100-103]

### **Report Of Economic Development Committee**

25. Authorizing the execution and delivery of an amendment to the fee in lieu of tax and incentive agreement between Richland County, South Carolina and Mars Petcare US, Inc. and other related matters [PAGES 104-107]
26. An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws

of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 **[FIRST READING] [PAGES 108-137]**

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

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

27. Business Service Center-2 [Teri Hutson Salane, April 1, 2012\*; and Patrice Viton, April 1, 2012\*]

28. East Richland Public Service Commission-1 [Catherine Cook, June 19, 2012]

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

29. Accommodations Tax Committee-4 (2 persons employed or have worked in Hospitality, 1 person employed or have worked in Lodging, and 1 person from a cultural industry); no applications were received

30. Appearance Commission-2 (1 licensed horticulturalist and 1 landscaper is needed)

31. Board of Assessment Control

32. Building Codes Board of Adjustments and Appeals-3 (1 person must be a licensed electrician and 2 individuals must be in the Fire Protection industry or employed in fields with extensive knowledge of fire codes and fire regulations); no applications were received at this time.

33. Building Codes Board of Adjustments -1 [E. Ralph Walden (Architect), June 2, 2012]

34. Business Service Center Appeals Board-1 (a CPA is needed); no applications were received

35. Internal Audit Committee-1 (person must be a CPA); one application was received from K. Eve McCoy, CPA\* **[PAGES 146-148]**

\* Eligible for reappointment.

36. Township Auditorium Board-2; applications were received from the following: John V. Crangle; David H. Gates; Christopher Leevy Johnson\*; Lillian A. McBride; Eva Prioleau; John Whitehead\* **[PAGES 149-166]**

\*Eligible for reappointment

### **3. Discussion From Rules And Appointments Committee**

37. Council Member Individual Discretionary Account Motions **[PAGES 167-171]**

38. That all items currently listed at the end of the A&F and D&S Committee agendas as "Items Pending Analysis" be cleared up within 90 days. There is no reason some action should not

be taken, even if it means to table it for now **[MALINOWSKI]**

39. All committee items being sent to full council will not automatically be placed on the consent agenda but be listed as first reading items. The rationale is that only three persons could be present for the quorum and if all voted for the item it goes on the consent and this is only about 27% of council. **[MALINOWSKI]**

40. Reviewing Committee Qualifications **[PAGES 174-179]**

## **Other Items**

41. Report of Joint Transportation Committee

a. Timeline **[PAGES 180-183] [ACTION]**

42. Richland County Approval of CMRTA Proposed Service Reductions **[PAGES 184-187]**

43. Richland Memorial Easement **[PAGES 188-196]**

44. Solid Waste Negotiations Update

## **Citizen's Input**

45. Must Pertain to Items Not on the Agenda

## **Executive Session**

### **Motion Period**

46. a. A motion that County Council Members be treated like all county wide elected officials. The purpose is to make sure we receive the same benefits that are given to county employees and county wide elected officials. **[JETER]**

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

## **Adjournment**



# Richland County Council Request of Action

**Subject**

Regular Session: April 17, 2012 [**PAGES 6-15**]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, APRIL 17, 2012 6:00 p.m.

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

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### MEMBERS PRESENT:

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

Absent                      Jim Manning

**OTHERS PRESENT** – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Brad Farrar, John Hixon, Dale Welch, Tracy Hegler, Daniel Driggers, Geo Price, Pam Davis, Andy Metts, Ray Peterson, Alfreda Tindal, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

### INVOCATION

The Invocation was given by the Honorable Joyce Dickerson

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

**POINT OF PERSONAL PRIVILEGE** – Mr. Malinowski offered condolences to former Councilwoman Bernice Scott on the passing of her sister.

### **APPROVAL OF MINUTES**

**Regular Session: April 3, 2012** – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

### **ADOPTION OF THE AGENDA**

Mr. Washington stated that the Legislative Exchange Program needed to be added under the Report of the Chairman and Proclamation for Boy Scouts needed to be added under the Motion Period.

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

**POINT OF PERSONAL PRIVILEGE** – Mr. Rose recognized that City Councilman Brian Newman was in the audience.

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

The following were potential Executive Session Items:

- a. **SOB Update**
- b. **Bond Counsel Update**

### **CITIZENS' INPUT**

No one signed up to speak.

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

**Business Friendly Task Force** – Mr. Pope stated that the Committee's recommendations to Council were forthcoming.

**Report of Joint Transportation Committee** – This was an action item on the agenda.

**Legislative Contacts Program** – Mr. Pope reminded Council members to submit information regarding the Legislative Contacts Program.

**Employee Recognition** – Mr. Pope recognized Ms. Heather Beard and the Utilities Department on Ms. Beard recent award.

**Quarterly Adult Senior Services Report** – Received as information.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized that Representative Joe Neal was in the audience.

### REPORT OF THE CLERK OF COUNCIL

**SCAC Annual Conference, August 5-8, 2012** – Ms. Onley stated that the SCAC Annual Conference would be held August 5-8, 2012 and requested that any Council member desiring to attend contact the Clerk's Office.

**Council Photograph, May 1<sup>st</sup>, 6:00 p.m.** – Ms. Onley stated that the Council photograph has been re-scheduled for May 1<sup>st</sup> at 6:00 p.m.

### REPORT OF THE CHAIRMAN

**Cinco de Mayo Funding Request** – Ms. Hutchinson moved, seconded by Mr. Malinowski, to deny this item.

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

The vote was in favor of the motion to deny.

**V. C. Summer Meeting Request** – Mr. Washington stated that a meeting has been requested by Perry Buckberg, Senior Reactor Operator Engineer for the Nuclear Regulatory Commission. The Clerk's Office will be polling Council.

**International Legislator Program Funding Request** – Mr. Jeter moved, seconded by Ms. Dickerson, to give First Reading by title only to a budget amendment to appropriate \$5,000 for the International Legislator Program. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Kennedy, to deny the funding request. A discussion took place.

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

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

The substitute motion failed.

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

The vote was in favor of giving First Reading by title only to a budget amendment to appropriate \$50,000 for the International Legislator Program.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce recognized that the Riverbanks Zoo Commission was in the audience.

#### OPEN/CLOSE PUBLIC HEARINGS

- **Finding that the Richland-Lexington Parks District may issue not exceeding \$32,000,000 General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization** – Mr. Phil Bartlett, Mr. Ercan Turk, Mr. Jordan Ash and Ms. Kelly Wilson spoke in favor of this item.

#### APPROVAL OF CONSENT ITEMS

- **Finding that the Richland-Lexington Parks District may issue not exceeding \$32,000,000 General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization [THIRD READING]**
- **12-08MA, LandTech Inc. of SC, Kevin Steelman, NC to RS-MD (4.01 Acres), Three Dog Rd. & US 76, 01506-01-11 [THIRD READING]**

- **12-10MA, Irving Spigner, HI to GC (2 Acres), 10320 Farrow Rd., 17500-03-10(p) [THIRD READING]**
- **12-11MA, William Sease, RM-HD to GC (.45 Acres), 3120 Lawrence St., 06012-02-16/17 [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-175, Access; so as to delete the requirement of an encroachment permit [THIRD READING]**

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

#### THIRD READING

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (B), Processes; so as to reduce the time to act on the application from sixty (60) days to thirty (30) days** – Mr. Malinowski moved, seconded by Mr. Livingston, to approve the amended ordinance. The vote in favor was unanimous.

**An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto** – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. The vote was in favor with Mr. Jeter voting against this item.

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

#### FIRST READING

**An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System [FIRST READING]** – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

**Crane Creek-Catalyst 5 Pedestrian Park-Parcel Acquisition** – Mr. Malinowski moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

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

**POINT OF PERSONAL PRIVILEGE** – Mr. Washington recognized that Mr. Tony Grant was in the audience.

**REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

**Business Enforcement Resolution** – Mr. Jackson moved, seconded by Ms. Hutchinson, to adopt the amended resolution. The vote in favor was unanimous.

**OTHER ITEMS**

**Report of Joint Transportation Committee:**

- a. **Update re: April 16, 2012 Joint Transportation Committee** – Mr. Livingston gave a brief update regarding the April 16<sup>th</sup> committee meeting.
- b. **Work Authorization—2010 Study Revision** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

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

**Application for locating a Community Residential Group Home in an unincorporated area of Richland County—309 Calvary Drive, Columbia, SC** – Ms. Kennedy moved, seconded by Mr. Malinowski, to deny this item and to have Council members contact the Legislative Delegation regarding this matter. A discussion took place.

The vote in favor was unanimous.

**CITIZEN'S INPUT**

No one signed up to speak.

**EXECUTIVE SESSION**

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**Council went into Executive Session at approximately 8:15 p.m. and came out at approximately 8:56 p.m.**  
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- a. **SOB Update** – Mr. Pearce moved, seconded by Mr. Livingston, to direct staff to propose for Council's consideration language that would comport with the proposal that was discussed in Executive Session in the event Council decides to pursue that proposal or to further negotiate a disposition of that matter, and for Administration and staff to report

back to the full Council their findings, recommendations or other input with respect to this matter. The vote in favor was unanimous.

#### MOTION PERIOD

**Whereas, broadcasting open meetings of County Council technically provides no transparency, and whereas, there appears to be a clamoring for Council transparency, be it resolved that I move as a part of our Transparency Television Broadcast initiative, that Richland County Council Executive Sessions be videotaped and that an edited version with just what was truly qualified for and met the standard for such a session removed, be broadcasted at the conclusion of the broadcast of the next regular Council meeting. [MANNING]** – This item was referred to the Rules & Appointments Committee.

**Resolution recognizing April as Child Abuse Prevention and Awareness Month [WASHINGTON]** – Mr. Livingston moved, seconded by Ms. Dickerson, to adopt a resolution recognizing April as Child Abuse Prevention and Awareness Month. The vote in favor was unanimous.

**Due to recent issues with the Chair making announcements and having meetings on behalf of Richland County and County Council without Council's approval. I move that we have a workshop on the rules of the Chair. The do's and don'ts of the Chair. This will help with the problem and the chaos we are having on County Council. [JACKSON]** – This item was referred to the Rules & Appointments Committee.

**I move to direct staff to draft an ordinance that would delete any County review fees for family property (Section 26-224 of the Land Development Code), retroactive to November 15, 2011, and to send this ordinance to the next available Planning Commission meeting for their consideration and recommendation. [WASHINGTON]** – This item was referred to the D&S Committee.

**"I move to send an ordinance that would Permit 'Group Homes (10 to 15)' in the RU (Rural District with Special Requirements, to the next available Planning Commission meeting for their consideration and recommendation." [WASHINGTON]** – This item was referred to the D&S Committee.

**Motion to send a resolution to the City of Columbia not to raise the water and sewer funds on the backs of non-City Residents. Reason: If the City goes along these lines then the County may have no choice but to invest in a water system or invite private utility companies to provide water to the unincorporated areas. County residents should not be treated disproportionately to correct the City's shortfall. As representatives of the citizens of Richland County we must be mindful and do everything possible to protect the people we serve. [JACKSON]** – This item was referred to the A&F Committee.

**Have financial staff provide a report on how many County employees are eligible to retire June 30, 2012 and what impact it could have on the County. Because of proposed State**

retirement legislation a high number of State and government workers are opting to retire. The added retirements could have a big impact on some local governments, whose workers-along with many public school teachers-are covered by the State retirement system. The prospect concerned Columbia City Manager, Steve Gantt so much that he had his staff calculate how many of the City's roughly 2,000 employees were eligible to retire on June 30. The answer: 230, including the City's Chief Financial Officer and some senior managers in the police and fire departments. If all of those City workers choose to retire, it would cost the City \$1.5 million to pay off unused sick and vacation days, Gantt said. "I can't imagine if all those folks decided to bail so they fell under the old criteria instead of the new criteria," Gantt said. "It is what it is, and we'd have to do what we have to do. But I do have some concern about the financial implications." [JACKSON] – This item was referred to the A&F Committee.

Proclamation in support of the 14<sup>th</sup> Annual Whitney M. Young, Jr. Service Awards Banquet [WASHINGTON] – Mr. Malinowski moved, seconded by Ms. Hutchinson, to adopt a proclamation in support of the 14<sup>th</sup> Annual Whitney M. Young, Jr. Service Awards. The vote in favor was unanimous.

#### ADJOURNMENT

The meeting adjourned at approximately 9:03 p.m.

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Kelvin E. Washington, Sr., Chair

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L. Gregory Pearce, Jr., Vice-Chair

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Gwendolyn Davis Kennedy

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Joyce Dickerson

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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**

Zoning Public Hearing: April 24, 2012 [**PAGES 16-22**]

## MINUTES OF



### RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, APRIL 24, 2012 7:00 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	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Paul Livingston
Member	Bill Malinowski
Member	Jim Manning
Member	Seth Rose

**OTHERS PRESENT:** Amelia Linder, Tracy Hegler, Tommy DeLage, Geo Price, Holland Leger, Suzie Haynes, Stephany Snowden, Sparty Hammett, Brian Cook, Milton Pope, Carl Gosline, Jocelyn Jennings, Monique Walter, Michelle Onley

#### **CALL TO ORDER**

The meeting was called to order at approximately 7:03 p.m.

#### **ADDITIONS/DELETIONS TO AGENDA**

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

**MAP AMENDMENT**

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

Mr. Washington opened the floor to the public hearing.

Ms. Mildred Johnson, Mr. Kevin Wimberly, Ms. Candace Johnson, Ms. Celeste Blakely, and Ms. Angela Bishop Hammonds spoke in favor of this item.

Mr. Fred Meetze, Mr. Jack Tillman, Mr. Craig Childs, and Mr. James Carpenter spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Jeter, to give First Reading approval to this item. A discussion took place.

Mr. Pearce made a substitute motion, seconded by Mr. Malinowski, to approve the three uncontested parcels and defer action on the remaining parcel unto the May Zoning Public Hearing. A discussion took place.

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

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

The substitute motion failed on a tie vote.

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

The vote was in favor of First Reading approval of this item.

**12-09MA, Longcreek Associates, LLC, John Thomas, RU/RS-LD/PDD to PDD (140 Acres), Longcreek Plantation, 20300-02-48, 20401-01-03(p), and 20401-03-01**

Ms. Hutchinson moved, seconded by Ms. Dickerson, to accept the applicant's withdrawal. The vote in favor was unanimous.

**12-14MA, Marion Bouknight, Lee Blythe, RU to RS-MD (29.61 Acres), Old Tamah Rd. & Shady Grove Rd., 03500-04-08(p)/24(p)**

Mr. Washington opened the floor to the public hearing.

Mr. Bryan Bouknight, Mr. Toby Bouknight, Ms. Inna Bouknight, Mr. James Metze, Mr. John A. Metze and Ms. Mary Smuth spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item until the May Zoning Public Hearing. The vote in favor was unanimous.

**12-16MA, Michael Reynolds, RU to RS-LD (1.99 Acres), 1236 Richard Franklin Rd., 01415-02-15**

Mr. Washington opened the floor to the public hearing.

Mr. Chuck McDonald and Ms. Katie Raines spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Jackson, to deny the re-zoning. A discussion took place.

The vote was in favor of the denial.

**12-17MA, Richland County, City of Columbia, RU to GC (.086 Acres), Garners Ferry Rd., 21800-01-09**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote in favor was unanimous.

## TEXT AMENDMENT

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

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Jackson, to give First Reading approval to this item. The vote in favor was unanimous.

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

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pearce moved, seconded by Ms. Dickerson, to give First Reading approval to this item. A discussion took place.

Mr. Malinowski requested a friendly amendment to allow pole colors that are consistent with the era of historic structures and sites.

Mr. Jackson made a substitute motion, seconded by Mr. Malinowski, to eliminate color from the code. The motion failed.

The vote was in favor of First Reading approval of this item.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards;**

**Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pearce moved, seconded by Ms. Dickerson, to give First Reading approval of this item. A discussion took place.

The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; Paragraph (68), Swimming Pools; so as to delete reference to the requirement of a fence as this requirement is already addressed under the International Building Code**

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

**OTHER BUSINESS**

**An Ordinance Establishing a Temporary Moratorium on the Use of the Green Code Standards, which are found at Section 26-186 of the Richland County Code of Ordinances [SECOND READING]**

Mr. Washington opened the floor to the public hearing.

Mr. Samuel Brick and Mr. Bernie Randolph spoke in favor of this item.

Mr. Earl McLeod spoke in opposition to this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to deny the moratorium and send review of the Green Code to the Development Roundtable and the findings of the review be presented to Council within 60 days. The vote in favor was unanimous.

**ADJOURNMENT**

The meeting adjourned at approximately 8:58 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- a. Solid Waste Negotiations Update

# 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. Update on Yard Waste Pilot Program
- b. Reminder: Budget Work Session, May 3, 2012, 4:00-6:00 p.m.
- c. Richland 101 Graduation
- d. Employee Grievances - 2 **[ACTION]**

# Richland County Council Request of Action

**Subject**

- a. July Meeting Schedule
- b. Intergovernmental Agreement with Town of Eastover [RCPL] - **[ACTION]**

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System  
**[SECOND READING] [PAGES 27-29]**

## **Notes**

March 27, 2012 - The committee recommended that Council approve a budget amendment in the amount of \$25,000 to cover the additional operation and maintenance cost of the expanded Hopkins Community Water System. The vote in favor was unanimous.

First Reading: April 17, 2012

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 LOWER RICHLAND UTILITIES FUND BUDGET TO APPROPRIATE \$25,000 OF USER FEE REVENUE FOR ADDITIONAL OPERATIONAL AND MAINTENANCE COSTS OF THE HOPKINS COMMUNITY WATER SYSTEM.

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

SECTION I. That the amount of twenty-five thousand (\$25,000) be appropriated in the Lower Richland Utilities Fund. Therefore, the Fiscal Year 2011-2012 Lower Richland Utilities Budget is hereby amended as follows:

LOWER RICHLAND UTILITIES FUND - REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 311,187
Appropriation of user fee revenue:	<u>25,000</u>
Total Lower Richland Utilities Fund Revenue as Amended:	\$ 336,187

LOWER RICHLAND UTILITIES FUND - EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 311,187
Additional funds for operational and maintenance costs:	<u>25,000</u>
Total Lower Richland Utilities Fund Expenditures as Amended:	\$ 336,187

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin Washington, Chair

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

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

\_\_\_\_\_  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

12-17MA  
Richland County  
City of Columbia  
RU to GC (.086 Acres)  
Garners Ferry Rd.  
21800-01-09 [**SECOND READING**] [**PAGES 30-31**]

## **Notes**

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

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

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

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (A), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; so as to add the Public Works Department as an entity that can deny sidewalks within their right-of-way **[SECOND READING] [PAGES 32-34]**

## **Notes**

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

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

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

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (a), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; is hereby amended to read as follows:

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

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

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

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

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Michelle M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards; Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks **[SECOND READING] [PAGES 35-37]**

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

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

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (c), Development Standards; Paragraph (7), Parking/Loading Standards; is hereby amended to read as follows:

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; the requirement of a fence as this requirement is already addressed under the International Building Code [**SECOND READING**] [**PAGES 38-40**]

## **Notes**

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

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

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

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (68), Swimming Pools; is hereby amended to read as follows:

(68) *Swimming pools.*

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

Amy Barch's Turning Leaf Project **{Forwarded from the D&S Committee}** [PAGES 41-55]

## **Notes**

April 24, 2012 - The committee recommended that Council approve the Turning Leaf Project for the Detention Center and direct staff to determine a possible funding source. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Amy Barch's Turning Leaf Project

### **A. Purpose**

County Council is requested to approve/endorse the Detention Center to institute Amy Barch's "Turning Leaf Project"

### **B. Background / Discussion**

During the April 3, 2012 Council meeting, Councilmember Rose made a motion to institute the Turning Leaf Project at the Detention Center.

The Detention Center has always been progressive in looking for new programs to add to the current curriculum in an effort to make positive impact on detainees/inmates lives. The goal is to change the detainee/inmates way of thinking and thus reduce the recidivism rate of detainees/inmates.

The Turning Leaf Project is such program. This project brings victims into jails and prison to interact with inmates. The victim express the impact crime has made in their life. The goal of the Turning Leaf program is to send a revealing message to the perpetrators of crime by allowing the perpetrator to see the direct impact their crime has on the victim and the victim's family. Included with this ROA is a news article describing the program at the Charleston County Detention Center.

This is a completely voluntary program.

### **C. Financial Impact**

To be determined, this program may involve travel and per-diem expense

### **D. Alternatives**

1. Approve the request to endorse Amy Barch's Turning Leaf Program
2. Do not approve

### **E. Recommendation**

It is recommended that Council approve alternative one.

Recommended by: Ronaldo D Myers Department: Detention Center Date: Apr 4, 2012

### **F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 4/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 4/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. I would suggest having any visitor who will have contact with an inmate sign a liability waiver of some sort.

**Administration**

Reviewed by: Sparty Hammett

Date: 4/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the Turning Leaf program.

# New program for inmates stresses accountability

BY SCHUYLER KROPF  
*skropf@postandcourier.com*  
Sunday, March 25, 2012

The room was full of prisoners, each one hanging on every painful word Kelly Heger spoke. For an unbroken 15 minutes, the 5-foot, 1-inch woman carried the inmates back in time to a distant October night when a speeding drunken driver slammed into her car.



Kelly Heger shows inmates at the Charleston County jail a video tribute of the life of her daughter, 3-year-old Kasey Heger, who was killed in a drunken driving accident. Heger's presentation was part of the "Turning Leaf Project" at the detention center.

"I saw grass and dirt kick up and he overcompensated," she said of driver Bobby Franklin Minnick. "And then he was coming straight toward me."

An instant later, and just before she blacked out, Heger heard a voice say, "Everything is going to be OK." She awoke to the sound of her 6-year-old son, Garrett, screaming something about her 3-year-old daughter.

"Mom, Kasey is dead," he said.

The man who hit them survived. Minnick was ejected from his vehicle and tossed some 70 feet away, but made it to an intensive care unit.

"Drunks always live," Heger told her rapt audience. "They're floppy."

Deep inside the Charleston County jail, this program is trying to reach out to men who see crime as the answer. By bringing criminals and crime victims together, teacher Amy Barch hopes to show what happens on the other side of their deeds, brutality and triggers.

"They have the capacity to change and repair harm," she said.

Whether Barch's efforts are working is unclear, largely because her "Turning Leaf Project" is in its infancy. But anecdotal information suggests that progress is being made.

The men who enroll in her 10-week class of listening to first-person accounts of being assaulted, exposed to criminal domestic violence and other life-altering crimes are better behaved than other prisoners, officials report.

"Anything they are doing outside the cells is bringing their stress levels down," said Bernard Keyes, captain of operations at the jail.



Charleston County jail inmate Michael Richardson offers a hug to Heger, whose talk about her daughter's death put a name to the consequences of a violent act.

But it is accounts like Heger's that take the class a step further, he said, talking about the death of a child in a DUI crash.

"These were young guys tearing up," Keyes said. "They get to see themselves through somebody else's eyes."

Last year, Barch, 33, approached the jail staff to see if she could begin teaching the course "Impact of Crime" after she helped teach the same program in the Washington, D.C., area.

"I've always had a passion to work with people who are incarcerated," the former University of Washington student said. She is not paid to teach the jail class, but is seeking grants to support the course long-term. The class appears to be unique to Charleston locally. Berkeley and Dorchester officials say they don't have anything similar.

The curriculum involves a lot of testing and open discussions about causes, effect and, ultimately, accountability for crimes. Taking part is voluntary, but failing to do homework or show a good attitude can get someone dismissed. About 20 inmates are in the class this quarter.

"What I ask from the class participants is accountability," she said. "True accountability includes accepting responsibility, repairing harm and changing behavior."

Heger's appearance this month put a human face on Barch's lessons.

On the evening of Oct. 20, 2007, Heger and her children went to a Goose Creek store to buy chalk. Heading home and within sight of their mailbox, Minnick's minivan hit them. He was drunk and trying to drive to Florence.

Heger's immediate injuries included a dislocated shoulder and hip. Blood gushed from wounds, and she had a mass of glass particles in her mouth.

Her son was mostly unhurt, except for the visions that stay with him to this day.



Photo by Grace Beahm

Amy Barch brought her "Impact of Crime" course to the Lowcountry after she had helped teach the program in the Washington, D.C., area. "I've always had a passion to work with people who are incarcerated," the former University of Washington student said. She is not paid for teaching the class, but is seeking grants to support the course.

**Have a story to tell?**

If any crime victims are interested in telling their stories to prisoners at the Charleston County Detention Center as part of the "Turning Leafs Project," contact Amy Barch at [asbarch@gmail.com](mailto:asbarch@gmail.com)

"He saw things that people in Vietnam would see," said Heger, who since the accident has taken a new direction as regional leader for Mothers Against Drunk Driving in the Charleston, Berkeley and Dorchester areas.

Kasey was buried in a princess costume and wore a mask to cover injuries that left her disfigured. Heger described to the group the image of wrapping her daughter in a blanket.

"I just remember she was so cold," she said. "That's my last memory of my daughter is touching her little cold fingers because of a choice someone made."

Moans followed from the inmates as the imagery took hold.

Minnick, 53, pleaded guilty to two felony DUI counts and was sentenced to 24 years behind bars. His record already included multiple convictions for driving under a suspended license, dating back to 1983, and his license had been suspended indefinitely in March 2006.

"He's never apologized to us," Heger said. "He's never taken accountability."

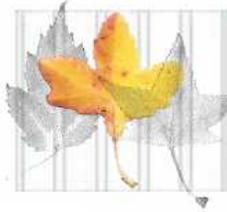
That's the message Heger wants to get across to the men in the class. "The choices you make every day affect everybody," Heger said.

Heger's speech seemed to have reached several of them, including some who admitted to drinking and driving.

"It encourages me that I can help my community," added Lavon Frost, 26, of North Charleston, who is being held on a drug charge.

After the class, a dozen of the prisoners stood in a long line waiting to give Heger a goodbye hug in a show of respect for opening herself up.

Then they returned to the jailhouse dorms.



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

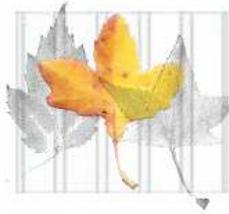
## **BACKGROUND**

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Turning Leaf Project is a jail-based education initiative currently serving the Charleston, SC area. Launched in April of 2011 at the Charleston County Detention Center, 51 male inmates have graduated from its cornerstone program – Impact of Crime. An extremely unique and innovative approach to crime control, the Turning Leaf Project’s Impact of Crime class combines both victim-centered and cognitive behavioral curriculum to create a comprehensive program model. Victim Impact classes and cognitive behavioral programs are each widely used, both in institutions and in the community, in an effort to reduce criminal behavior and recidivism. Where Impact of Crime classes teach people *why* they should make better choices, and cognitive education classes teach *how* to change behavior, Turning Leaf Project is unique in combining the curriculum to teach both the *why* and the *how*.

Turning Leaf Project founder, Amy Barch, has been involved in jail education and offender reentry work in varying capacities for the past seven years. From her work in ex-offender emergency and transitional services, jail education and advocacy, Amy has an in-depth knowledge of the myriad of challenges faced by this complex population. After moving to Charleston in June of 2010, Amy began a community wide search for volunteer opportunities to continue her work in jail education and transitional services. Recognizing a lack of critical services for offenders, both incarcerated and transitioning into the Charleston community, Amy approached the Charleston County Detention Center to begin a volunteer driven Impact of Crime class. The program began in April, 2011.

The initial success of the Impact of Crime class is transforming the volunteer-led program into a full-scale community wide reentry initiative. We anticipate that Turning Leaf Project will become a model for “what works” in jail-based education in South Carolina and beyond. We envision using the initial few years to evaluate program design, measure outcomes and establish best practices. In years two and three, with established funding and partner relationships, we plan to explore potential growth to additional locations serving individuals impacted by incarceration. Turning Leaf Project’s Impact of Crime class can be modified for women or juveniles, implemented as a court mandated program for specific offenders, or integrated as a component of the veteran, adult or juvenile drug court.



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

## OUTCOMES

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Still in its infancy, Turning Leaf Project - now one year old - can report early successes.

Four Impact of Crime classes have been facilitated at the Charleston County Detention Center over the last year, with 51 graduates. Demand for the class continues to be very high. Over 180 male inmates signed up for the course over the past year, but only 80 were accepted into the program due to limited space. Participation and attendance is excellent. Of the 29 that were enrolled but did not graduate, only six chose not to complete the course. The primary reason for non-completion is inmate transfer or release.

Above all, perhaps the most telling success of the Turning Leaf Project comes in the form of testimonial letters from class participants and victim speakers.<sup>1</sup>

Community support for Turning Leaf Project's services is growing. Charleston's major newspaper, The Post and Courier, positively reported on the Impact of Crime class in its Sunday paper on March, 25<sup>th</sup>.<sup>2</sup> The Coastal Pre-Release Center in Charleston has invited the Turning Leaf Project to submit a proposal to start a comprehensive reentry program at their facility. Attorneys and judges are more aware of the class content and change in offender thinking and attitude as a result of the Impact of Crime experience. Program graduation certificates are beginning to be taken into consideration during sentencing. Jail administrators report better behavior among class participants, and now offer three days "good time" credit for class completion. Additionally, Turning Leaf Project is gaining visibility within the victim service community. Four crime victims have stepped forward recently to participate as victim speakers in the Impact of Crime class.

Turning Leaf Project has also had initial success in securing financial support. Based in Seattle, WA, The Pacific Institute's *A Better World Foundation* approved a grant request for a one-time curriculum donation to Turning Leaf Project. In November, 2011, *A Better World Foundation* donated \$4,000 in cognitive education curriculum to support Impact of Crime's phase II component.

Early recidivism data also indicates program efficacy. According to jail data, only one Impact of Crime class participant has been rearrested since being released (about one third of the group is still incarcerated). Additional time and research is necessary to determine how the Impact of Crime experience affects recidivism rates among class participants.

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<sup>1</sup> Addendum B

<sup>2</sup> Addendum A



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

## **IMPACT OF CRIME CLASS**

---

The Impact of Crime class is a 12 week class facilitated in two separate phases.

### **PHASE I:**

#### **IMPACT OF CRIME - 5 WEEKS / 10 SESSIONS**

Phase I, using the victim-centered approach, implements the “impact of crime” component, breaking down criminogenic beliefs – feelings of entitlement, insensitivity towards victims and unwillingness to take accountability. Victim impact classes are based in concepts of restorative justice and illustrate the ripple effect that crime has throughout the community. Research demonstrates that victim-centered classes effectively challenge and change some criminogenic beliefs, shown to cause short-term behavior change. While additional research is needed on longer-term behavioral outcomes, victim impact classes hold promise for changing attitudes, beliefs and reducing victimization.<sup>34</sup>

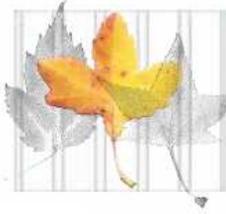
*Curriculum.* The victim impact phase I material is based on nationally recognized curriculum by the Department of Justice Office of Crime Victims and can be previewed online.<sup>5</sup> Turning Leaf Project uses curriculum that is provided free of charge from Opportunities, Alternatives & Resources – a nonprofit offender reentry organization located in Fairfax, VA. While the curriculum is approved for use by Turning Leaf Project, proprietary rights to the material remain with OAR, Inc. and cannot be distributed to other agencies. Phase I incorporates a lesson on restorative justice, victimology and nine topics of crime. Crime victims are invited into the classroom for each lesson to share how crime has negatively impacted their life.

	Orientation	45 min
	Orientation	45 min
Session 1	Restorative Justice & Victimology	2 hours
Session 2	Violent Crime	1.5 hours
Session 3	Assault	1.5 hours
Session 4	Robbery	1.5 hours
Session 5	Drunk Driving	1.5 hours
Session 6	Child Abuse	1.5 hours
Session 7	Domestic Violent	1.5 hours
Session 8	Sexual Assault	1.5 hours
Session 9	Property Crime	1.5 hours
Session 10	Drug Use & Distribution	1.5 hours

<sup>3</sup> [https://www.ovcttac.gov/victimimpact/evidence\\_based.cfm](https://www.ovcttac.gov/victimimpact/evidence_based.cfm).

<sup>4</sup> <http://www.doc.state.ia.us/Documents/VICandEvidenceBasedPractices.pdf>

<sup>5</sup> <https://www.ovcttac.gov/victimimpact>



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

**PHASE II:  
THINKING FOR A CHANGE – 7 WEEKS / 14 SESSIONS**

Phase II – the cognitive behavioral educational approach –is implemented in order to provide participants with the tools to change their thinking patterns and create a replacement, success oriented, picture of their future – one without criminal activity. Focusing on problem solving, goal setting, skill building and improving self-efficacy, cognitive behavioral programs can help restructure distorted beliefs, attitudes and values – resulting in improved behavior.<sup>6</sup>

*Curriculum.* Phase II utilizes the National Institute of Corrections (NIC) *Thinking For A Change* curriculum. *Thinking For A Change* is an evidence-based cognitive educational program that has shown to produce sizable reductions in recidivism among inmate participants.<sup>7</sup> NIC’s curriculum is provided free to trained facilitators. Amy Barch is earning a credential to facilitate the material in June, 2012.

Session 1	Active Listening / Asking Questions	2.5 hours
Session 2	Giving Feedback / Knowing Your Feelings	2.5 hours
Session 3	Thinking Controls Our Behavior	2.5 hours
Session 4	Pay Attention to Our Thinking	2.5 hours
Session 5	Recognize Risk / Use New Thinking	2.5 hours
Session 6	Thinking Check-in Understanding the Feelings of Others	2.5 hours
Session 7	Making A Compliment / Apologizing	2.5 hours
Session 8	Responding to Anger / Negotiating	2.5 hours
Session 9	Introduction to Problem Solving	2.5 hours
Session 10	Stop and Think / State the Problem	2.5 hours
Session 11	Set a Goal and Gather Information Practice Problem Solving Skills	2.5 hours
Session 12	Think of Choices and Consequences Make a Plan	2.5 hours
Session 13	Do and Evaluate Problem Solving Application	2.5 hours
Session 14	Next Steps / Self-Change After Care	2.5 hours
	GRADUATION	

<sup>6</sup> <http://www.nij.gov/journals/265/therapy.htm>

<sup>7</sup> <http://static.nicic.gov/Library/025533.pdf>



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

## **REPLICATION**

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Turning Leaf Project's Impact of Crime class can be replicated in a variety of settings, both in secure facilities and within the community. A successful start-up in the Richland County jail system will require support and cooperation from jail administrators. Additional partnerships with victim service providers, the solicitor's office and community based organizations will also help the program grow.

## **IMPLEMENTATION**

Amy Barch will act as Impact of Crime program coordinator and class facilitator. She will have the following responsibilities:

*Class Facilitation.* Amy will facilitate the two-phase Impact of Crime program in the Richland County jail system. In order to maximize time, funds and impact, Amy is able to facilitate two classes of 20 concurrently (working with 40 inmates at any given time).

*Program Coordination.* Amy will coordinate with jail administrators the circulation of class sign-up sheets, attendance rosters, victim speaker background forms and guest speakers.

*Victim Recruitment.* In partnership with collaborating agencies, Amy will conduct outreach to recruit appropriate victim speakers. Amy will be responsible for interviewing and assessing crime victims for program involvement, and creating a safe classroom environment for crime victim to share their story.

*Curriculum.* Amy will provide all needed curriculum to participants for the two part class (all copies made at the institution). Participants will be provided a certificate of completion upon graduation.

*Evaluation.* Amy will institute a pre/post-test evaluative process in order to gauge (short-term) program effectiveness. Longer term program outcomes will require multi-agency collaboration.

The institution implementing the Impact of Crime class will have the following responsibilities:

*Liaison.* The jail will provide one person to act as a liaison to Amy in order to assist with implementation and coordination.

*Classroom & Materials.* The jail will provide adequate classroom space and access to a copy machine, projector/overhead, TV/DVD player and whiteboard or chalkboard. The jail will also provide jail approved flex pens for note taking.



# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

*Inmate Participation.* Jail staff will circulate sign-up sheets and explain the purpose of the class to inmates in order to generate interest. Additionally, jail staff will transport selected inmates to and from class as needed.

*Victim Speakers & Guests.* Victim speakers will be allowed to attend class in order to share their story. Other community members will also be allowed to audit the class as the purpose arises (attorneys, victim advocates, graduation guest speaker, etc.).

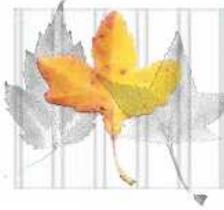
## TIMELINE

The class runs 13 to 14 weeks, with two orientation classes and graduation. In order to maximize time, funds and impact, two classes can be run at the jail concurrently. Class size is limited to 20 participants. With two concurrent classes and a projected 20 inmates in each class, approximately 120 inmates will be enrolled in Richland’s Impact of Crime in year one. Program attrition can be high due to transfer and release. Subsequently full program graduation will likely drop to two-thirds of original enrollment.

### YEARLY IMPACT OF CRIME SCHEDULE

Based on a calendar year – start date can be modified





# Turning Leaf Project

**Changing Minds. Creating a Safer Community.**

## **PROGRAM COST**

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Cost associated with running a full-scale Impact of Crime class at the Richland County jail is limited to the salary and transportation of the Program Coordinator. All curriculum for the 12 week program is provided to the inmate participants at no cost.

All numbers are per class calculations, and are based on a schedule of two classes running concurrently.

### **SALARY COMPENSATION**

#### **Classroom Hours:**

Orientation Week = 1.5 hours  
Weeks 1 - 5 = 15.5 hours  
Weeks 6 - 12 = 25 hours  
Graduation = 1.5 hours  
**Total = 45**

#### **Homework & Preparation:**

1.5 hours per phase I topic of crime (10) = 15 hours  
30 minutes preparation for each class (24) = 12 hours  
**Total = 27**

#### **Victim Recruitment, Community Outreach & Other Administrative:**

5 hours per week (12 weeks) = 60 hours  
**Total = 60**

Total Program Hours (per class) = 132 hours

Cost per hour = \$15

Total Salary Cost (per class) = \$2025

### **TRANSPORTATION**

Amy will commute from Charleston to Columbia two days a week to facilitate the Impact of Crime class. Total Roundtrip Miles = 230 (3 hours, 50 minutes)

Estimated gas cost per day = \$45  
Requested reimbursement per day of driving (with wear/tear) = \$65  
Total reimbursement for gas plus vehicle wear (per class) = \$877<sup>8</sup>

Total Per Class Cost (salary + transportation) = \$2903

**Annual Cost of running six Impact of Crime classes = \$17,415**

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<sup>8</sup> Additional gas reimbursement may be requested for meetings with potential victim speakers before program start date.

## Amy S. Barch

2761 Fox Trot Road • Charleston, SC 29414  
843-847-1089 • [asbarch@gmail.com](mailto:asbarch@gmail.com)

### EDUCATION

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*Master's Certificate*, Public Management (2009)  
George Mason University, Arlington, VA

*Bachelor of Arts*, Law Societies & Justice (2006)  
University of Washington, Seattle, WA

### PROFESSIONAL EXPERIENCE

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#### **Turning Leaf Project, Charleston, SC • 4/11-present**

*Founder*: Founded this jail-based education initiative currently serving the Charleston, SC area. An extremely unique and innovative approach to crime control, the Turning Leaf Project's Impact of Crime class combines both victim-centered and cognitive behavioral curriculum to create a comprehensive program model. The initial success of the Impact of Crime class is transforming the volunteer-led program into a full-scale community wide reentry initiative.

- Recognized in Charleston's *Post & Courier* Sunday newspaper for bringing inmates and crime victims together at the Charleston County Detention Center.
- Graduated 51 inmates in the last year from the Turning Leaf Project's cornerstone Impact of Crime program.
- Initial jail data reports that only one of the Impact of Crime class participants has been rearrested since being released.

#### **East Cooper Community Outreach, Charleston, SC • 6/10-present**

*Director of Programs*: Developed, coordinated, managed and evaluated adult education programming, client intake, as well as emergency services for this large multi-service non-profit organization.

- Redesigned and expanded the organization's GED, WorkKeys and job readiness programs based on evidenced-based models of success, agency capacity and mission, and client needs.
- Instrumental in a complete database overhaul and redesign to effectively capture client data and program outcomes. Acted as database administrator and liaison to organization's technical consultant.
- Supervised a staff of six to provide client intake, case management, food and clothing to over 4,000 families annually living in poverty east of the Cooper River.
- Built relationships with new partners to provide in-house client services, including the Educational Opportunity Center and Vocational Rehabilitation.

#### **Campaign for the Fair Sentencing of Youth, Washington, DC • 3/09-5/10**

*Program Assistant*: Responsible for a range of support tasks as well as independent projects, including building and maintaining an ACCESS database for over 500 contacts, coordinating logistics for nationwide travel and daily meetings, managing campaign finances, website development, and undertaking targeted research projects.

- Served as the primary campaign contact to outside organizations and interacted regularly with legislators, faith leaders and inmates serving life without parole sentences.
- Recruited, managed and coordinated the work of the campaign interns.
- Assisted the Director with fundraising efforts through identifying potential funders and drafting and editing grant proposals.

**Opportunities, Alternatives & Resources (OAR), Fairfax, VA ▪ 3/07-3/09**

Case Manager & Program Coordinator: Assisted formerly incarcerated individuals transition back into the local communities through resource referrals, individual goal setting, and employment preparation. Managed a caseload of over 50 clients from culturally diverse, socioeconomic levels, counseling each on issues such as educational advancement, work adjustment, vocational training and financial goals.

- Facilitated a dynamic and innovative twelve week class for inmates in the Fairfax County adult detention center focused on restorative justice and the impact of crime on the victim and community.
- Provided intensive case management services to participants of the Loudoun County Drug Court, including teaching a weekly life skills class.
- Worked closely with local police, mental health workers, and drug treatment counselors to deflate crises and prevent emergency situations.

**The Good Shepherd Alliance, Leesburg, VA ▪ 11/06-3/07**

Case Manager & Educational Coordinator: Developed and implemented an educational program tailored to provide life skills to individuals and families residing at homeless shelters in Loudoun County, VA.

- Worked one-on-one with shelter residents to develop a specific plan of action leading to self-sufficiency.
- Built and maintained successful relationships with numerous organizations, volunteers, and educators in the Loudoun County community.

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**VOLUNTEER WORK & COMMUNITY LEADERSHIP**

**Leadership Charleston Class of 2012, Charleston, SC ▪ 9/11-present**

Leadership Charleston Participant: Chosen to participate in Leadership Charleston, a 10 month program run through the Metro Chamber of Commerce for rising professional offering an intensive and up-close look at various issues impacting our tri-county region.

**ACCESS Youth, Inc., Washington, DC ▪ 8/09-10/10**

Mediator Team Lead: Coordinated offender-victim mediation trainings for all new ACCESS Youth mediators and assisted in writing the organization's mediation training manual.

**East of the River Clergy Policy Community Partnership, Washington, DC ▪ 5/09-5/10**

Youth Mentor: Assisted youths living east of the Anacostia River through community-based, school-based & re-entry focused programming.

**Books to Prisoners, Washington, DC ▪ 6/09-5/10**

Volunteer: Responded to inmate mail requesting reading materials.

**Justice Policy Institute, Washington, DC ▪ 6/08-8/08**

Summer Research Associate: Assisted JPI team to promote appropriate alternatives to incarceration through targeted policy briefs, reports and research projects.

**King County Correctional Facility, Seattle, WA ▪ 8/04-5/05**

Educational Assistant: Worked with incarcerated individuals within the King County jail co-facilitating classroom activities for inmates earning their GED, as well as planning and implementing academic curriculum in individual tutoring sessions.

# Richland County Council Request of Action

## **Subject**

Resolution to designate May 2012 as Building Safety Month **{Forwarded from the D&S Committee}** [PAGES 56-59]

## **Notes**

April 24, 2012 - The committee recommended that Council approve the resolution to designate the month of May 2012 as Building Safety Month. The vote in favor was unanimous.

## Richland County Council Request for Action

Subject: A Resolution to designate the month of May 2012 as Building Safety Month

### A. Purpose

County Council is requested to consider a Resolution that would designate the month of May 2012 as Building Safety Month.

### B. Background / Discussion

Designating the month of May as “Building Safety Month” is sponsored by the International Code Council and International Code Council Foundation to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials— who assure us of safe, efficient and livable buildings. Each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property. The draft Resolution designating the month of May as “Building Safety Month” is attached for Council’s consideration.

### C. Financial Impact

None.

### D. Alternatives

1. Approve the Resolution.
2. Approve an amended Resolution.
3. Do not approve the Resolution.

### E. Recommendation

This request is at Council’s discretion.

Recommended by: Donny Phipps, Director

Date: April 10, 2012

### F. Approvals

#### Finance

Reviewed by: Daniel Driggers

Date: 4/10/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Building Codes and Inspections**

Reviewed by: Donny Phipps

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to the discretion of Council.

**Administration**

Reviewed by: Sparty Hammett

Date: 4/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the resolution.



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$600,000 of General Fund Undesignated Fund Balance for Workers' Compensation claims **{Forwarded from the A&F Committee}**  
**[FIRST READING] [PAGES 60-63]**

## **Notes**

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

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

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

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

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

GENERAL FUND

REVENUE

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

EXPENDITURES

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

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin Washington, Chair

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

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

\_\_\_\_\_  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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

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

4/27/2012

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# Richland County Council Request of Action

## **Subject**

Extend Contract with Correct Care Solution Detention Center Medical Services **{Forwarded from the A&F Committee}** [PAGES 64-66]

## **Notes**

April 24, 2012 - The committee recommended that Council approve the request in the amount of \$3,843,271, which has already been allocated, to extend the contract with Correct Care Solutions until June 30, 2012. The vote in favor was unanimous.

**Richland County Council Request of Action**

Extend Contract with Correct Care Solution Detention Center Medical Services

**A. PURPOSE:**

The Detention Center requests that County Council extend the medical contract with Correct Care Solutions (CCS) to run through this FY (June 30, 2012). This extension will allow the Detention Center to properly budget each year without having an end of year increase.

**B. BACKGROUND / DISCUSSION:**

The contract Council awarded to CCS in 2006 will end in March 2011 and extended until April 2012. In efforts to make it easier to manage/budget and follow with the County's FY, the Detention needs to have this extended until June 30, 2012.

**C. FINANCIAL IMPACT:**

No financial impact as funds are budgeted for the expenditure. The estimated expenditure is \$3,843,271.00 of the \$5,051,525.00 requested in account # 2100-5265, Professional Services.

**D. ALTERNATIVES:**

1. Approve the request to extend the contract with Correct Care Solutions until June 30, 2012.
2. Do approve request and continue with renewal in April.

**E. RECOMMENDATION:**

The Department recommends that Council approve the request to extend the medical contract with CCS until June 2012.

Recommend by: Ronaldo D. Myers Department: Detention Center Date: March 22, 2012

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 4/3/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 4/3/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 4/4/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 4/4/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval to extend the contract with Correct Care Solutions until June 30, 2012.

# Richland County Council Request of Action

## **Subject**

Extension of Lease for the use of the Curtiss-Wright Hangar at Jim Hamilton-LB Owens Airport **{Forwarded from the A&F Committee}** [PAGES 67-77]

## **Notes**

April 24, 2012 - The committee recommended that Council approve the extension of a lease between Richland County and the South Carolina Historic Aviation Foundation for the temporary use of the Curtiss-Wright Hangar at the Jim Hamilton-LB Owens Airport. The committee directed staff to provide Council a copy of the old lease in order for Council to compare it to the new lease. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Extension of an existing lease for the use of the Curtiss-Wright Hangar at Jim Hamilton – LB Owens Airport (CUB)

### A. Purpose

County Council is requested to approve the extension of a lease between Richland County and the South Carolina Historic Aviation Foundation for the temporary use of the Curtiss-Wright Hangar at the Jim Hamilton – LB Owens Airport (CUB).

### B. Background / Discussion

The Curtiss-Wright Hangar was constructed in 1929 when the airport was first built. It is one of only five such structures remaining in the Nation. In 1998 it was listed on the *National Register of Historic Places*. Though the hangar is in poor condition, initial efforts are ongoing at the staff level to assess the viability of its eventual restoration.

The South Carolina Historic Aviation Foundation is a non-profit organization which has been formed to provide stewardship and restore the World War II era B-25C Bomber known as “Skunkie.” This bomber was retrieved from Lake Greenwood where it crashed while on a training mission in June 1944. It has been partially restored and is physically located within the Curtiss-Wright Hangar under an existing 12-month lease that was approved last year.

The leadership of the SCHAF requested permission from the Richland County Airport Commission to continue to keep the B-25C Bomber in the Curtiss-Wright Hangar for an indefinite period, on a month-to-month basis. While the Curtiss-Wright Hangar is in poor condition, it would provide some degree of cover for the aircraft and protection from the elements. The Airport Commission voted in their March 2012 meeting to recommend that the Richland County Council approve this request with the following conditions:

- The period of the lease shall be for an indefinite period, on a month-to-month basis;
- The SCHAF must hold liability insurance in an amount acceptable to Richland County;
- The SCHAF must hold Richland County and Eagle Aviation, our FBO, harmless;
- The CWH can only be used for the storage of the B-25C Bomber owned by SCHAF and commonly known as “Skunkie”;
- The SCHAF cannot disassemble or work on restoration of the aircraft;
- The SCHAF cannot conduct fundraising or public events within the CWH;
- The SCHAF must vacate the CWH within 30 days of notification by Richland County;
- The SCHAF will pay \$1.00 (one dollar) per month to Richland County for this lease; and
- The SCHAF will perform regular grounds maintenance within the hangar compound and to the edge of the adjacent public roads.

The conditions which are underlined above are new conditions and will be added to the existing lease agreement.

**C. Financial Impact**

The Curtiss-Wright Hangar has not been leased in the past as revenue-producing hangar space. In its current condition, it is not viable for a revenue-producing lease. There is no significant gain or loss of airport revenue associated with this request.

**D. Alternatives**

1. Approve the request to lease the Curtiss-Wright Hangar to the SCHAF based on the added conditions identified above.
2. Do not approve the request to lease the Curtiss-Wright Hangar to the SCHAF.

If the request to enter into a lease agreement with the SCHAF for use of the Curtiss-Wright Hangar is not approved, the SCHAF will have to move the B-25C Bomber to another location for its short term storage. There is no other available hangar of sufficient size on the airport to house the B-25C Bomber.

**E. Recommendation**

It is recommended that Council approve the request to authorize the County Administrator to execute a lease of the Curtiss-Wright Hangar.

Recommended by: Christopher S. Eversmann, PE, CM  
Department: Airport  
Date: April 10, 2012

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 4/11/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood Date: 4/12/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 4/12/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:  
 Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 4/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the lease extension as outlined above.

STATE OF SOUTH CAROLINA }

HANGAR LEASE AGREEMENT

COUNTY OF RICHLAND }

THIS LEASE AGREEMENT, made and entered into this 15<sup>th</sup> day of July, 2011 by and between the County of Richland, State of South Carolina, hereinafter referred to as "Lessor", and South Carolina Historic Aviation Foundation hereinafter referred to as "Lessee".

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows:

1. **LEASED PREMISES:** The Lessor does this day lease unto the Lessee, those certain premises described as hangar no: NA (also known as the Curtiss-Wright Hangar) owned by the County of Richland and more fully described and shown on a diagram of leased premises maintained by the Lessor. The aircraft to be stored in leased premises is described as follows:

North American, B-25C Mitchell Bomber, Commonly known as "Skunkie"

2. **TERMS:** The term of the lease shall be for a period of 12 months, commencing on the 15<sup>th</sup> day of July, 2011 and ending on the 30<sup>th</sup> day of June, 2012. This lease supersedes any and all other agreement between the parties concerning these leased premises. The Lessee agrees to pay to Lessor, an annual rental of \$ 1.00, payable in advance commencing on July 1, 2011.

3. **USE OF LEASED PREMISES:**

(a) The leased premises shall be used as a storage facility for the Lessee's own aircraft said aircraft being specifically identified in paragraph one (1) of this agreement. The Curtiss- Wright Hangar shall be used by the Lessee exclusively for the storage of the B25C commonly known as "Skunkie". No other aircraft may be stored at

said hangar, nor shall any work, disassemblage, or restoration be done on the aircraft while in the hangar.

(b) All activity and use by the Lessee shall be in strict compliance with all applicable statutes, ordinances, rules, orders, regulations and other requirements of the Federal, State, County and Municipal governments. All such regulations now existing and any changes or amendments made hereafter are hereby incorporated in the terms of this agreement as if set out verbatim. Failure of compliance by the Lessee, with such regulations shall be deemed a breach of the terms of this agreement and may result in immediate forfeiture of all right, title and interest in the leased premises.

(c) No hangar shall be used as a business location or in any way to generate revenues or reimbursement to the Lessee incident to the sale of parts, maintenance for hire, fuel sales, instruction for hire or other activity of a commercial or business nature. Lessee shall not conduct public fundraising or public events within the Curtiss-Wright Hangar.

#### **4. MAINTENANCE:**

(A) The Lessee hereby accepts the premises "AS IS" at the beginning of this lease and agrees to maintain said premises in the same condition and order, excepting any ordinary wear and tear and to reimburse, indemnify or otherwise accept responsibility to the Lessor for any damage to the premises or appurtenances caused by an act or neglect of Lessee, his/her agents, servants, employees or invitees.

(B) Any additions, alterations, modifications or construction by the Lessee of any kind relating to the leased premises must be expressly approved, in writing, by the Lessor before commencement of such construction. Lessee will insure that all work be in strict compliance with applicable building and fire codes. Any addition, fixtures or improvements which may be made by Lessee shall become the property of Richland County and be surrendered with the premises at the termination of this lease.

(C) Lessee agrees to keep the leased premises free of any mechanics' or material men's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance of the Lessee, and Lessee

further agrees to indemnify and save harmless Lessor from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed or materials furnished.

(D) Lessor and its agents, Richland County Airport Commission and authorized governmental agencies will have reasonable right of entry, without notice, to enter upon the premises to inspect for compliance with the terms of this lease and with applicable governmental regulations, make repairs or to exhibit the premises.

**5. ASSIGNMENT OR SUBLEASE:**

**6. DESTRUCTION OF PREMISES:**

In the event the premises shall be destroyed or damaged by fire or other casualty during the term of the lease, whereby the leased premises are not rendered tenantable within ninety (90) days therefrom, it shall be optional with either party to cancel this lease. Cancellation notice must be given in writing and rent due and payable only to the date of the fire or casualty.

It is hereby agreed and understood between the parties that if Lessor decides to remodel, alter or demolish all or any part of the leased premises, the Lessee agrees to vacate the premises upon receipt of thirty (30) days written notice.

**7. HOLD HARMLESS AND INSURANCE:**

(a) Lessee shall indemnify and hold harmless Lessor and the Richland County Airport Commission from and against any and all claims, demands, loss or liability of any kind or nature which parties may sustain or incur, or which may be imposed upon them or any of them for injury to, or death of persons, or damage to property arising out of or in any manner connected with the negligence or lack of care of Lessee or above-named parties in the use of the leased premises or in the use of the airport known as Jim Hamilton-LB Owens Airport and its facilities.

(b) All aircraft or other personal property placed or moved in the leased premises shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property or Lessee arising from the intentional or negligent act of any Co-Lessee or any other person whomsoever, nor for any damage caused by winds, rains, roof leakage, or theft. Lessee acknowledges, understands and agrees that the relationship created hereunder is that of Lessor and Lessee and no bailment is created or intended, whether express or implied.

(c) The Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, a Comprehensive General Liability insurance, protecting Owner against any and all liability by reason of Lessee's conduct of its business at the Airport, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways used by Lessee at the Airport, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000.00;

#### **8. SUBORDINATION AND ATTORNMENT:**

This lease is subject and subordinate to the lien of all mortgages now or at any time hereafter placed on any part of the demised premises. Lessee agrees, upon request, to execute such further instruments evidencing such subordination as Lessor or as any mortgagee of Lessor may request, and, if Lessee fails to do so, it is expressly understood that this lease shall constitute a Power of Attorney in favor of Lessor empowering the Lessor to do so in the name of the Lessee. Lessee agrees that in the event proceedings are brought for foreclosure of any mortgage now or hereafter placed on any part of the demised premises, it does hereby attorn to the mortgagee and/or purchaser at the foreclosure sale and their successors and assigns.

**9. LESSOR'S LIEN:**

The Lessee hereby pledges and assigns to the Lessor all of the personal property, goods and chattels which shall or may be brought or put on said premises as security for the payment of the rent reserved herein, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of Lessor, and Lessee agrees to pay Lessor's reasonable attorney's fees incurred thereby.

**10. ATTORNEY'S FEES:**

Lessor shall be entitled to recover a reasonable attorney's fee and costs in connection with any action or proceeding to enforce this lease, or to otherwise secure any rights reserved under this lease or as may be accorded by law. The Lessor shall have the right, in its sole discretion, to apply the security deposit toward payment of attorney's fees and costs.

**11. TERMINATION BY DEFAULT:**

The prompt payment of the rent for the premises upon the dates named, the faithful observance and compliance with all other terms contained herein and the faithful observance and compliance with all of Lessor's rules are the conditions upon which this lease is made and accepted and any failure on the part of Lessee to strictly comply with said provisions shall, at the option of Lessor, work forfeiture of this lease and Lessor shall be entitled to terminate this lease, and, thereupon the Lessor, its agents and attorneys shall have the right to enter the premises and remove all persons and property therefrom and release the premises. In the event the Lessee holds over upon termination by Lessor, Lessor shall be entitled to recover from Lessee double the sum of rent payable hereunder for the term of any such holdover.

In addition to the above, this Lease may be terminated by Lessor for any reason or no reason with thirty (30) days written notice to Lessee. If such Termination is effected, Lessee must vacate the premises by the end of the thirty (30) day notification period.

**12. PRORATION OF RENT:**

In the event the term of this lease commences on a day other than the first day of a month, the rent reserved hereunder shall be prorated for that portion of the month until the first day of the following month and shall be payable in advance.

**13. BANKRUPTCY:**

If the Lessee shall become insolvent, make an assignment to creditors or if bankruptcy proceedings shall be commenced by or against Lessee, before the end of the term hereof, the Lessor is hereby irrevocably authorized to forthwith cancel this lease as a default of the terms hereof.

**14. TIME OF ESSENCE:**

It is understood and agreed between the parties that time is of the essence of this lease and this applies to all terms and conditions contained herein.

**15. NOTICES:**

All notices hereunder shall be mailed or delivered to the respective parties at the address indicated below.

**16. WAIVER OF RIGHT OF RECOVERY:**

The Lessee waives his right of recovery in excess of any valid and collectable insurance. The hangar keeper's liability insurance is two hundred and fifty thousand (\$250,000.00) dollars on any one aircraft subject to a limit of two hundred fifty thousand (\$250,000.00) dollars on any once accident. Lessee hereby acknowledges disclosure of a waiver requested and received from the City of Columbia to the requirement in S404.3 of the City Code which requires construction of one hour firewalls with 3,000 sq. ft. in the hangars. Lessee agrees to indemnify and hold harmless the Richland County Airport Commission, the County Leasing Agent, The County of Richland and the City of

Columbia from any claims, causes of actions, suits or other legal action arising out of such waiver.

**17. CUMULATIVE RIGHTS:**

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights hereunder shall not operate to forfeit any of the said rights.

**18. BINDING EFFECT:**

This lease shall bind the Lessor and its successors and assigns, and the heirs, assigns, administrators or successors, as the case may be of the Lessee.

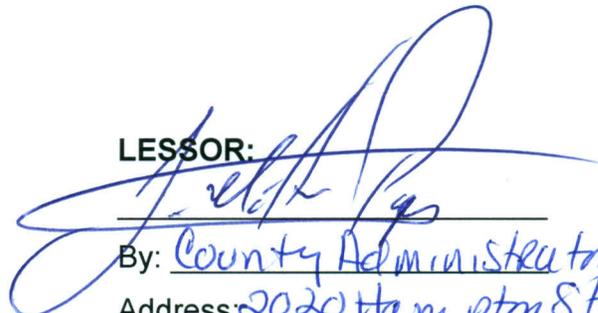
Lessee shall not record or cause to be recorded this lease or any memorandum thereof.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year above written.

**LESSEE:**

  
By: President - SC HAF  
Address: 3000 Devine Street  
Columbia, SC 29205

**LESSOR:**

  
By: County Administrator  
Address: 2020 Hampton St  
Columbia, SC 29204

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

# Richland County Council Request of Action

## **Subject**

Lower Richland Master Plan Area cost change **{Forwarded from the A&F Committee}[PAGES 78-80]**

## **Notes**

July 24, 2012 - The committee recommended that Council approve the expenditure of an additional \$22,800 to develop the Lower Richland Master Plan with expanded boundaries. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Lower Richland Master Plan Area cost change

### **A. Purpose**

County Council is requested to approve the added costs that resulted from the Lower Richland Master Plan Area boundary being expanded.

### **B. Background / Discussion**

The Lower Richland Master Plan was scheduled to begin in spring 2012 with the firm LandDesign. The cost of the combined Lower Richland Master Plan (at that time referred to as the Hopkins Master Plan) and the Spring Hill Master Plan was negotiated with the consultant and approved by County Council for \$289,000 (including Optional Scope items). Per the request of Chairman Washington and as approved by Council in March 2012, the boundaries of the original Hopkins Master Plan were extended to the Sumter County line and renamed the Lower Richland Master Plan. As the approved amount of \$289,000 was quoted prior to the boundary extension, there will be a \$22,800.00 increase in the price of the Lower Richland Master Plan due to additional meetings, data analyses and technical work that the larger boundary requires. The total cost of the two master plans (Lower Richland and Spring Hill combined, including Optional Scope items) is now \$311,800.

### **C. Financial Impact**

The Department will use existing funds, which are held by the Neighborhood Improvement Program, to pay for the additional cost of \$22,800.00. Council is requested to approve the expenditure of this money in order to cover the increase for the extended boundaries of the Lower Richland Master Plan.

### **D. Alternatives**

1. Approve the expenditure of \$22,800.00 in order to extend the boundaries of the Lower Richland Master Plan.
2. Do not approve the expenditure and reduce the Lower Richland Master Plan boundary to lower the cost.
3. Do not approve the expenditure and reduce the quality of the Lower Richland Master Plan to lower the cost.

### **E. Recommendation**

It is recommended that Council approve the expenditure of an additional \$22,800.00 to develop the Lower Richland Master Plan with expanded boundaries.

Recommended by: LaToya Grate, AICP

Department: Planning

Date: April 3, 2012

## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 4/4/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommendation based on funding plan. Funds are available as stated.

### Procurement

Reviewed by: Rodolfo Callwood

Date: 4/5/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

### Planning

Reviewed by: Tracy Hegler

Date: 4/6/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The additional expenditure requested is consistent with the expanded study area boundary.

### Legal

Reviewed by: Elizabeth McLean

Date: 4/6/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

### Administration

Reviewed by: Sparty Hammett

Date: 4/6/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the expenditure of an additional \$22,800.00 to develop the Lower Richland Master Plan with expanded boundaries. This is considerably less costly than conducting a separate Master Plan for the expanded area.

# Richland County Council Request of Action

## **Subject**

Preservation of Hospitality Tax fund balance **{Forwarded from the A&F Committee} [PAGES 81-86]**

## **Notes**

April 24, 2012 - The committee recommended that Council consider a financial strategy that would include an evaluation of other available funding sources for large projects prior to final approval that would utilize the fund balance dollars in the hospitality tax fund. The committee recommended that Council direct staff to draft a policy regarding how hospitality tax dollars will be used and submit this policy to Council for approval. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Preservation of Hospitality Tax fund balance

**A. Purpose**

County Council is requested to consider a financial strategy that would include an evaluation of other available funding sources for large projects prior to final approval that would utilize the fund balance dollars in hospitality tax fund.

**B. Background / Discussion**

During the Council meeting on April 3<sup>rd</sup>, Councilman Jackson made the following motion:

“Council explore using other funding source supplementing large projects costing over a targeted amount to build so as not to exhaust H-Tax funds.”

The Hospitality Tax Fund was established during FY04. The 2% tax is imposed on the gross proceeds of sales of prepared meals and beverages and is intended to be used for the dedicated purpose of improving services and facilities for tourists. Council approved a temporary reduction of the tax to 1% for the unincorporated areas of the county effective July 1, 2009 through June 30, 2011. Effective July 1, 2011, the tax rate returned to 2%.

The fund is currently set-up to assist the following per the Hospitality tax ordinance:

- Columbia Museum of Art
- Historic Columbia
- Edventure
- County promotions which are considered one year funding for approved county projects
- Other funding uses are at Council’s discretion.

For the previous four years, at a 2% rate, the Hospitality tax collections average approximately \$5,400,000. Expenses for the same period average \$2,600,000. The current year budget and prior four years of actual numbers are reflected in the chart below.

in millions	FY12 <u>Budget</u>	FY11 actual	FY10 actual	FY09 actual	FY08 actual
Tax rate	2%	1%	1%	2%	2%
Revenue	\$5.7m	2.8m	2.7m	5.2m	5.3m
Expenditures	5.7m	2.1m	2.9m	2.7m	2.5m
Total Fund balance		9.6m	10.9m	13.0m	13.0m
Unrestricted fund balance		\$570k	\$3.2m	\$2.7m	\$13.0m

**C. Financial Impact**

Financial impact could not be determined until further direction is obtained.

**D. Alternatives**

1. Approve the requested change to the financial policy.
2. Approve some other change in the financial policy.
3. Do not approve a policy change at this time.

**E. Recommendation**

It is recommended that Council approve alternative 1.

Recommended by: Councilman Jackson                      Department: Council                      Date: 4/10/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers    Date: 4/11/12  
 ✓ Recommend Council approval     Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

This is a policy decision for Council. Finance will be able to provide any financial impact once an amended policy is proposed.

**Procurement**

Reviewed by: Rodolfo Callwood    Date: 4/12/12  
 ✓ Recommend Council approval     Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley    Date: 4/12/12  
 Recommend Council approval     Recommend Council denial  
 ✓ Council Discretion (please explain if checked)  
 Comments regarding recommendation:  
 This is a policy decision for County Council.

**Legal**

Reviewed by: Elizabeth McLean    Date: 4/12/12  
 Recommend Council approval     Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

Policy decision left to Council’s discretion. Legal will review any proposed language that comes from this ROA for legal sufficiency.

**Administration**

Reviewed by: Tony McDonald

Date: 4/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the policy as proposed by Council Member Jackson.

## Michelle Onley

---

**From:** TONY MCDONALD  
**Sent:** Friday, April 27, 2012 11:31 AM  
**To:** Michelle Onley  
**Cc:** MILTON POPE; ROXANNE ANCHETA  
**Subject:** Agenda Item Backup - Preservation of Hospitality Tax Fund Balance  
**Attachments:** Agenda follow up

Michelle,

At the Administration & Finance Committee Meeting, the Committee requested a proposed policy that would help to preserve the Hospitality Tax fund balance. The proposed policy, which will be incorporated into the County's Financial Policies if approved, is attached for the Council's review.

Also, the Committee requested an explanation of the trending of the Hospitality Tax fund balance. That explanation is also included in the attached.

Please include this email, as well as the attached, as backup for the Council agenda.

Thanks,

Tony

## Michelle Onley

---

**From:** DANIEL DRIGGERS  
**Sent:** Friday, April 27, 2012 11:14 AM  
**To:** TONY MCDONALD  
**Subject:** Agenda follow up

Tony

Below is the information you requested. Let me know if this is what you need or if you need anything else.

1. Amend the financial policies to incorporate the following:

Special Revenue – Hospitality Tax – The existing policies recommend that the fund balance be maintained at a level of at least 60-days. However in order to preserve the balance and maintain the on-going local economic impact from the use of the hospitality tax funds, the County will encourage the following as an additional management practice. Prior to appropriating the use of hospitality Tax fund balance for major capital projects (in excess of \$750,000), the County Administrator will consider other county funding sources for any recommended project and include those alternatives for council consideration.

2. Explanation of the change in H-tax fund balance

The unrestricted fund balance for the hospitality tax fund decreased by \$10m from FY08 to FY09. This is attributed to the actions taken by County Council during the FY10 budget process.

First, Council approved the restriction of \$5m for a Regional Sports Complex. This restriction reduced the unrestricted.

Second, after reviewing the fund balance level, committed expenditures and the local economic environment, Council approved a temporary reduction of the local hospitality rate from 2% to 1% for FY10 and FY11. Since the rate would bring in less money at the reduced rate, Council approved a two year use of fund balance (approximately \$5m) to cover the shortfall in revenue based on the committed expenditures. The restriction of this \$5m reduced the unrestricted.

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation **[PAGES 87-89]**

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

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

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

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

GENERAL FUND

REVENUE

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

EXPENDITURES

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

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin Washington, Chair

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

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

\_\_\_\_\_  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

12-04MA  
Richland County  
GC to RM-MD (.64 Acres)  
5225, 5229, 5235 & 5239 Ridgeway St.  
09309-03-07(p)/08(p)/09(p)/10(p) **[PAGES 90-92]**

## **Notes**

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

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

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

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

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

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

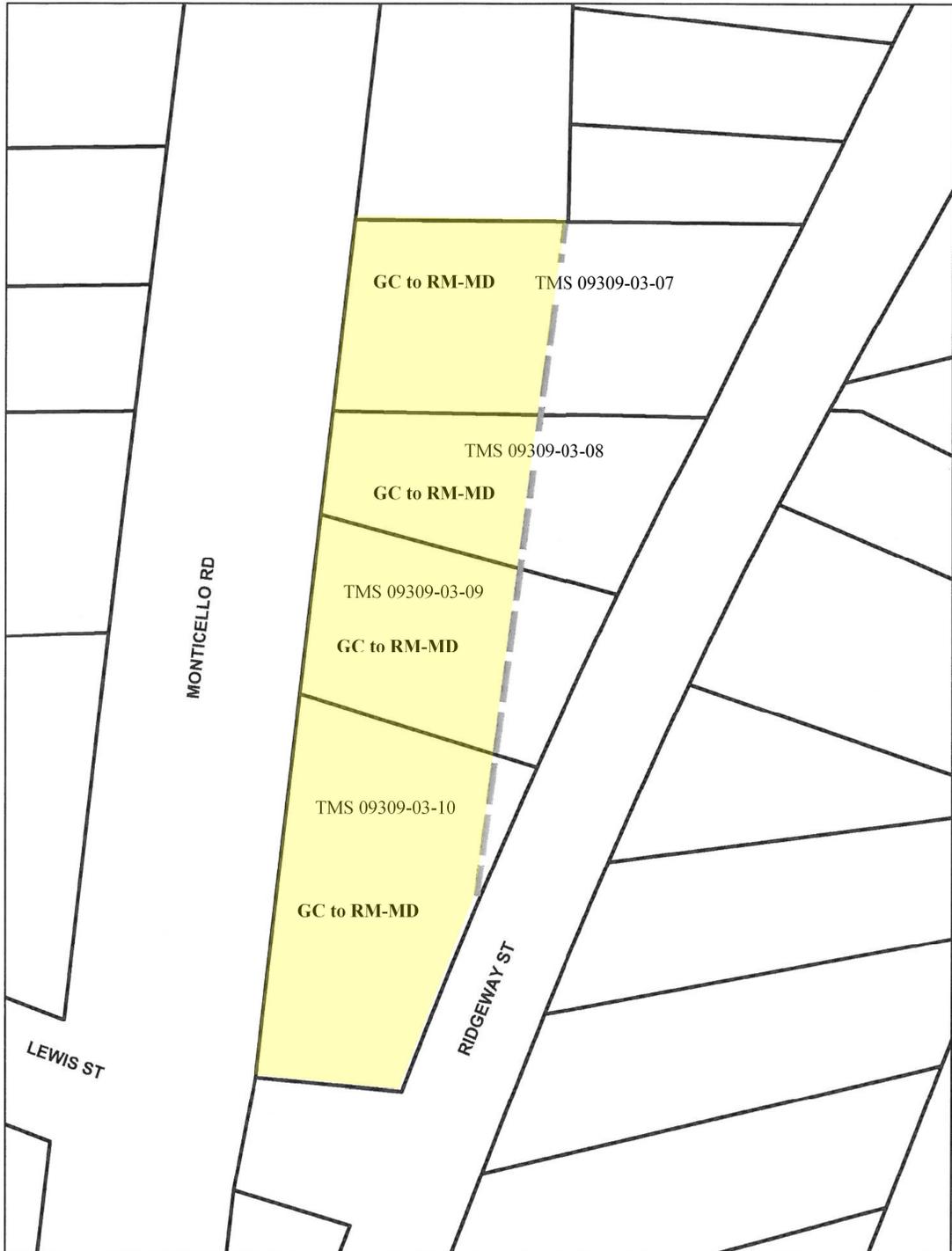
By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

Exhibit A



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1), Requirements for All Zoning Categories and Applications; Subparagraph (H); so as to allow black poles **[PAGES 93-95]**

## **Notes**

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

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

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

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

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

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

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

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

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

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Michelle M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2012 and ending June 30, 2013 **[BY TITLE ONLY] [PAGES 96-97]**

## **Notes**

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

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

**AN ORDINANCE TO RAISE REVENUE, MAKE  
APPROPRIATIONS, AND ADOPT A BUDGET FOR RICHLAND  
COUNTY, SOUTH CAROLINA FOR FISCAL YEAR BEGINNING  
JULY 1, 2012 AND ENDING JUNE 30, 2013.**

# Richland County Council Request of Action

## **Subject**

An Ordinance authorizing the levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2012, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2012 through June 30, 2013 **[BY TITLE ONLY] [PAGES 98-99]**

## **Notes**

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

**AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2012, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2012, THROUGH JUNE 30, 2013.**

# Richland County Council Request of Action

## **Subject**

Release of Cost and other Financial Information [**PAGES 100-103**]

## **Notes**

April 24, 2012 - The committee recommended that Council approve the request to not publish the release of County cost estimates, budget amounts, designated accounts and other financial information for projects, purchases, sales, solicitations and financial documents obtained in response to requests for proposals or any type of bid solicitation that might place the County at a disadvantage in negotiating and seeking competitive pricing. The vote was in favor.

## **Richland County Council Request of Action**

**Subject:** Release of Cost and Other Financial Information

### **A. Purpose**

The purpose is to request County Council's consideration of approval of not publishing the release of County cost estimates, budgets amounts, designated accounts and other financial information for projects, purchases, sales, solicitations and financial documents obtained in response to request for proposals or any type of bid solicitation that might place the County at a disadvantage in negotiating and in seeking competitive pricing.

### **B. Background / Discussion**

Currently the County releases information and documents incidental to approval of proposed contractual agreements, arrangements, sales and purchase of property; goods, services, equipment, supplies and construction. Release of County cost estimates and financial information prior to securing an agreement for the proposed action places the County at a disadvantage in negotiating, competing and seeking a fair price for the best quality.

In most situations the contractors and Vendors have an advantage due to the publication by the County of cost estimates, budgets, and designated accounts; allowing advance knowledge of the County's cost estimates and financial information. The financial information and cost estimates are released with the request for action on the solicitation, purchase, sales and negotiations. Cost estimates, budgets amounts, designated accounts and other financial information can be available for release in executive session at council request.

Once an agreement is reached and a contract executed by both parties, purchases made and property sold, cost, budgets amounts, designated accounts, financial information and other documents will be released and made accessible.

### **C. Financial Impact**

There is no financial impact associated with this request.

### **D. Alternatives**

1. Approve the request to not publish the release of County cost estimates, budgets amounts, designated accounts and other financial information.

2. Do not approve and continue publishing.

**E. Recommendation**

It is recommended that Council approve alternative # 1.

Recommended by: Rodolfo Callwood Department: Procurement Date: 4/9/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 4/10/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood Date: 4/10/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley Date: 4/11/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date:  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

I would only caution Council to be mindful of the FOIA, which outlines what documents must be released and when, and also for what purposes Council can go into executive session. If further legal guidance is requested, we can certainly provide that in a timely manner.

**Administration**

Reviewed by: Tony McDonald Date: 4/13/12  
✓ Recommend Council approval  Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the proposed policy, which was introduced in the form of a motion by Council Member Bill Malinowski at the April 3, 2012, Council Meeting.

# Richland County Council Request of Action

**Subject**

Authorizing the execution and delivery of an amendment to the fee in lieu of tax and incentive agreement between Richland County, South Carolina and Mars Petcare US, Inc. and other related matters [**PAGES 104-107**]

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
A RESOLUTION

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND MARS PETCARE US, INC. AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), and Mars Petcare US, Inc. (“Company”) entered into a Fee in Lieu of Tax and Incentive Agreement, dated December 13, 2011 (“Fee Agreement”) with respect to the Company’s investment in the County;

WHEREAS, the Company has requested an amendment to the Fee Agreement as set forth in the “Amendment to the Fee in Lieu of Tax and Incentive Agreement,” a copy of which is attached in substantially final form as Exhibit A (“Amendment”);

WHEREAS, the County and the Company are authorized under the Fee Agreement and Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, to amend the Fee Agreement; and

WHEREAS, the County desires to amend the Fee Agreement according to the terms of the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL:

**Section 1. Authorization to Execute and Deliver Amendment to Fee Agreement.** The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute and deliver the Amendment, which is in substantially final form as attached to this Resolution and presented before this meeting, with any revisions that are not materially adverse to the County, as may be approved by the County Council Chair in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the County Council Chair is further authorized and directed to deliver the executed Amendment to the Company.

**Section 2. Savings Clause.** If any portion of this Resolution shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 3. General Repealer.** Any prior resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

**Section 4. Effectiveness.** This Resolution shall be effective after adoption by Council.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Kelvin Washington, Chair of County Council  
Richland County, South Carolina

(SEAL)

Attest this 17<sup>th</sup> day of April, 2012

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

**EXHIBIT A**  
**AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 **[FIRST READING] [PAGES 108-137]**



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

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

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

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

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

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

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

(a) the Project will constitute a “project” as defined in the Act, and the County’s actions with respect to the Project will subserve the purposes of and conform to the Act;

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

(c) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power;

(d) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs;

(e) the County is expected to derive substantial direct economic benefits and numerous indirect benefits, such as indirect employment, indirect payroll income generated through direct, indirect, and induced income, and indirect investment (all as determined under generally accepted economic impact methodology);

(f) the inducement of the Project within South Carolina by means of the economic development incentives authorized herein is of paramount importance;

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

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

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

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

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

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

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

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

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

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

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

**AND IT IS SO ORDAINED, ENACTED AND ORDERED.**

Dated this \_\_\_ day of \_\_\_\_\_, 2012.

**RICHLAND COUNTY COUNCIL**

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

**ATTEST**

\_\_\_\_\_  
Michelle Onley, Clerk to Council

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF RICHLAND** )

**CERTIFIED COPY OF ORDINANCE**

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

Witness my official signature and seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

[Seal]

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

*McNair Draft #1*  
*4/16/12*

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

**Effective as of \_\_\_\_\_, 2012**

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

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**FEE AGREEMENT  
BY AND AMONG**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

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

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

**WITNESSETH:**

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

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

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

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

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

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

## 1. DEFINITIONS

### 1.1. *Specific Definitions*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2. References to Fee Agreement**

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

## **2. REPRESENTATIONS AND WARRANTIES**

### **2.1. *Representations and Warranties by the County***

The County warrants that:

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

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

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

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

### **2.2. *Representations and Warranties by Company***

The Company represents and warrants that:

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

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

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

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

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

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

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

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

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

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

### **3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT**

#### ***3.1. Construction and Acquisition of Project***

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

#### ***3.2. Completion Date***

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

### **3.3. *Completion of the Project***

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

### **3.4. *Amendments to Exhibits B and C***

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

### **3.5. *Minimum Investment and Minimum Jobs Commitment***

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

### **3.6. *Licenses and Permits; Assistance in Obtaining***

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

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

## **4. TERM, FEES AND ADDITIONAL PAYMENTS**

### **4.1. *Term***

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

#### **4.2. *FILOT Payments***

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

#### **4.3. *Additional Payments***

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

#### **4.4. *Failure to Pay in a Timely Manner***

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

### **5. FILOT PAYMENTS AND TAX CREDITS**

#### **5.1. *FILOT Payments; Calculation and Timing***

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

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

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

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

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

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

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

## **5.2. Tax Deductions, Credits and Exemptions**

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

## **5.3. Abating FILOT Payments**

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

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

## **6. OTHER COVENANTS**

### **6.1. *Use of Project***

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

### **6.2. *Limitation of County's Liability***

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

### **6.3. *No Liability of County Personnel***

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

### **6.4. *Transfer of Project; Financing***

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

### **6.5. *Financing***

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

## **6.6. *Leasing of Project***

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

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

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

## **6.8. *Waiver of Statutorily Required Recapitulation***

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

## **6.9. *Indemnification***

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

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

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

## **7. EVENTS OF DEFAULT AND REMEDIES**

### **7.1. *Events of Default by Company***

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

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

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

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

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

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

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

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

### **7.2. Remedies on Event of Default by Company**

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

### **7.3. Default by County**

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

## **8. MISCELLANEOUS**

### **8.1. Rights and Remedies Cumulative**

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

**8.2. Successors and Assigns**

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

**8.3. Notices; Demands; Requests**

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

(a) As to the County:

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

With a Copy to:

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

(b) As to the Company:

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

With a Copy to:

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

**8.4. *Next Succeeding Business Day***

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

**8.5. *Applicable Law; Entire Understanding***

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

**8.6. *Severability***

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

**8.7. *Headings and Table of Contents; References***

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

**8.8. *Multiple Counterparts***

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

**8.9. Amendments**

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

**8.10. Waiver**

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

**8.11. Non-Disclosure Of Company Information**

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

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

**RICHLAND COUNTY COUNCIL**

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

*(SEAL)*

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012

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

**[TO BE EXECUTED IN COUNTERPARTS]**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**MCENTIRE PRODUCE, INC.**

By: \_\_\_\_\_  
Name: Carter H. McEntire  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**R.C. MCENTIRE TRUCKING, INC.**

By: \_\_\_\_\_  
Name: Carter H. McEntire  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**MCENTIRE LIMITED PARTNERSHIP**

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

By: \_\_\_\_\_  
Name: Carter H. McEntire  
Its: Sole Member

**EXHIBIT A**

**COUNTY REPORTING REQUIREMENTS**

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

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

the following information:

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

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

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

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

**EXHIBIT B**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

None.

**EXHIBIT C**  
**DESCRIPTION OF PERSONAL PROPERTY**

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

# Richland County Council Request of Action

**Subject**

Business Service Center-2 [Teri Hutson Salane, April 1, 2012\*; and Patrice Viton, April 1, 2012\*]

# Richland County Council Request of Action

**Subject**

East Richland Public Service Commission-1 [Catherine Cook, June 19, 2012]

# Richland County Council Request of Action

**Subject**

Accommodations Tax Committee-4 (2 persons employed or have worked in Hospitality, 1 person employed or have worked in Lodging, and 1 person from a cultural industry); no applications were received

# Richland County Council Request of Action

**Subject**

Appearance Commission-2 (1 licensed horticulturalist and 1 landscaper is needed)

# Richland County Council Request of Action

**Subject**

Board of Assessment Control

# Richland County Council Request of Action

**Subject**

Building Codes Board of Adjustments and Appeals-3 (1 person must be a licensed electrician and 2 individuals must be in the Fire Protection industry or employed in fields with extensive knowledge of fire codes and fire regulations); no applications were received at this time.

# Richland County Council Request of Action

**Subject**

Building Codes Board of Adjustments -1 [E. Ralph Walden (Architect), June 2, 2012]

# Richland County Council Request of Action

**Subject**

Business Service Center Appeals Board-1 (a CPA is needed); no applications were received

# Richland County Council Request of Action

**Subject**

Internal Audit Committee-1 (person must be a CPA); one application was received from K. Eve McCoy, CPA\* [**PAGES 146-148**]

\* Eligible for reappointment.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: K. Eve McCoy

Home Address: 6307 Goldbranch Rd. Columbia SC 29206

Telephone: (home) (803) 609-1590 (work) (803) 256-9100

Office Address: 1518 Lady St. Columbia SC 29201

Email Address: kemccoycpa@aol.com

Educational Background: B.S. Univ. of SC - Accounting Major - Honor Graduate

Professional Background: CPA IN PUBLIC ACCOUNTING OVER 30 YEARS

Male Female

Age: 18-25 26-50

Over 50

Name of Committee in which interested: INTERNAL AUDIT COMMITTEE

Reason for interest: I BELIEVE MY PROFESSIONAL BACKGROUND WOULD BE OF VALUE IN THIS VOLUNTEER POSITION.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I HAVE OVER 30 YEARS EXPERIENCE AS AN AUDITOR OF GOVERNMENTAL ENTITIES I HAVE THE BACKGROUND KNOWLEDGE TO BE OF ASSISTANCE-

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? NO

Recommended by Council Member(s): N/A

Hours willing to commit each month: 3

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 \_\_\_\_\_ ✓

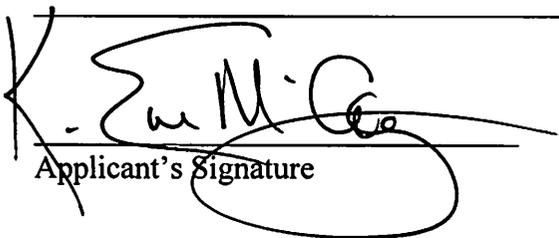
### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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: \_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

4/13/12  
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:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

# Richland County Council Request of Action

## **Subject**

Township Auditorium Board-2; applications were received from the following: John V. Crangle; David H. Gates; Christopher Leevy Johnson\*; Lillian A. McBride; Eva Prioleau; John Whitehead\* **[PAGES 149-166]**

\*Eligible for reappointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: JOHN V. CRANGIE
Home Address: H. 303 HAYMON CT ADD 501 PELHAM DR COLA SC 29209
Telephone: (home) 803 776 2592 (work) 691-3016
Office Address: LIMESTONE COLLEGE, 400 ALBOR LAKE DR COLA SC 29223
Email Address: FJOHNV@LIMESTONE.EDU
Educational Background: PHD 1969, J.D. 1985 N.C. CAROLINA
Professional Background: ATTORNEY & PROFESSOR OF LAW + POL. SC.
Male [x] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [x]

Name of Committee in which interested: TOWNSHIP AUDITORIUM
Reason for interest: EFFICIENT USE OF AUDITORIUM TO PROMOTE ENTERTAINMENT IN MIDLANDS.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: EXPERIENCE IN LAW EDUCATION PUBLIC SERVICE, AND PUBLIC RELATIONS

Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? I WORKED IN THE ENTERTAINMENT BUSINESS IN 1970'S & WAS A PART OWNER OF JACKSONVILLE "FINEBIADS"
Recommended by Council Member(s):
Hours willing to commit each month: 30 PRO FOOT BALL TEAM (1979-82)

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 \_\_\_\_\_

MISDEMEANORS -

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

John R. Kyle 4/4/2012  
Applicant's Signature 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.**

<b>Staff Use Only</b>	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: DAVID H. GATES  
Home Address: 309 Jagsback Ave, Columbia, SC. 29209  
Telephone: (home) 803-695-1212 (work) 803-776-4000, X7644  
Office Address: Dorn Medical VA Hospital  
Email Address: dauidgates231@gmail.com  
Educational Background: BS Degree  
Professional Background: \_\_\_\_\_

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Township Auditorium Board  
Reason for interest: Learn how events, shows, etc, are selected and scheduled.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Team player, willingness to learn and a person that can be counted on.

Presently serve on any County Committee, Board or Commission? NONE

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): N/A

Hours willing to commit each month: 10 HRS

**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  \_\_\_\_\_

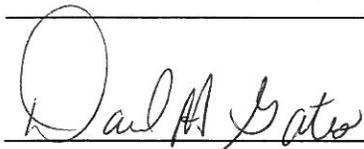
#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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: \_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

2/26/2012  
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: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Christopher Leevy Johnson  
Home Address: 629 Flycatcher Lane, Blythewood, SC 29001  
Telephone: (home) 803-661-6628 (work) 803-771-7799  
Office Address: 1831 Taylor St, Columbia, SC 29201  
Email Address: chrisc@leevy.com  
Educational Background: PhD - USC in American History  
Professional Background: Pastor / Funeral Director  
Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Township Board  
Reason for interest: community service, entertainment  
and promoting Columbia's cultural scene  
Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

Presently serve on any County Committee, Board or Commission? Township Board  
Any other information you wish to give?  
Recommended by Council Member(s): Paul Livingston  
Hours willing to commit each month:

**CONFLICT OF INTEREST POLICY**

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*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**

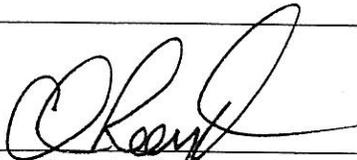
Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No           /          

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

\_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

4/13/12  
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: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Lillian A. McBride

Home Address: 545 Trader Mill Rd Columbia South Carolina 29223

Telephone: (home) 803 736-8395 (work) 803 576-2245

Office Address: 2020 Hampton St Columbia South Carolina 29204

Email Address: [mcbridel@rcgov.us](mailto:mcbridel@rcgov.us)

---

Educational Background: Bachelor of Science Degree in Business Administration Minor:  
Finance

Professional Background: Executive Director of Richland County Board of Election &  
Registration

Male  Female

Age: 18-25  26-50  Over 50

Name of Committee in which interested: **Township Auditorium Board**

Reason for interest: To be a part of bringing communities together, and to be a part of bring  
diversity into the midland.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission: See Resume and Biographical

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give?

Recommended by Council Member(s): Gwendolyn D Kennedy

Hours willing to commit each month: Whatever it take to get the job done.

**CONFLICT OF INTEREST POLICY**

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*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 X

**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 X

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

  
Applicant's Signature

4/12/2012  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
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<b>Staff Use Only</b>	
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Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

*Lillian A. McBride, BS*

545 Trader Mill Road  
Columbia, SC 29223  
Telephone: (803) 736-8395

**Career Objective:** To manage and direct in County government as Executive Director of Richland County Board of Elections & Registration

**Education:** Bachelor of Science Degree in Business Administration,  
Minor: Finance  
South University, Columbia, SC

**Work Experience:** **July 1 2011 – Present**  
Appointed as Executive Director of Richland County Board of Elections & Registration

**March 2006 to June 30 2011**

Appointed Chair and Director of the Board of Voter Registration

- Active involvement in the Voter Registration and Election process
- Serves on the Legislative Committee and Membership Committee for the South Carolina Association of Registration & Elections.
- Teaches certification training classes for the South Carolina Association of Registration and Election Officials
- Ensures the success of the election process by overseeing absentee
- Application process, overseeing the registration process of new voters
- Oversees 13 full time and part-time employee
- Maintains adequate funding for the office
- Improves voter participation through voter education by visiting nursing homes regarding absentees and registering to vote, high schools, colleges, churches, and Fort Jackson military base to increase voter education

**July of 1989**

Appointed to Richland County Board of Voter Registration

- Full-time board member
- Maintain proper registration and absentee voting procedures

**Lillian A. McBride**  
**Resume – Page 2**

**Certification:** South Carolina Voter Registration and Election Commission Training and Certification Program, Leadership Certification (from Midland Technical College)

**Community Activities** Serves in Women Ministry at her church, Sunday School teacher and in various youth group activities as a mentor and leader. Participates in community events to educate and register voters within the county.

*Lillian A. McBride, BS*  
*Biographical Sketch*

Lillian A. McBride is married to Angelo A. McBride and they have two children. She has a Bachelor of Science Degree in Business Administration and with a minor in Finance from South University, Columbia, South Carolina. She is a resident of Columbia, SC where she is a faithful member of her community and serves society through her leadership at the Board of Voter Registration. Lillian is a member of the Clement Road Church of God, Columbia, SC where she serves as director of the Women's Ministry, Sunday School teacher, and Youth counselor.

She has been actively involved in her career as well as the community through various capacities. She is the director of the 2<sup>nd</sup> District of the South Carolina Association of Registration and Election (SCARE). Lillian also serves on the legislative committee of SCARE. Some of Lillian's achievements as director for the Board of Voter Registration include:

- Increased staffing 6 to 13 employees to meet the workload demands on new and changes to existing voter applications, absentees, imaging scanning system, address systems, redistricting, and preparation for higher voter turnout in future elections
- During the 2008 election, over 35,000 absentee applications were processed; over 20,000 new voters were registered and over 16,000 changes were processed
- 2006, appointed Chair and Director for the Richland County Board of Voter Registration. At that time, the office only employed 6 staff members. As of today, the staffing has been increased to 13 including full and part-time employees
- Ensure adequate funding for the Board of Election and Voter Registration of Richland County

Participate in community events to educate and register voters within the county. During her tenure, voter participation has improved through voter education by  
Lillian A. McBride  
Biography – Page 2

- visiting nursing homes regarding absentees and registering to vote, high schools, colleges, churches, and Fort Jackson military base to increase voter education
- Recognized the oldest as well as the youngest voter in Richland County
- Implemented various technology infrastructures to improve service within the Voter Registration Department
- Contracted with Imaging Scanning Systems to scan voter applications to eliminate staff having to manually pull voter applications and can now access information quicker and make timely decisions
- Developed an auto-precinct system which verifies voter's precincts using voter's home address and zip codes

Lillian is mindful that a successful career builds upon renewed goals. The following highlights of her goals to serve as direct for the Elections and Voter Registration

- Currently working on expanding growth and services
- To maintain accurate voter registration records for Richland County
- To increase the number of registered voters each year through community outreach
- To produce and maintain an accurate listing of registered voters for each election
- To timely serve the citizens of Richland County using automation technology infrastructure and best customer service practices
- To establish satellite offices for early voting for Richland County

Some additional goals are to

- Establish a robust training program for pole managers and workers
- Ensure real-time poll results are displayed electronically on election night for the media, candidates, and anyone of interest
- Ensure technology is available and used to expedite efficient office and poll transactions
- Ensure that Richland County Elections and Voter Registration the State Capitol county is a positive and reflective model for the other Board of Elections and Voter Registrations through the State of South Carolina



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Eva Prioleau

Home Address: 216 Fox Meadow Lane, Hopkins SC 29061

Telephone: (home) 803-695-4990 (work) 803-576-2433

Office Address:

Email Address: Master of Business Administration

Educational Background:

Professional Background: Finance and Management

Male [ ] Female [x] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: The Township Auditorium

Reason for interest: To provide higher levels of services to residents.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

My education, experience working with budgets, organized community clean sweeps, served on grievance committee have given me a firm understanding of issues and what businesses and citizens require from local government.

Presently serve on any County Committee, Board or Commission? Grievance Committee (2 terms)

Any other information you wish to give? 10 years experience in finance and budgets

Recommended by Council Member(s): No

Hours willing to commit each month: 20+ hours

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*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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

4/17/12  
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: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: JOHN WHITEHEAD

Home Address: 2223 Gadsden Street

Telephone: (home) 803-252-5848 (work) 803-771-6303

Office Address: 914 Pulaski Street

Email Address: cmfa5678@aol.com

Educational Background: Graduate of USC

Professional Background: Arts Administrator

Male      Female      Age: 18-25      26-50       Over 50

Name of Committee in which interested: Township Auditorium Board of Trustees

Reason for interest: Have long been associated with the Township as one of the leading venues for the arts performances in the Midlands of SC; and would like to continue as an active member of the governing board.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have worked with the Township Auditorium as a member of the governing board of Trustees and also as presenter with the Columbia Music Festival Association, and its affiliate organizations which regularly perform at the Township.

Presently serve on any County Committee, Board or Commission? Yes on Township

Any other information you wish to give? I am eligible for reappointment

Recommended by Council Member(s): yes

Hours willing to commit each month: as many as required to fulfill the obligation

**CONFLICT OF INTEREST POLICY**

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*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 xx \_\_\_\_\_

**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 xx \_\_\_\_\_

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

  
Applicant's Signature

March 27, 2012  
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.**

<b>Staff Use Only</b>	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

# Richland County Council Request of Action

**Subject**

Council Member Individual Discretionary Account Motions [**PAGES 167-171**]

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>1. Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members individual spending accounts so that each council person will be restricted to only spending their authorized amount.</p>	<p>Malinowski/A&amp;F, 2/7/2012</p>	<p>Staff, Finance and Legal to create policy restricting overspending.</p>	<p>Forwarded to R&amp;A from the A&amp;F on 3/27/2012</p>
<p>2. Staff in conjunctions with the Finance and Legal Departments will develop a policy relating to Richland County Council member's individual spending accounts so that each council person, as well as other line items for which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount.</p>	<p>Manning/A&amp;F, 2/7/2012</p>	<p>Staff, Finance and Legal to develop a policy to make the Council's accounts a line item to be handled during the budget process.</p>	<p>Forwarded to R&amp;A from the A&amp;F on 3/27/2012</p>
<p>3. To have the following sent to the R&amp;A Committee for review &amp; recommendation: County Council Expense Accounts – (1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid from the Council member's paycheck. OR (b) The Council member may solicit additional expense account funds from another Council member who has unspent funds in</p>	<p>Pearce/R&amp;A 3/20/2012</p>	<p>Rules Committee to review and come back to Council with recommendations to establish a rule to allow for the use of another Council member's account, and guidelines to refund the individuals overspent account and reimbursement to the solicited Council member's account.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>his/her account. The R&amp;A Committee will develop a form that includes a section for the Council member soliciting the funds to sign &amp; a section for the granting Council member to sign approving the request for transfer of funds. Once completed, the form will be turned in to the Clerk of Council who will send the signed request to the Finance Dept. where the appropriate transfer of funds &amp; accounting can take place. The Clerk of Council will also maintain a file copy of the form in the Council office. PLEASE NOTE: This is simply a “suggestion” as to how we might deal with this matter. I am certainly open to any ideas any of you might have as to how this might be improved upon.</p>			
<p>4. To have the following sent to the R&amp;A Committee for review &amp; recommendation: County Council Expense Accounts – (1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid to the County prior to the end of the fiscal year in which the excess spending occurred. If the deficiency is not</p>	<p>Rose/R&amp;A, 3/20/2012</p>	<p>To have the Rules Committee to bring back a recommendation to have the Council member to repay overspent account prior to the end of the fiscal year, or have the amount deducted from their pay check.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>corrected within 30 days of the beginning of a new fiscal year, the deficiency will be repaid from the Council member's paycheck.</p>			
<p>5.Motion to have the following sent to the R&amp;A Committee for review &amp; possible action: County Council Expense Accounts –(a) Each Richland County Council member will be annually allocated an expense account in the amount of\$7,000 to be used at his/her discretion according to the Rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (b) Each member will be allowed to rollover up to \$700 (10%) unspent from the ending fiscal year into the new fiscal year by written request to Administration. (c) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she would be allowed to have up to \$700 (10%) deducted from the new year's \$7,000 allotment. (d) In the event that a Council member exceeds the allowable expense account allocation as noted in # C above, he/she must do one of the following: (1) The Council member may solicit additional expense account funds from another Council member who has unspent funds in his /her account. (The R&amp;A Committee will create a form to authorize the Finance Dept. to make the appropriate</p>	<p>Manning/R&amp;A, 3/20/2012</p>	<p>To have the Rules Committee to review a possible policy for Council members to rollover \$700(10%) of their unspent account at the end of the fiscal year into the new fiscal year, with a written request to Administration. If a council member exceeds their \$7,000 allotment plus the \$700 carried over, they could solicit additional funds from another member. The Rules Committee is to create a form authorized by Finance to make the transfer. The Council member must repay the County by September 1<sup>st</sup>, if not the amount would be garnished from that member's paycheck.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>transfer. OR (2) The amount overspent by the Council member must be repaid to the County by first day of September. If the overage amount is not paid by the first day of September, the monies will be garnished from the Council member's paycheck.</p>			

Note: Highlighted information denotes the differences in the motions.

# Richland County Council Request of Action

**Subject**

That all items currently listed at the end of the A&F and D&S Committee agendas as "Items Pending Analysis" be cleared up within 90 days. There is no reason some action should not be taken, even if it means to table it for now  
**[MALINOWSKI]**

# Richland County Council Request of Action

## **Subject**

All committee items being sent to full council will not automatically be placed on the consent agenda but be listed as first reading items. The rationale is that only three persons could be present for the quorum and if all voted for the item it goes on the consent and this is only about 27% of council. **[MALINOWSKI]**

# Richland County Council Request of Action

**Subject**

Reviewing Committee Qualifications [**PAGES 174-179**]

## Boards and Committees with Special Requirements

### Accommodations Tax Committee

State Law requires:

- Majority of the seven member committee come from the hospitality industry
- At least two member must be from the Lodging industry
- One member must represent cultural organizations

### Airport Commission

- Two of the nine members must reside within one mile of the airport

### Appearance Commission

- One member must be a landscape architect or landscaper
- One member must be a horticulturalist

### Building Codes Board of Adjustments

- There must be a licensed electrician, architect, contractor, engineer, builder, plumber, and someone that handles gas
- The other four members must come from the fire protection industry

### Business Service Center Appeals Board

- Three of the five members must be CPAs
- One member must be from the SC Bar Association
- One person must be from the business community
- Only one Richland County Employee can serve at a time

### East Richland Public Service Commission

- All five members must reside or be electors of the district

### Internal Audit Committee

#### o First Appointee

- Appointment must be a citizen of Richland County.
- Must have, at a minimum, Bachelor of Science (BS) degree in an accounting, a financial and/or a managerial discipline.
- Preference will be given to individuals with Certified Public Accountant (CPA) credentials (currently licensed in South Carolina)
- Preference will be given to individuals with at least ten or more years of experience in the accounting, finance and /or management professions of which must be in an upper management role.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

○ Second Appointee

- Must also be a citizen of Richland County.
- While no other qualifications are required for Appointment #2, preference may be given to individuals with some or all of the qualifications required for Appointment #1.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointment shall be for a one-year term, with up to three term renewals (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

All board and committee member must be residents of Richland County

## **Board or Commission**

### **Accommodations Tax Committee**

- Established pursuant to S.C.Code Ann. Section 6-4-25, which provides in relevant part:

#### **§ 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee**

(A) ...The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

### **Airport Commission**

- Established pursuant to Richland County Code of Ordinances Section 3-21, which provides in relevant part:

#### **Sec. 3-21. Established; composition; terms; officers; meetings.**

... (b) The Richland County Airport Commission shall consist of nine (9) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall reside in either the Rosewood, Shandon, or Hollywood-Rose Hill-Wales Garden area.

## Appearance Commission

- Established pursuant to Richland County Code of Ordinances Section 2-332(i), which provides in relevant part:

(i) *Richland County Appearance Commission.*

(2) *Membership.* The Richland County Appearance Commission shall consist of at least 11 members who are individually appointed by the representing councilperson to represent each council district. Additionally, two members shall be appointed at-large by majority vote of the full council, for a maximum number of 13 commission members. At least one member of the commission must be a landscape architect and one member must be a horticulturist; and the other members being interested citizens residing in Richland County. Appropriate representatives from the South Carolina Department of Transportation, City of Columbia, and the county will serve as ex-officio members.

## Building Codes Board of Adjustment

- Established pursuant to Richland County Code of Ordinances Section 6-75, which provides in relevant part:

### **Sec. 6-75. Building codes board of appeals. (Ord. 007-11HR; 2-1-11)**

(a) *Establishment.* The building codes board of appeals is hereby established and shall consist of seven (7) members. Such board shall consist of one (1) architect, one (1) engineer, one (1) contractor, one (1) alternate member from each of the building, electrical, gas and plumbing industries, and three (3) alternate members from the fire protection industry. All members shall be residents of the county. All members shall be appointed by the council and serve without compensation. Based on the nature of the pending appeal(s), the Building Official shall select four (4) of the alternate members to serve on the board for any scheduled meeting and shall take into consideration the expertise offered by said member in making such selections. (Ord. 007-11HR; 2-1-11)

## **Business Service Center Appeals Board**

- Established pursuant to Richland County Code of Ordinances Section 2-332(l), which provides in relevant part:

(1) *Richland County Business Service Center Appeals Board.*

(2) *Membership.* The Business Service Center Appeals Board shall consist of five members who shall be appointed by majority vote of the Council. The five-member board shall be comprised of three Certified Public Accountants, one member of the S.C. Bar Association, and one other business person. All members must be interested citizens residing in Richland County. Not more than one member of the Appeals Board may be an employee of the County.

## **East Richland Public Service Commission**

- Established pursuant to Richland County Code of Ordinances Section 2-332(f), which provides in relevant part:

(f) *East Richland Public Service District.* The public service district shall consist of five (5) members appointed by the governor upon the recommendation of the county council for five (5) year terms. Members shall be electors or residents of the district, and at least one member shall be a resident of each incorporated municipality within the districts. Meetings at call.

## **Internal Audit Committee**

- Established pursuant to Richland County Code of Ordinances Section 2-332(q), which provides in relevant part:

(q) *Internal Audit Committee.*

(2) *Membership; terms.* The Internal Audit Committee shall be comprised of three members of Council (the Council Chair, the A&F Committee Chair, and the D&S Committee Chair), two citizens appointed by a majority vote of the Council at large, and an employee appointed by the County Administrator. The citizens' and the employee's terms shall be one year in length, with up to three term renewals permitted. The Council members' terms shall be for as long as they serve in the capacity of Council Chair or Committee Chair.

# Richland County Council Request of Action

**Subject**

Report of Joint Transportation Committee

- a. Timeline [**PAGES 180-183**] [**ACTION**]

# Transportation Sales Tax Timeline

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Submission of Ballot Question to County Election Commission

Regular Session Council Meetings

County Holidays

**RICHLAND COUNTY, SOUTH CAROLINA**  
**TIME SCHEDULE FOR TRANSPORTATION SALES TAX REFERENDUM**  
**South Carolina Code of Laws § 4-37-10 et seq.**  
**(November 6, 2012)**

<u>Date</u>	<u>Event</u>	<u>Responsible Parties</u>
April 16, 2012	Joint Transportation Committee (JTC) Organizational Meeting; Recommend approval of Work Authorization for Parsons Brinckerhoff (PB) to revise 2010 Study (Revise project costs, revise revenue projections, etc.)	Staff, JTC
April 17, 2012	Report of the JTC on the Council Agenda; Council approve the Work Authorization for PB to revise 2010 Study	Staff, County Council
April 18 – June 1, 2012	PB Revise 2010 Study	Staff, PB
June 4, 2012	JTC Meeting – Review revised project costs, revenue projections, etc. Formulate preliminary recommendations.	Staff, JTC, PB
June 5, 2012	First Reading of Ordinance by Title Only Ordering Referendum	Staff, County Council; Bond Counsel
June 6, 2012	Publish Notice of Public Hearing	Bond Counsel
June 11, 2012	JTC Meeting – Finalize recommendations for Council	Staff, JTC, PB
June 12, 2012 OR June 19, 2012 (Or both)	Council Work Session	Staff, JTC, PB, County Council
June 19, 2012	Public Hearing and Second Reading of Ordinance	Staff, County Council; Bond Counsel
July 10, 2012 (or July 17, 2012)	Third Reading of Ordinance	Staff, County Council; Bond Counsel
August 15, 2012, by Noon	Submission of question to County Election Commission	Bond Counsel
August 23, 2012	Submission of letter to Justice Department for Pre-Clearance under Voting Rights Act	Bond Counsel

Week of September 23, 2012	Submit Notice of Public Hearing to <i>The State</i> for publication the week of September 30, 2012	County Election Commission; Bond Counsel
Week of September 30, 2012	Submit Notice of Referendum to <i>The State</i> for publication on October 9 <sup>th</sup> , 16 <sup>th</sup> , 23 <sup>rd</sup> and 30 <sup>th</sup> , 2012	County Election Commission; Bond Counsel
Week of October 15, 2012	Hold Public Hearing	County Election Commission
November 6, 2012	Referendum	County Election Commission
November 13, 2012	Adoption of Resolution Declaring Results	Staff, County Council
As Soon As Possible After Adoption	Filing Resolution Declaring Results	Bond Counsel

# Richland County Council Request of Action

**Subject**

Richland County Approval of CMRTA Proposed Service Reductions [**PAGES 184-187**]



April 11, 2012

The Honorable Kelvin Washington  
Chairman, Richland County Council  
VIA E-MAIL: [washingtonk@rcgov.us](mailto:washingtonk@rcgov.us)

J. Milton Pope, County Administrator  
Richland County, South Carolina  
VIA E-MAIL: [miltonpope@richlandonline.com](mailto:miltonpope@richlandonline.com)

RE: Richland County Approval of CMRTA Proposed Service Reductions

Dear Chairman Washington and Mr. Pope:

As you know, the CMRTA finds itself in the unfortunate situation of having to reduce services so that its budget can be balanced for the remainder of the fiscal year. Also, as you are aware, pursuant to the IGA these service reductions require approval of the funding partners.

The CMRTA Board of Directors met earlier today and approved service reductions necessary to balance the CMRTA's budget. Bob Schneider, the CMRTA's Executive Director, will attend the County's transportation workshop this evening and make a presentation which will include updated information on the budget situation and a detailed description of proposed service reductions.

The purpose of this letter is to request that approval of the service reductions be placed on the County Council agenda for its next meeting on May 1, 2012. Bob Schneider can attend that Council meeting to answer any additional questions Council members may have.

Please let me know if you have any questions at this time. Also, please let me know if you would like any materials submitted to County Council prior to the meeting on may 1, 2012. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian DeQuincey Newman".

Brian DeQuincey Newman  
Chairman, Board of Directors

# COMPARISON OF Past vs. Current CMRTA SERVICE PROPOSALS

## Reductions proposed January 2012

## Services for proposed for May 14, 2012

*(Impacts were minimized by the fiscal contributions of the City of Columbia and Richland County)*

### Saturday Service:

<b># of Routes in Svc</b>	0 – Discontinues of all 14 routes	Maintains 7 routes
<b>Span of Service</b>	0 - No Service	10 hours of service

### Sunday Service:

Discontinues All Sunday Service	Discontinues All Sunday Service
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### Holiday Service:

Discontinues Memorial Day, Independence Day (July 4 <sup>th</sup> ) & Labor Day	No service on Memorial Day, Independence Day (July 4 <sup>th</sup> ) & Labor Day
---	--

### Weekday Adjustments:

<b># of Routes</b>	24 – No change	19 – Streamlines 4 routes into 2; Discontinues 3 underperforming & duplicating routes
<b>Span of Service</b>	No service between 8:45AM – 3:15PM No service after 6:45PM	Maintains midday service Maintain service until 7:30PM

# PROPOSED CMRTA Balanced Budget Service Implementation Plan

## Service Discontinued May 14, 2012

## Financial Impact

<b><u>Saturday Service:</u></b>	Maintains 7 top-producing routes & Condensed Service Hours (7-6pm)	\$400,000 annual cost savings
<b><u>Sunday Service:</u></b>	All Sunday Service Discontinued	\$400,000 annual cost savings
<b><u>Holiday Service:</u></b>	Discontinued Service on Memorial, Independence & Labor Days	\$30,000 annual savings

## **Weekday Service Streamlining:**

### **Route Duplication & Condensed Service Hours**

Discontinued: #36 Crosstown: Approx 80% coverage by other routes

Discontinued: #35 Sand Hills Express: Approx 50% coverage by other routes w/ low ridership

Combine #3 Rosewood & #8 Rose Hill: Similar geographic areas w/ 30% duplication

Combine #11 Colonial Heights & #12 Edgewood: Similar geographic areas w/ some duplication

No service after 7:30PM with most routes ending at 6:45pm

\$1,400,000 annual savings

<b><u>Other:</u></b>	DART, Transit Center & Overhead Costs	\$270,000 annual cost savings
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<b><u>Fiscal Impacts:</u></b>	SCANA Funding Loss: \$2.5M	Annual cost savings: \$2.5M
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# Richland County Council Request of Action

**Subject**

Richland Memorial Easement [**PAGES 188-196**]

Richland Memorial Hospital  
B o a r d o f T r u s t e e s

April 24, 2012

J. Milton Pope  
County Administrator  
Richland County Government  
2020 Hampton Street  
P.O. Box 192  
Columbia, S.C. 29202

Dear Milton,

The Richland Memorial Hospital Board of Trustees is requesting the consent of Richland County Council for Richland Memorial Hospital to grant an easement to tw telecom of South Carolina, LLC to provide internet and ethernet services to businesses and residences in the neighborhoods surrounding the Palmetto Health Richland campus. Tw telecom is asking for an easement to bury fiber optic cable and build new fiber optic cable parallel to Sunset Drive. Tw telecom is a regulated public utility franchised in every state and is listed on NASDAQ at TWTC. It competes with local phone companies and is located in 75 national markets. Tw telecom provides high quality voice, data, Internet, and video communications. Additionally, they are one of the top three Ethernet providers in the nation and more commercial buildings are connected to tw telecom than any other fiber optic network. The easement request will cover approximately 1,039 feet in length. The majority of the cable will be hung on existing SCEG poles with approximately 279 feet buried 42 inches underground.

Richland Memorial Hospital shall have the right, at its sole discretion, to have any or all of the equipment or easement relocated for any reason with all costs of any relocation the responsibility of tw telcom. Furthermore, tw telcom will repair and restore to its original condition at its costs any area affected by their work. Finally, tw telecom will indemnify and hold harmless Richland Memorial Hospital from all costs arising out of any personal injury or property damage resulting directly from their activities.

As always we appreciate your consideration of this request and will be glad to address any issues you may have.

Sincerely,

  
Calvin H. Egan, Chairman  
Richland Memorial Hospital Board of Trustees

c: Greg Pearce  
Royce H. (Beebe) Adams, Ph.D  
Howard P. West





Agreed to and acknowledged by Grantee:

**tw telecom of south carolina llc**

By: tw telecom holdings inc., its sole member

Signed: 

By: Charles M. Boto  
Its: President – Real Estate

WITNESS:

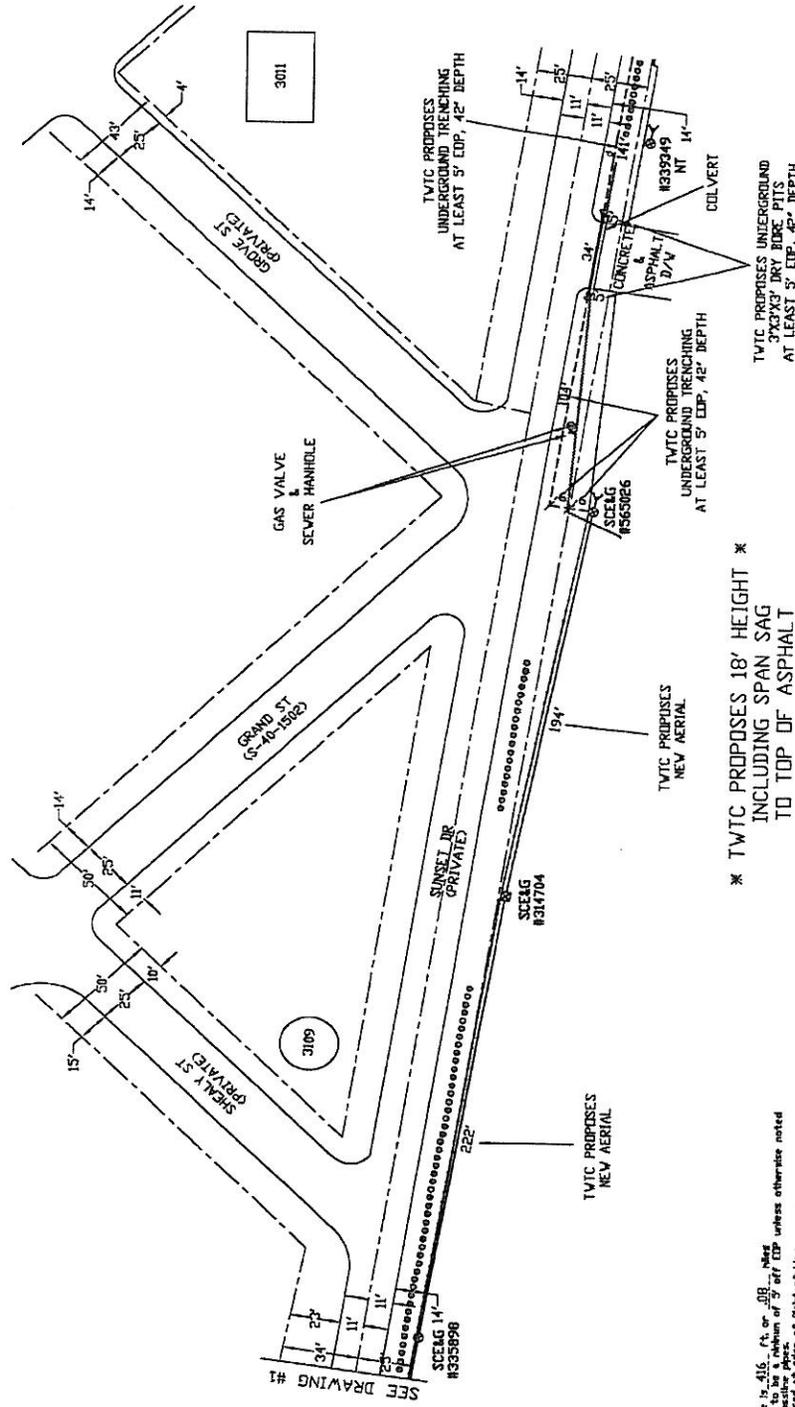
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**Exhibit A-1**

DRAWING #2



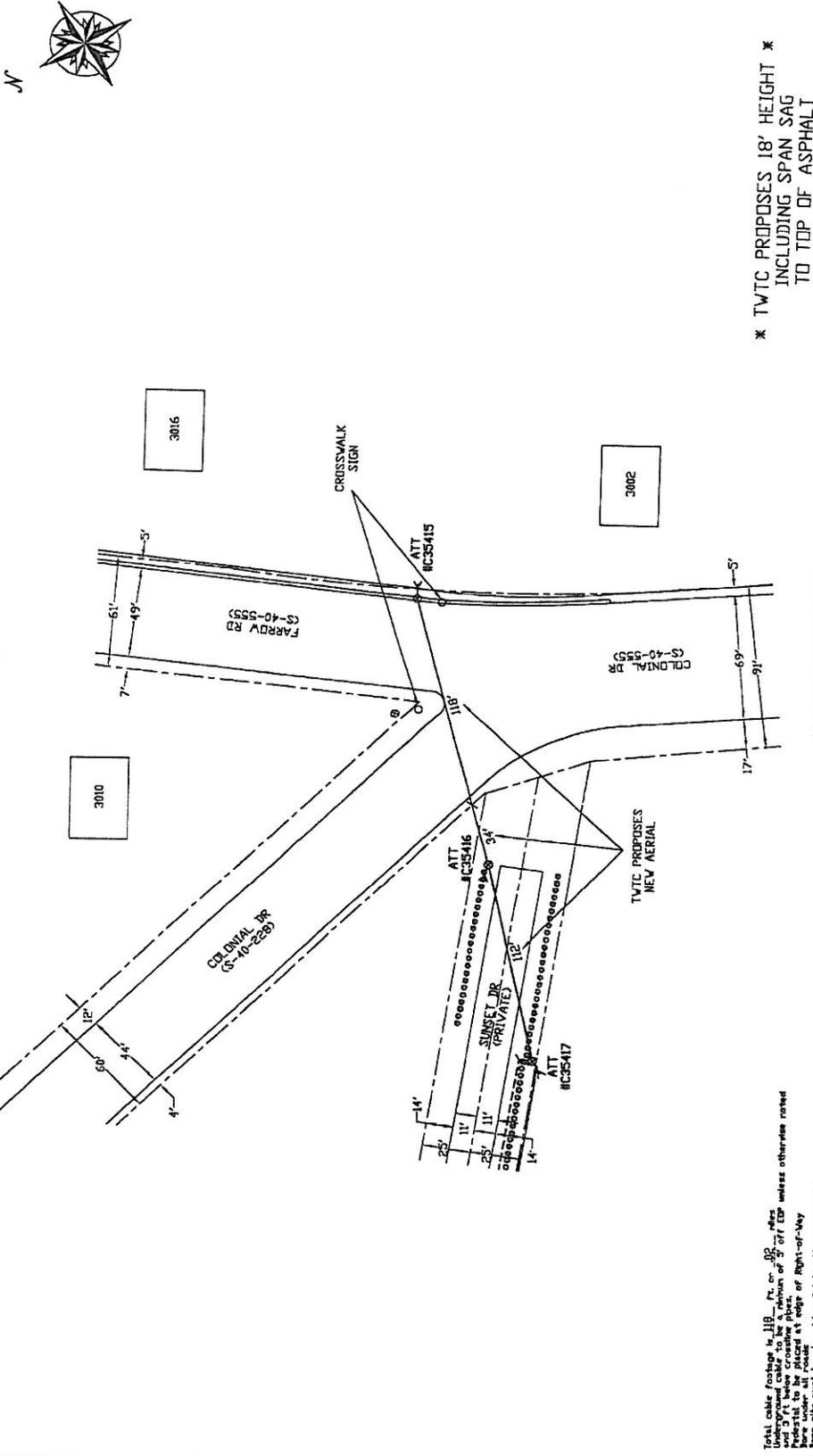
\* TWTC PROPOSES 18' HEIGHT \*  
INCLUDING SPAN SAG  
TO TOP OF ASPHALT

1. Total cable footage is .116' (4" or .018" high)
2. All cables shall be placed in a trench 18" wide and 3" deep
3. All cables shall be placed at edge of right-of-way
4. All cables shall be placed in a trench 18" wide and 3" deep
5. All cables shall be placed in a trench 18" wide and 3" deep
6. All cables shall be placed in a trench 18" wide and 3" deep
7. All cables shall be placed in a trench 18" wide and 3" deep
8. All cables shall be placed in a trench 18" wide and 3" deep
9. All cables shall be placed in a trench 18" wide and 3" deep
10. All cables shall be placed in a trench 18" wide and 3" deep
11. All cables shall be placed in a trench 18" wide and 3" deep
12. All cables shall be placed in a trench 18" wide and 3" deep
13. All cables shall be placed in a trench 18" wide and 3" deep
14. All cables shall be placed in a trench 18" wide and 3" deep

LEGEND		tw telecom		DRAWING PREPARED BY: TELICS	
---	COUNTY RIGHT OF WAY	SCALE: 1/50	APPROVED BY:	287 SPRINGHILL FARM RD	
---	SCDDOT RIGHT OF WAY	DATE: 12/22/11		FURT MILL, SC, 29715	
---	FENCE			(800)-424-1454	
○	TREES			ATTENTION	
				ANGELA JEWETT	
BROAD ST - SCE&G POLE PERMIT					

**Exhibit A-2**

DRAWING #1



\* TWTC PROPOSES 18' HEIGHT \*  
INCLUDING SPAN SAG  
TO TOP OF ASPHALT

LEGEND	tw telecom	DRAWING PREPARED BY: TELICS
	COUNTY RIGHT OF WAY	287 SPRINGHILL FARM RD FORT MILL, SC, 29715 (800)-424-1454
SCDOT RIGHT OF WAY	SCALE: 1/50	APPROVED BY: ATTENTION ANGELA JEWETT
FENCE	DATE: 12/22/11	
TREES	BROAD ST - ATT POLE PERMIT	

1. Total cable footage is 118' (7' on #12 pole)
2. Unspliced cable to be a minimum of 5' EOP unless otherwise noted
3. All cables to be placed in place
4. All cables to be placed in depth of Right-of-Way
5. All cables to be placed in depth of Right-of-Way
6. All cables to be placed in depth of Right-of-Way
7. Shoulders and destroyed by this installation to be replaced and this entire
8. Trench to be properly backfilled to the cross section existing prior to this work.
9. The disturbed area shall be reshaped and dressed out in a workmanship-like manner.
10. All cables to be placed in depth of Right-of-Way and all damages that
11. Permittee shall allow for any enhancement areas near road pavement by
12. Permittee shall allow for any enhancement areas near road pavement by

- X Pedestal
- X Power Pole
- ⊗ T-Post/Former
- ⊗ Telco Pole
- ⊙ Joint Telco and Power Pole

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**CONSENT OF  
RICHLAND COUNTY**

Richland County does hereby Consent to granting a non-exclusive easement from Richland Memorial Hospital to tw telecom of South Carolina, LLC for the construction, operation, and maintenance of cable communications easement (including without limitation, wires, conduit, connectors and related equipment) installed or to be installed from time to time; with the right to reconstruct, improve, add to or remove any such facilities, and the right to ingress and egress to the premises at all times, this easement shall be for the benefit of tw telecom of South Carolina, LLC. That said easement is attached, Exhibit "A".

DATED: \_\_\_\_\_

AGREED AND CONSENTED TO:

RICHLAND COUNTY

BY: \_\_\_\_\_  
ITS:  
NAME:

# Richland County Council Request of Action

**Subject**

Solid Waste Negotiations Update

# Richland County Council Request of Action

## **Subject**

- a. A motion that County Council Members be treated like all county wide elected officials. The purpose is to make sure we receive the same benefits that are given to county employees and county wide elected officials. **[JETER]**
- b. The John Hardy Expressway is very important to the Midlands for future economic development. Richland and Lexington Counties have exhausted all possible funding programs to finance this project and the SCDOT has placed this program as a priority in the STIP. This is not about partisanship it is about getting help from our congressional leaders to secure financing for the project which will bring thousands of jobs to the Midlands expanding and bringing more companies/industries to our community. I move that we ask Congressman Clyburn for help to secure the additional \$4.2 Million needed to complete the \$82 Million project. **[JACKSON]**

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda