



## **RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA**

**JULY 7, 2009  
6:00 PM**

**CALL TO ORDER**

**HONORABLE PAUL LIVINGSTON, CHAIR**

**INVOCATION**

**HONORABLE VALERIE HUTCHINSON**

**PLEDGE OF ALLEGIANCE**

**HONORABLE VALERIE HUTCHINSON**

### **Citizen's Input**

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

### **Approval Of Minutes**

2. Regular Session: June 16, 2009 [PAGES 8-16]
3. Zoning Public Hearing: June 23, 2009 [PAGES 18-22]

### **Adoption Of The Agenda**

### **Report Of The Attorney For Executive Session Items**

4.
  - BRWWTP Change Order
  - Farmers' Market Update
  - Fire Contract
  - Purchase of Property/Township
  - Project Charleston
  - School District II - Legal Briefing

### **Report Of The County Administrator**

5.
  - Employee Recognition: George Rice
  - BRWWTP Change Order
  - Farmers' Market Update
  - Fire Contract Update
  - Purchase of Property/Township
  - New Hires

- Wrap Up Meetings in July
- NaCo Achievement Awards

## **Report Of The Clerk Of Council**

### **Report Of The Chairman**

6. Special Called Meetings

### **Approval Of Consent Items**

7. Case #09-06MA, Ted Hart, RS-LD to NC (.41 Acres), 09504-04-05, Dakota St. **[SECOND READING][PAGE 27]**
8. Case #09-07MA, Duane Warr, RU/RS-MD to NC (.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd. **[SECOND READING][PAGES 29-30]**
9. Case #09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop **[SECOND READING][PAGE 32]**
10. Case #09-09MA, Glen Welsford, RS-MD to GC (.03 Acres), 13809-04-12(p), 4108 Rosewood Dr. **[SECOND READING][PAGES 34-35]**
11. Section 26-175, Access; and creating a new article; so as to address transportation issues within the County **[SECOND READING][PAGES 37-50]**
12. Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph C; so as to clarify setback requirements **[SECOND READING][PAGES 52-53]**
13. Request to accept a conservation easement donation from Mr. George Delk, representing BDH Properties, LLC, for 20 acres in the Lower Richland Community **[PAGES 55-69]**
14. Request to accept a conservation easement donation from Mr. James Mullis for 73 acres in the Twenty-Five Mile Creek Watershed in Northeast Richland County **[PAGES 71-85]**
15. Request to adopt a conservation watershed proposal from the Pebble Creek Community for volunteer land easements in the Pebble Creek Watershed Conservation Area in Northwest Richland County **[PAGES 87-117]**
16. Request to accept 3 acres of conservation property in the Broad River Watershed as a fee simple title donation from Mr. Scott Baker **[PAGES 119-121]**
17. Request to authorize the County Administrator to negotiate and enter into a lease agreement with Hansel Carter for the use of property located at 10531 Garners Ferry Road for the Lower Richland drop off facility **[PAGES 123-124]**
18. Request to authorize the Procurement Department to award and enter into a contract with ASI for the transportation of C&D waste materials and other items collected at the Lower Richland Drop-off Site to an approved C&D facility **[PAGES 126-127]**

19. An ordinance amending the Richland County Code of Ordinances, Chapter 6, Buildings and building regulations; Article III, Building codes, Section 6-82 (A); so as to adopt the 2006 Edition of the International Residential Code **[PAGES 129-132]**
20. Council Motion (Jackson): An ordinance amending the Richland County Code of Ordinances; Chapter 26, Land development; Section 26-54, Subdivision review and approval; so as to require that the delineation of any and/or all flood lines on plats that are submitted pursuant to this section; and to amend section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to delete specific reference to areas along the Congaree River **[PAGES 134-137]**
21. Request to authorize staff to negotiate a contract with the M.B. Kahn Team for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex **[PAGES 139-141]**
22. Council Motion (Jackson): A resolution to support the naming of a bridge that crosses Cabin Creek along Clarkson Road as the Candacy-Darcel Sanders Crossing Bridge **[PAGES 143-150]**
23. Council Motion (Manning): An ordinance to amend the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of tobacco products; In order to establish regulations and requirements relating to designated smoking areas **[PAGES 152-161]**
24. Request to approve the renewal of a contract with Iron Mountain, Inc. for records storage and management services **[PAGES 163-164]**
25. Request to approve a contract with FleetCor Technologies to provide and maintain the County's Fleet Fuel Card program for the purchase of gasoline, diesel and other designated fuels **[PAGES 166-168]**
26. Request to award a contract to the Dennis Corporation for construction management services related to the renovation and construction at the Township Auditorium **[PAGES 170-171]**
27. A resolution to reaffirm the Richland County Emergency Planning Zone (EPZ) for two new power plants to be built at the V.S. Summer Nuclear Station in Fairfield County **[PAGES 173-177]**
28. An ordinance authorizing the issuance and sale of not to exceed \$9,000,000 General Obligation Bonds, Series 2009A, or such other appropriate series designation, of Richland County, South Carolina; Authorizing the bonds to be issued as Build America Bonds, if appropriate; 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 **[PAGES 179-182]**
29. A resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended **[PAGES 184-188]**
30. Purchase offer for property owned by Richland County **[RECOMMENDATION TO DENY]**

## **Second Reading Items**

31. Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions [PAGES 191-194]

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

32. Request to consider salary adjustments and amendments to existing county policies and procedures for the following elected and appointed positions: [PAGES 196-213]
  - a) Columbia Magistrate
  - b) Treasurer
  - c) Board of Voter Registration

## **Report Of Economic Development Committee**

33. An ordinance authorizing the execution and delivery of a fee agreement between Richland County and Unum Group, a corporation organized and existing under the laws of the state of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; ad Unum Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [PAGES 215-268]
34. An Ordinance authorizing the execution and delivery of an agreement to provide for the modification and termination of certain incentive arrangements between Richland County and Project Charleston and one or more affiliated entities; and related matters [PAGE 270]

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

1. **Notification Of Vacancies**
  35. Richland County/City of Columbia Animal Care Advisory Committee-1
2. **Notification Of Appointments**
  36. Internal Audit Committee-1
  37. Planning Commission-1 [PAGES 276-311]
3. **Discussion From Rules And Appointments Committee**
  38. Employee Grievance Committee Guidelines/Procedures

## **Other Items**

39. Council Motion (Jackson, Malinowski, & Kennedy): To remove from the D&S Committee and present to full Council the funding of Alternate Paving with \$2 million from the Road Maintenance Fee and \$1 million from the CTC bond to fund paving roads in three years max (starting in 2009)



40. Broad River Waste Water Treatment Plant Change Order

41. Report of Stimulus Ad Hoc Committee

### **Citizen's Input**

42. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

43. • This motion pertains to a recent (June 16, 2009) action of Richland County addressed to Colonial Life Insurance Company terminating payroll deductions for voluntary supplementary insurance policies written by Colonial currently held by County employees, many of which have been in effect for several years. This motion directs the County Administrator to take whatever action is necessary to reverse the action proposed by the County regarding the termination of these payroll deductions for those County employees wishing to have their policies with Colonial Life Insurance remain in force and continue to collect these payments on behalf of Colonial Life. **[PEARCE]**
- A Resolution honoring Jim Hamilton for his 47 years of service to Richland County on the occasion of his retirement **[PEARCE, SMITH]**

### **Adjournment**



# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

**Subject**

Regular Session: June 16, 2009 [PAGES 8-16]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JUNE 16, 2009 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	Paul Livingston
Vice Chair	Damon Jeter
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington
Absent:	Gwendolyn Davis Kennedy
	Joyce Dickerson

**OTHERS PRESENT** – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Archeta, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Kevin Etheridge, Dan Kim, Dale Welch, Anna Almeida, Andy Metts, George Rice, John Hixson, Jocelyn Jennings, Valeria Jackson, Paul Brawley, James Hayes, Lillian McBride, Monique Walters

### CALL TO ORDER

The meeting was called to order at approximately 6:12 p.m.

### INVOCATION

The Invocation was given by the Honorable Jim Manning

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

## CITIZENS' INPUT

No one signed up to speak.

## APPROVAL OF MINUTES

**Regular Session: June 2, 2009** – Mr. Pearce moved, seconded by Ms. Hutchinson, to reconsider the portion of the minutes dealing with the FY09-10 Budget.

Mr. Malinowski stated that on p. 8 of the minutes the vote at the top of the page should be in favor instead of unanimous and to verify the amount for the Hospitality Tax funding allocation, on p. 13 Ms. Hutchinson's name was inadvertently not listed on the against vote at the top of the page and that the motion on the Roads and Drainage item be reviewed to determine the maker and second of the motion, and on p. 15 the vote was not reflected in the minutes for the item pertaining to the Floodplain Coordinator position.

Mr. Manning stated that the title for the last item on p. 17 of the minutes be reviewed to ensure that it accurately reflects the motion.

Mr. Livingston stated that the title for the first item on p. 7 should be...the SC State Museum Foundation instead of the SC State Museum.

Mr. Washington moved, seconded by Ms. Hutchinson, to defer approval of the portion of the minutes from Rules & Appointments dealing with the appointments for the Richland County/City of Columbia Animal Care Advisory Committee. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Washington, to approve the minutes as amended. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Mr. Pope stated that the purchase of property needs to added under the Report of the Attorney for Executive Session Items and the Report of the County Administrator.

Mr. Washington moved, seconded Ms. Hutchinson, to adopt the agenda as amended.

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **Farmers' Market Update**
- b. **Fire Contract Update**
- c. **Broad River WWTP**
- d. **Potential Purchase of Property**

## REPORT OF THE COUNTY ADMINISTRATOR

**Farmer's Market Update** – This item was taken up during Executive Session.

**Fire Contract Update** – This item was taken up after Executive Session.

**Change Order Request—Broad River WWTP** – This item was taken up during Executive Session.

**Employee Recognition: George Rice** – Mr. Pope stated that this time would be deferred until the July 7<sup>th</sup> meeting.

**Richland 101 Graduation** – Ms. Dowden recognized the graduates and stated that this class included four County employees.

Ms. Heather Brown from Administration gave a brief overview of what she had learned during Richland 101.

**Community Development Update** – This item was discussed under the Report of the Stimulus Ad Hoc Committee.

## REPORT OF THE CLERK OF COUNCIL

**Renaissance Foundation's Marker Unveiling Ceremony for Historic Bethel A.M.E., June 19<sup>th</sup>, 11 a.m., 1528 Sumter Street; Luncheon immediately following at Seibels Bruce House & Gardens, 1601 Richland Street** – Ms. Finch stated that the Renaissance Foundation extended an invitation to Council to attend the marker unveiling for the Historic Bethel A.M.E. on June 19<sup>th</sup> at 11 a.m. at 1528 Sumter Street. There will be a luncheon immediately following at the Seibels Bruce House & Gardens located at 1601 Richland Street. They have requested that Council R.S.V.P.

## REPORT OF THE CHAIRMAN

Mr. Livingston stated that Ms. Dickerson and Ms. Kennedy were out of town on business; therefore, not present at tonight's meeting.

Mr. Pearce gave a brief report on his recent trip on the County's behalf to Washington, D. C.

### PUBLIC HEARING ITEMS

None.

### THIRD READING ITEMS

**An Ordinance Amending the Fiscal Year 2008-2009 Hospitality Tax Budget to appropriate one hundred thousand dollars (\$100,000) to Historic Columbia for repairs to the Hampton Preston House** – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve this item. The vote in was unanimous.

### REPORT OF RULES AND APPOINTMENTS COMMITTEE

- I. **NOTIFICATON OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES**
  - a. **Board of Assessment Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
  - b. **Business Service Center Appeals Board—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
  - c. **Community Relations Council—1** – Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.
  - d. **East Richland Public Service Commission—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- II. **Council Individual Discretionary Accounts** – Mr. Malinowski stated that the committee recommended that Council approve the policy guidelines. The vote in favor was unanimous.
- III. **Revised Application** – Mr. Malinowski stated that the committee recommended approval of the proposed revised application.

Mr. Livingston requested to amend the application further by including a section indicating the applicant's Council District.

Mr. Malinowski accepted the amendment.

The revised application was approved as amended.

**Fire Contract Extension** – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until after Executive Session.

**Report of Stimulus Ad Hoc Committee**

- a. **Community Development Block Grant (CDBG-R)** – Ms. Valeria Jackson stated that the Community Development will receive \$371,569. The funds will be used to stimulate the economy by selecting program that will immediately impact the County with shovel-ready activity and job creation. The projects that have been proposed are: The Rockgate Road Paving Project - \$200,000; Columbia Urban League - \$55,000; and Ridgewood Community Infill Residential Development - \$79,569.

Mr. Jackson moved, seconded by Mr. Malinowski, to authorize the County Administrator to draft, on behalf of the County, an endorsement letter to HUD for the CDBG-R projects.

- b. **Neighborhood Stabilization Program Round 2 (NSP2)** – Ms. Valeria Jackson stated this is a national competition for \$1.93 billion. Richland County in order to have the most competitive edge has collaborated with other strong partners throughout the State to submit one application Statewide. The leader agent will be the South Carolina State Housing Authority and Finance Development Group. The County has put in an initial draft request of \$5 million and will address up to 25 properties. The Statewide package will be \$30 million.

Mr. Pearce moved, seconded by Ms. Hutchinson, to authorize the County Administrator to forward a commitment letter to the State Housing Authority & HUD stating the County's assurance of providing 10% of the total grant amount (up to \$500,000) in local matching fund to Neighborhood Stabilization Program Round 2 projects.

The vote in favor was unanimous.

- c. **Energy Efficiency and Conservation Block Grant (EECBG)** – Mr. Cronin stated that this grant awarded through the Federal Stimulus Package through the Department of Energy. The funds are to be used for the energy efficiency and conservation projects. Richland County is a direct formula recipient of \$2,116,800.

A discussion took place.

to direct the County Administrator to apply on behalf of the County for



funds and to draft a letter of assurance to the DOE on how the funds will be used.

**Reconsideration of FY 10 Budget** – Mr. Brawley briefed Council on the updated millage numbers and an in depth discussion regarding the updated numbers took place.

Mr. Malinowski moved, seconded by Mr. Jackson, to re-affirm the 3<sup>rd</sup> Reading numbers with the exception of the Richland School District II. A discussion took place.

Mr. Jeter offered to amend the motion to include both school districts.

Mr. Malinowski accepted the amendment.

The vote was in favor.

Mr. Pope stated for the record that the 3<sup>rd</sup> Reading numbers for: the Recreation Commission, Midlands Technical College, Midlands Technical—Capital, Stormwater, Fire, General Fund, Library, Mental Health and the Zoo were re-affirmed.

Mr. Manning moved, seconded by Ms. Hutchinson, to amend the budget allocation for Richland School District II to the sum of \$115,741,891; which is the amount the County Auditor has represented as the amount equal to the millage cap for the upcoming year. The motion is made with the following provisos:

(1) Council will amend the budget for Richland I and Richland II to reflect its stated policy providing each of these School Districts with the maximum funding provided by Act 388;

(2) the Council requests that Richland County Auditor, Treasurer and other elected or appointed officials provide Administrator with the following information and that the Administrator cause his staff to review this information to confirm the calculations and estimates are appropriate to Council's lawful authority. Council further instructs the Administrator to confirm that this information has been delivered to him before July 1, 2009. The information is as follows:

- (a) the re-assessment values of the coming year,
- (b) millage calculations for 2007, 2008, 2009 including the worksheets utilized to derive those millage numbers,
- (c) the past 4 years of assessment value. This information to be broken out by year in the following manner:
  - (i) vehicles;
  - (ii) business personal property;
  - (iii) manufacturing;
  - (iv) joint industrial park;

- (v) transport equipment;
  - (vi) utilities;
  - (vii) watercraft;
  - (viii) aircraft;
  - (ix) real property—owner occupied 4%;
  - (x) other real property—non-owner occupied.
- (d) list the following by year:
- (i) Fee in lieu (list any new fee agreements)
  - (ii) Motor Carrier
  - (iii) Merchants inventory
- (e) Additionally, the following information from the Treasurer: the tax collections for tax years 2007, 2008 and 2009 (include the estimates to the year end) by property type:
- (i) vehicles;
  - (ii) business person property;
  - (iii) manufacturing;
  - (iv) joint industrial park;
  - (v) transport equipment;
  - (vi) utilities;
  - (vii) watercraft;
  - (viii) aircraft;
  - (ix) real property—owner occupied 4%
  - (x) other real property—non-owner occupied.
- (f) Also, the data for revenue from the following sources:
- (i) fee in lieu
  - (ii) motor carrier
  - (iii) merchants inventory

The total information should be provided Countywide and separately for Richland School Districts I and for Richland School District II. Council authorizes the Administrator to take any statutorily available action to ensure that this information is timely obtained.

- (3) That the amendment of the Budget of the School Districts to these ends be placed on the agenda for our regularly scheduled meeting on September 1, 2009 or at the first regularly scheduled meeting thereafter if the meeting does not take place on that date. The agenda item will read: A Budget Amendment to adjust the budgets for Richland County School District I and Richland County School District II to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388. This item may be taken up by title only if

information necessary to complete the amendment to a precise number is unavailable.

- (4) That the Council also refer a policy adjustment on the handling of carry over funds to the Administration and Finance Committee for study and authorize staff to consult with or engage experts to assist in developing a proposal to modify the budget process so that Council can better manage millage agencies and the school districts as they are affected by Act 388.

The motion in regard to the school districts was approved unanimously.

Mr. Jackson moved, seconded Mr. Jeter, to approve \$200,000 per year for FY10 and FY11 for the Renaissance Foundation and to fund them an additional three years at \$100,000 per year through FY14 and to also to amend the Hospitality Tax budget to \$4,779,545. The vote was in favor.

#### CITIZENS' INPUT

Mr. Andy Koin spoke regarding homeowner violations.

#### EXECUTIVE SESSION ITEMS

=====  
**Council went into Executive Session at approximately 8:02 p.m. and came out at approximately 9:09 p.m.**  
=====

- a. **Farmers' Market Update** – Mr. Washington moved, seconded by Mr. Malinowski, to direct the County Administrator and the County Attorney to continue settlement negotiations.
- b. **Fire Contract Update** – Mr. Pearce moved, seconded by Mr. Jeter, to authorize the Administrator to move forward with the agreement.
- c. **Broad River WWTP** – Mr. Jeter moved, seconded by Mr. Washington, to instruct the Administrator to move forward as discussed in Executive Session.
- d. **Potential Purchase of Property** – Mr. Jackson moved, seconded by Ms. Hutchinson, to direct Administrator to proceed as discussed in Executive Session and to bring back to Council when ready.

#### MOTION PERIOD

**Resolution recognizing Mr. Howard J. van Dijk for 30 years of service**

**[HUTCHINSON]** – Ms. Hutchinson moved to adopt a resolution recognizing Mr. Howard J. van Dijk for 30 years of service. The vote in favor was unanimous.

**Resolution honoring SC State University Convention, July 30-August 2**

**WASHINGTON** – Mr. Smith moved to adopt a resolution honoring SC State University. The vote in favor was unanimous.

**Sponsorship for the SC State University Convention, July 30-August 2**

**WASHINGTON** – This item was referred to the A&F Committee.

**ADJOURNMENT**

The meeting adjourned at approximately 9:14 p.m.

\_\_\_\_\_  
Paul Livingston, Chair

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Damon Jeter, 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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Bill Malinowski

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Jim Manning

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L. Gregory Pearce, Jr.

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Kit Smith

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Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: June 23, 2009 [PAGES 18-22]

## MINUTES OF



### RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 23, 2009 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	Paul Livingston
Vice-Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kelvin E. Washington, Sr.

Absent      Kit Smith

**OTHERS PRESENT:** Joseph Kocy, Anna Almeida, Amelia Linder, Suzie Haynes, Brandon Hooker, Michielle Cannon-Finch, Milton Pope, Sparty Hammett, Jennifer Dowden, Stephany Snowden, John Hixson, Paul Alcatar, Michelle Onley

#### **CALL TO ORDER**

The meeting was called to order at approximately 7:09 p.m.

## ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated there were no additions or deletions.

## MAP AMENDMENTS

### **09-06MA, Ted Hart, RS-LD to NC (.41 Acres), 09504-04-05, Dakota St.**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

### **09-07MA, Duane Warr, RU/RS-MD to NC (.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd.**

Mr. Livingston opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

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

### **09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

### **09-09MA, Glen Welsford, RS-MD to GC (.03 Acres), 13809-04-12(p), 4108 Rosewood Dr.**

Mr. Livingston opened the floor to the public hearing.

The citizen signed up in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

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

### TEXT AMENDMENTS

#### **Section 26-175, Access; and Creating a New Article ; so as to address transportation issues within the County**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

#### **Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions**

Mr. Livingston opened the floor to the public hearing.

Mr. Doug Bridges, Ms. Karen Yip, Mr. Ben Brantley, Mr. Arman Turner, Mr. Bob Clark, and Ms. Linda Brener spoke in favor of this item.

Mr. Jim Lawrence, Ms. Ryan Nevius, Ms. Jackie Pruitt, Mr. Miles Moriarity, and Mr. Jim O'Brien spoke against this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Hutchinson, to deny this item. A discussion took place.

Mr. Jeter made a substitute motion, seconded by Mr. Washington, to approve the Planning Commission's recommendation.

Mr. Pearce proposed the following amendments: to change the expiration date from two years to one year and to change the amount of the fee from \$5.00 to \$10.00. Mr. Jeter accepted the amendment to change the expiration date. A discussion took place.

Mr. Jeter restated his substitute motion as follows: to approve the Planning Commission's recommendation and to reduce the number of years from two years to one year. A discussion took place.



Mr. Pearce withdrew his amendment to change the fee from \$5.00 to \$10.00

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

The substitute motion was approved.

**Section 26-180. Signs: so as to create a new section that would allow off-premise directional kiosks under certain conditions**

Mr. Livingston opened the floor to the public hearing.

Ms. Karen Yip, Mr. Ben Brantley and Mr. Arman Turner spoke in favor of this item.

Mr. Jim Lawrence and Ms. Ryan Nevius spoke against this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to deny this item. A discussion took place.

Mr. Pearce made a substitute motion, seconded by Mr. Livingston, to defer this item and refer it to a round table for further discussion.

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

The substitute motion failed.

Ms. Dickerson made a substitute motion, seconded by Ms. Kennedy, to give this item First Reading and obtain additional information before 2<sup>nd</sup> Reading.

**POINT OF ORDER** – Mr. Malinowski inquired if it was permissible for an outside agency to bring forward a matter to the Planning Commission.

Mr. Jeter made a second substitute motion, seconded by Ms. Hutchinson, to defer this item until the next Zoning Public Hearing.

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

The second substitute motion was approved.

**Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television, and Telecommunications and other transmitting towers; subparagraph C; so as to clarify setback requirements**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

**ADJOURNMENT**

The meeting adjourned at approximately 8:29 p.m.

Submitted respectfully by,

Paul Livingston  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

## **Subject**

- BRWWTP Change Order
- Farmers' Market Update
- Fire Contract
- Purchase of Property/Township
- Project Charleston
- School District II - Legal Briefing

# Richland County Council Request of Action

## **Subject**

- Employee Recognition: George Rice
- BRWWTP Change Order
- Farmers' Market Update
- Fire Contract Update
- Purchase of Property/Township
- New Hires
- Wrap Up Meetings in July
- NaCo Achievement Awards

# Richland County Council Request of Action

**Subject**

Special Called Meetings

# Richland County Council Request of Action

**Subject**

Case #09-06MA, Ted Hart, RS-LD to NC (.41 Acres), 09504-04-05, Dakota St. [**SECOND READING**][**PAGE 27**]

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

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 # 09504-04-05 FROM RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT) TO NC (NEIGHBORHOOD 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 # 09504-04-05 from RS-LD (Residential, Single-Family – Low Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

Public Hearing: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Case #09-07MA, Duane Warr, RU/RS-MD to NC (.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd. [**SECOND READING**][**PAGES 29-30**]



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

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 # 19604-04-13 FROM RU (RURAL DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19604-04-49 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO NC (NEIGHBORHOOD 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 # 19604-04-13 from RU (Rural District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19604-04-49 from RS-MD (Residential, Single-Family – Medium Density District) zoning to NC (Neighborhood Commercial District) zoning.

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

Section IV. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section V. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Case #09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop [**SECOND READING**][**PAGE 32**]

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

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 PROPERTIES DESCRIBED AS TMS # 17400-12-02/03 FROM RU (RURAL DISTRICT) TO RS-E (RESIDENTIAL, SINGLE-FAMILY – ESTATE 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 TMS # 17400-12-02/03 from RU (Rural District) zoning to RS-E (Residential, Single-Family – Estate District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

Public Hearing: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Case #09-09MA, Glen Welsford, RS-MD to GC (.03 Acres), 13809-04-12(p), 4108 Rosewood Dr. **[SECOND READING][PAGES 34-35]**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

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 A PORTION OF TMS # 13809-04-12 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY 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 a portion of TMS # 13809-04-12 (described in Exhibit A, which is attached hereto), from RS-MD (Residential, Single-Family – Medium Density District) zoning to GC (General Commercial District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
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: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Section 26-175, Access; and creating a new article; so as to address transportation issues within the County  
**[SECOND READING][PAGES 37-50]**



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_ – 09 HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SECTION 26-22, DEFINITIONS; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SECTION 26-52, AMENDMENTS; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SECTION 26-59, PLANNED DEVELOPMENT REVIEW/APPROVAL; SECTION 26-102, TC TOWN AND COUNTRY DISTRICT; SECTION 26-175, ACCESS; AND CREATING A NEW ARTICLE; SO AS TO ADDRESS TRANSPORTATION ISSUES WITHIN THE COUNTY.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article II, “Rules of Construction/Definitions”; Section 26-22, “Definitions”; is hereby amended to include in the appropriate alphabetical order, the following definitions:

*Access and Roadside Management Standards (ARMS).* A document promulgated by SCDOT to establish uniformity for encroachment into the South Carolina State Highway System facilities.

*Access management.* A process of providing and managing pedestrian and vehicular access from adjacent properties onto roadways, thus preserving safe and efficient traffic flow on the roadway. It includes, but is not limited to, limiting points of access, installation of medians and/or installation of traffic signals. It specifically recognizes that all properties are entitled to access, but not necessarily direct access, to adjacent public roads.

*Access point.* An intersection, driveway, or any entry point on the right hand side of a road. An entry point on the opposite side of a road or a median opening may be considered an access point, if it is expected to influence traffic flow in the direction of interest.

*AM Peak Hour (AMPH).* The estimated average hourly traffic volume on a given roadway segment between 7:00 AM and 9:00 AM.

*Annual Average Daily Trips (AADTs).* The average twenty-four (24) hour traffic volume on a given roadway segment over a three hundred sixty-five (365) day period.

*Arterial road - minor.* A SCDOT designated roadway, as depicted on their “Functional Classification Map for the Columbia Urbanized Area”, that carries a mix of local and through traffic and which links collector roads, and sometimes local streets, with principal arterials.

*Arterial road - principal.* A freeway, expressway or a road or highway that is used or intended to be used for moving either heavy vehicular traffic volumes or high speed traffic or both on which average daily traffic exceeds four thousand (4,000) vehicles or more. A SCDOT designated roadway, as depicted on their “Functional Classification Map for the Columbia Urbanized Area”, that is primarily intended to provide traffic service between urban areas.

Capital Improvement Plan (CIP). A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources including existing sources of revenues related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage; and otherwise complies with the requirements of Section 6-1-960 (B) of the S.C. Code of Laws.

Central Midlands Council of Governments (CMCOG). An association of local governments in Fairfield, Newberry, Lexington, Richland and portions of Kershaw and Calhoun counties to address multi-jurisdictional problems and opportunities.

Columbia Area Transportation System (COATS). The transportation planning process for the Columbia metropolitan area administered by the MPO.

Collector road. A road that is used or intended to be used for moving traffic from minor and local roads to arterial roads, including the circulation road or roads of a residential development and including the proposed transportation network roads which are shown on the development plan maps adopted by the Richland County Planning Commission. Average daily traffic exceeds two thousand (2,000) vehicles or more, but less than four thousand (4,000) vehicles. A roadway which provides connection between the arterial road system and local roads as well as traffic circulation within residential, commercial and industrial areas.

Driveway. Any paved or unpaved way that provides access to property and is intended for vehicular access from a highway, street, or road.

Design capacity. The volume of annual average daily trips (AADTs) of a given roadway segment at which traffic flows with minimal delay. The design capacity is based on the geometry of the roadway segment and its functional classification.

Encroachment permit. A permit issued by the County on county maintained roadways or by SCDOT on state maintained roadways to use a public right-of-way for any purpose.

Federal Highway Administration (FHWA). The agency that administers federal surface transportation regulations and provides funding for federal roads and MPO activities.

Functional classification. An FHWA process, adopted by SCDOT and the MPO, by which roads are grouped into classes, or systems, according to the character of the service they are intended to provide. The MPO classifies roads as interstate, principal arterial, minor arterial or collector.

Level of Service (LOS). A qualitative term describing how the traffic flow on a given road segment is perceived by its users, i.e. good conditions = A or B; tolerable conditions = C or D; and intolerable conditions = E or F. This relationship is measured by its current traffic volume to its engineering designed traffic volume ratio (v/c):

LOS A = a v/c ratio of 0.00 to 0.49

LOS B = a v/c ratio of 0.50 to 0.74

LOS C = a v/c ratio of 0.75 to 1.00

LOS D = a v/c ratio of 1.01 to 1.15

LOS E = a v/c ratio of 1.16 to 1.34

LOS F = a v/c ratio of 1.35 plus

Metropolitan Planning Organization (MPO). The transportation policy-making body consisting of representatives of the local governments in urbanized area of the midlands as designated by the U.S. Census Department. It includes most of Richland and Lexington Counties and a small portion of Kershaw and Calhoun Counties. The CMCOG is the MPO for this metropolitan area.

PM Peak Hour (PMPH). The estimated average hourly traffic volume on a given roadway segment between 4:00 PM and 6:00 PM.

Safe access. The minimum number of access points, direct, or indirect, necessary to provide safe ingress and egress to the state and local road system in consideration of the existing, and projected, traffic volume and the type and density/intensity of adjacent land uses.

South Carolina Department of Transportation (SCDOT). The State agency responsible for maintaining state and federal roads and administering distribution of the state and federal gas tax funds.

~~Traffic management plan~~ Traffic Impact Assessment (TIA). An evaluation of the effect of traffic generated by a development on the operation and safety of the adjacent public roads. Such analysis shall include an identification of traffic impact mitigation measures needed to improve the safety, operation, and flow of vehicular and pedestrian movement into and out of the development. A document which analyzes the transportation impacts of proposed land development projects on the adjacent roadways, nearby intersections and affected property owners and provides recommended mitigation measures to address the identified impacts.

Traffic mitigation agreement. A written agreement among Richland County, SCDOT and the applicant to allow the LOS mitigation measures identified in the TIA to be provided in a timely manner. At a minimum, the agreement shall include:

- 1) A specific list of the required mitigation measures and preliminary cost estimates.
- 2) A timetable by which the improvements will be phased and/or completed.
- 3) A proportionate cost sharing agreement for such improvements.
- 4) An designation of the party, or parties, responsible to ensure the recommended improvement is completed in a timely manner; and
- 5) Any other such matters as may be appropriate to the specific agreement.

Transportation Improvement Plan (TIP). A schedule of transportation capital improvement projects prepared by the MPO which are programmed for completion within the next six years.

Volume-to-Capacity Ratio (V/C). The volume of traffic on a roadway segment (determined by traffic counts) divided by the engineering design capacity (volume) of the roadway, expressed as a ratio. The v/c ratio is a critical component of long range traffic forecast models and prioritizing road improvement projects for inclusion in the TIP and the County's CIP.

SECTION II. The Richland County Code of Ordinances, Chapter 26, “Land Development”; is hereby amended by substituting the new term “Traffic Impact Assessment” for the term “Traffic Management Plan” wherever such term is found within the chapter.

SECTION III. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article IV, “Amendments and Procedures”; Section 26-52, “Amendments”; Subsection (b), “Initiation of Proposals”; Paragraph (2), “Zoning Map Amendments”; Subparagraph b., “Minimum Area for Zoning Map Amendment Application”; is hereby amended to read as follows:

- b. *Minimum area for zoning map amendment application.* No request ~~from any individual, corporation or agency, other than the county council, the planning commission, the county administrator, or the planning director,~~ for a change in zoning classification shall be considered that involves an area of less than two (2) acres, except ~~that the following changes may be made to apply to areas of less than two (2) acres~~ that involve one of the following:
1. An extension of ~~an~~ the same existing zoning district boundary.
  2. An addition or extension of RM-MD zoning contiguous to an existing RM-HD or RS-HD zoning district.
  3. An addition of OI zoning contiguous to an existing commercial or ~~industrial~~ residential zoning district.
  4. An addition of NC zoning contiguous to an existing commercial or ~~industrial~~ residential zoning district ~~other than OI.~~
  5. An addition of GC zoning contiguous to an existing industrial zoning district.
  6. A zoning change where property is contiguous to a compatible zoning district lying within another county or jurisdiction.
  - ~~7. A zoning change where property is contiguous to a compatible land use lying within another county or jurisdiction that does not provide zoning or similar regulations, provided that the area containing the similar uses is at least two (2) acres in size.~~
  8. A zoning change for a nonconforming use created by this chapter that is contiguous to compatible land uses.
  8. A zoning change for a parcel located within an adopted neighborhood master plan area and which has a compatible adopted neighborhood zoning district.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article IV, “Amendments and Procedures”; Section 26-54, “Subdivision Review and Approval”; Subsection (b), “Processes”; Paragraph (3), “Major Subdivision Review”; Subparagraph a., “Applicability”; is hereby amended to read as follows:

- a. *Applicability.* The major subdivision review process is required for all those subdivisions of land in Richland County that do not meet the requirements for exemption from the subdivision review process (See definition of “subdivision” in Section 26-22 above) and that do not qualify for administrative or minor subdivision review (Section 26-54(b)(1) and Section 26-54(b)(2)). Any subdivision that involves the dedication of land to the county for open space or other public purposes shall be considered a major subdivision. Any major subdivision with few than fifty (50) lots shall not be required to install sidewalks along roads abutting the development ~~and shall not be required to submit a traffic management plan.~~

SECTION V. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article IV, “Amendments and Procedures”; Section 26-54, “Subdivision Review and Approval”; Subsection (b), “Processes”; Paragraph (3), “Major Subdivision Review”; Subparagraph c., “Plan Submittal”; Clause 1., “Filing of Application”; is hereby amended to read as follows:

1. *Filing of application.* An application for major subdivision review may be filed by the owner of the property or by an authorized agent. The application for major subdivision approval shall be filed with the planning department on a form provided by the department. The application shall be accompanied by a sketch plan containing all information required on the application including a sketch of the entire proposed development even in cases where the development is occurring in phases. Sketch plans for developments requiring major land development review shall be submitted in both a paper and a digital format as specified by the County, and shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor. ~~Plans shall include a traffic management plan.~~

SECTION VI. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article IV, “Amendments and Procedures”; Section 26-54, “Subdivision Review and Approval”; Subsection (b), “Processes”; Paragraph (3), “Major Subdivision Review”; Subparagraph d., “Sketch Plan Review and Approval”; Clause 3., “Formal Review”; Sub-clause [b], Decision by the Planning Commission; is hereby amended to read as follows:

- [b] *Decision by the planning commission.* Where an appeal has been made to them on a major subdivision sketch plan, the Richland County Planning Commission, after conducting the public hearing, may: deny approval, table the application pending submittal of additional information, or approve the application. The planning commission shall approve the sketch plan if it finds:

- [1] The proposed project complies with the policies and objectives of the county comprehensive plan.
- [2] The proposed project complies with the purpose, scope, and provisions of this chapter.
- ~~[3] Traffic management plan findings and proposals are accepted by the county and needed improvements are included in the plan. This shall include all appropriate access management techniques to provide safe vehicular and pedestrian ingress and egress to and through the subject site.~~
- [43] The county address coordinator has approved the subdivision name and addresses, and the planning commission has approved the subdivision road names. (See Section 26-183 of this chapter).
- [54] The proposed project complies with the subdivision sketch plan checklist of the planning department.

The applicant shall be provided with a written statement of the planning commission's action (approval, approval with conditions, or denial). Such statement shall, at a minimum, include findings of fact based on the criteria described above and shall establish the general parameters for the development of the entire area subject to the sketch plan. The county shall not accept an application for a preliminary plan, or for roads, storm drainage or sediment/erosion control, until the sketch plan is approved.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, "Land Development"; Article IV, "Amendments and Procedures"; Section 26-59, "Planned Development Review/Approval"; Subsection (c), "Plan Submittal"; Paragraph (1), "Filing of Application"; is hereby amended to read as follows:

- (1) *Filing of application.* Each application for a PDD shall consist of an application for a zoning map amendment (see Section 26-52 of this chapter) and an application for a land development permit (see Section 26-53 of this chapter) for the proposed development plan. ~~All requirements for both types of applications must be met. Plans shall include a traffic management plan.~~ Plans shall be submitted by the property owner or an authorized agent.

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, "Land Development"; Article V, "Zoning Districts and District Standards"; Section 26-102, "TC Town and Country District"; Subsection (d), "Development Standards"; Paragraph (10), "Design and Operation Standards"; Subparagraph b., "Roads/Traffic Impacts"; Clause 4., "Traffic Management Plan"; is hereby deleted in its entirety.

- ~~4. Traffic management plan. A traffic management plan, conducted by a registered engineer, must accompany the application for a TC District~~

~~analyzing the traffic impact of the proposed development and include proposals for handling all impacts noted.~~

SECTION IX. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article VII, “General Development, Site, and Performance Standards”; Section 26-175, “Access”; is hereby amended to read as follows:

**Sec. 26-175. Access.**

(a) *General.* The standards contained in this section are designed to ensure that access to development in the unincorporated parts of Richland County does not impair the public safety and are the minimum necessary to provide safe access to the adjacent property for both pedestrians and vehicles. All proposed vehicle access points connecting to a public road shall conform to the provisions of this section.

~~(b) *Driveway permit.*~~

~~(1) *Permit required.* Before any proposed vehicular access point connecting to a public road may be constructed, a driveway permit must be obtained from the Richland County Public Works Department. The South Carolina Department of Transportation (SCDOT) is required to review all connections to state system roads. Driveway permits on state system roads should be submitted to SCDOT for the initial review. Upon SCDOT approval, the driveway permit will be forward to Richland County for its approval. Where a conflict arises with respect to these standards, the more restrictive access standards shall apply. Single permits may be issued covering all access within a proposed subdivision.~~

~~(2) *Existing driveway approaches.*~~

~~a. *Relocation, alteration, or reconstruction.* Existing driveway approaches shall not be relocated, altered, or reconstructed without a permit approving the relocation, alteration, or reconstruction, and such driveway approaches shall be subject to the provisions of this section.~~

~~b. *Changes resulting in closing of driveway.* When the use or layout of any property is changed, making any portion or all of the driveway approach unnecessary, the owner of the property shall, at his/her expense, replace all necessary curbs, gutters, and sidewalks, and/or correct all nonconforming features.~~

(b) *Encroachment permit.* For projects located on a roadway within the State Highway Network, the Planning Department shall not issue a land development permit, or a final subdivision plat, until SCDOT provides a copy of the approved SCDOT Encroachment Permit. For projects located on a roadway maintained by the County, the Planning Department shall not issue a land development permit,

or a bonded or final subdivision plat, until SCDOT provides a copy of the approved Public Works Department Encroachment Permit.

- (c) Driveway standards. All driveways shall be constructed in conformance with the standards described below, and with the applicable portions of Section 181 (c), regarding visibility at intersections. The term “Land Use Example” is only illustrative of the relative size of proposed projects and is not intended to be an exclusive list.

**TABLE 26 - VII-4**  
**DRIVEWAY INSTALLATION STANDARDS**

<u>Land Use Example</u>	<u>Driveway Classification</u>	<u>Projected Trips</u>	<u>Min. Width (ft)</u>	<u>Min. Radius Return (ft)</u>
<u>1 or 2 Family Residence</u>	<u>Low Volume</u>	<u>1-20 AADTs or 1-5 peak hour trips</u>	<u>10 - 24</u>	<u>15</u>
<u>Subdivisions, Apartments, or small commercial</u>	<u>Medium Volume</u>	<u>6 – 100 peak hour trips</u>	<u>24 – 40 *</u>	<u>30 - 40</u>
<u>Convenience stores, gas stations or shopping centers</u>	<u>High Volume</u>	<u>101+ peak hour trips</u>	<u>Determined by TIA</u>	<u>Determined by TIA</u>

\* A 40-ft driveway is usually marked with two 12-ft wide right & left exit lanes and one 16-ft wide entrance lane. If a median divider is used at the entrance, the driveway width must be increased by the width of the median.

~~(1) — *Driveway width.* The width, in feet, of a driveway approach shall be within the minimum and maximum limits as specified below, excluding detached, single-family residential properties. Driveway approach widths shall be measured at the road right of way line and the width of any driveway shall not increase when crossing the right of way except at properly designated curb returns.~~

~~a. — *One way drives.* One way drives shall have a minimum width of twelve (12) feet and shall not exceed a maximum width of eighteen (18) feet.~~

~~b. — *Two way drives.* Two way drives shall have a minimum width of eighteen (18) feet and shall not exceed a maximum width of twenty four (24) feet.~~

~~(2) — *Number of drives.*~~



- a. ~~Generally.~~ Generally, one point of access to a given property will be allowed. However, additional access points may be allowed by the Richland County Public Works Department as provided in Table VII-4 below, provided the continuous roadway frontage of the property exceeds two hundred (200) feet.
- b. ~~Maximum number of drives per frontage.~~

**TABLE VII-4  
MAXIMUM NUMBER OF DRIVEWAYS PER FRONTAGE**

Length of Frontage (ft)	Maximum Number of Driveways
200 or less	1*
±200 to 600	2
±600 to 1000	3
±1000 to 1500	4
More than 1500	4 plus 1 per additional increment of 500 feet of frontage
* On frontages of 200 feet or less, a pair of one-way driveways may be substituted only if the internal circulation on the site is compatible with the one-way driveways and wrong-way movements on the driveways are rendered impossible or extremely difficult for motorists.	

- e. ~~Additional considerations in number of driveways permitted.~~ Driveways will be limited to the number needed to provide adequate and reasonable access to a property. Factors such as alignment with opposing driveways and minimum spacing requirements (see below) will have a bearing on the number of driveways permitted.
  - d. ~~Joint use of driveways/connectivity.~~ Wherever feasible, the Public Works Department shall require the establishment of a joint use driveway serving two (2) abutting properties. Additionally, when a property is developed, the public works department may require connectivity with adjoining parking areas or may require that a driveway/parking area be designed for future connection with an abutting property.
- (3) ~~Driveway separation.~~ All driveway approaches shall be allocated and spaced as outlined below.

**TABLE VII-5  
DRIVEWAY SEPARATION STANDARDS**

<b>Road Speed Limit (mph)</b>	<b>Minimum Spacing (ft)</b>
30 or less	100
35	150
40	200
45	250
50	300
55 plus	350

~~Access separation between driveways shall be measured between the driveway centerlines. Speed limits are as determined by SCDOT. For single family lots, the planning department may reduce the spacing requirements of this section if it can be demonstrated that a hardship exists and there is no opportunity to design a conforming access point. Internal roads in single family detached subdivision developments are exempt from these standards.~~

- ~~(4) *Driveway design.* All driveway approaches, except those to single family homes, shall be a concrete apron (“ramp” type). Road type driveway entrances may be required to developments that have parking spaces for two hundred (200) or more vehicles when required by the public works department. Driveway approaches must cross any sidewalk area at the sidewalk grade established by the public works department. All concrete aprons shall be installed to the right of way line or at least ten (10) feet from the edge of the traveled way and be built to the specifications of the public works department.~~
- ~~(5) *Sight visibility triangles.* At all driveway approaches, a sight area shall be maintained. See Section 26-181(e) of this chapter for sight triangle requirements.~~

(d) *Access Point Separation Standards.*

- (1) The access separation standards provided below apply to all public roads, except those inside a subdivision or other development project.

**TABLE 26-VII-5**  
**ACCESS POINT SEPARATION STANDARDS**

<b><u>Posted Speed Limit (mph)</u></b>	<b><u>Minimum Access Point Spacing (ft)* on roadways &gt;2000 AADTs or Access Points Generating &gt; 50 peak hour trips</u></b>	<b><u>Minimum Access Point Spacing (ft)* On Roadways with AADTs &lt; 2000</u></b>
<u>30</u>	<u>160</u>	<u>75</u>
<u>35</u>	<u>220</u>	<u>125</u>
<u>40</u>	<u>275</u>	<u>175</u>
<u>45</u>	<u>325</u>	<u>225</u>

<u>50</u> ≥	<u>400</u>	<u>275</u>
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\* Measured from the near edge of driveways

In addition to the requirements describe above, the Fire Marshal may require a secondary access point to any development project.

- (2) Major land development and major subdivisions. All proposed parcels, including outparcels, shall be depicted in the preliminary development plan documents and access to such parcels shall be limited to internal points within the project. Access may be limited to a “Right-In, Right-Out” configuration, as may be deemed necessary.
- (3) Shared access. The Planning department, with the consent of the Public Works department, may require shared access agreements among adjacent parcels, and/or installation of marginal access roads, as well as consolidation of existing access points, as may be deemed necessary.
- (4) Medians. The Planning department, with the consent of the Public Works department, may require installation of raised medians by the applicant as may be necessary to protect safe vehicular and pedestrian access to adjacent property.
- (5) Change of land use. When there is a proposed land use change on a developed site that affects the amount, type, or intensity of traffic activity, the Planning department, with the consent of the Public Works department, shall require written documentation from SCDOT regarding the adequacy of the existing access point to safely accommodate the traffic generated by the project prior to issuing a development permit.
- (e) Exceptions. The Planning department, with the consent of the Public Works department, may reduce the requirements described above, provided the applicant can demonstrate that all physically possible alternative development plans have been considered in an attempt to conform to the requirements and that any hardship to compliance is not the result of self-imposed actions, including, but not limited to, the purchase of the subject parcel, the topography of the site, and/or the geometry of the roadway.

SECTION X. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article VII, “General Development, Site, and Performance Standards”; Section 26-181, “Road Standards”; Subsection (b), Design Standards for Public or Private Roads; Paragraph (5), Intersections; is hereby amended to read as follows:

- (5) Intersections. All road intersections shall be designed in substantial compliance with the applicable requirements of SCDOT’s “Access & Roadside Management Standards”, published in August 2008.

- a. ~~*Intersection design.* The center lines of no more than two (2) roads shall intersect at any one point. Roads shall be laid out so as to intersect as nearly as feasible at right angles and no road shall intersect any other road at an angle of less than sixty (60) degrees. The angle of intersections shall be measured at the intersection of road centerlines. Where curved roads intersect, the lesser traveled road (based on current studies) shall have a minimum tangent of one hundred (100) feet at the intersection, with no more than sixty (60) degrees deflection from radial.~~
- b. ~~*Intersection spacing.* Road intersections shall have a centerline offset of not less than two hundred (200) feet, except that road intersections on minor or local residential roads shall have a centerline offset of not less than one hundred twenty five (125) feet.~~

SECTION XI. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article VIII, “Resource Protection Standards”; Sections 26-204 – 26-220, “Reserved”; is hereby amended to read as follows:

**Secs. 26-204 – 26-209. Reserved.**

SECTION XI. The Richland County Code of Ordinances, Chapter 26, “Land Development”; article heading “IX. Subdivision Regulations”; is hereby amended to read as follows:

#### ARTICLE X. SUBDIVISION REGULATIONS

SECTION XII. The Richland County Code of Ordinances, Chapter 26, “Land Development”; article heading “X. Nonconformities”; is hereby amended to read as follows:

#### ARTICLE XI. NONCONFORMITIES

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, “Land Development”; article heading “XI. Code Compliance”; is hereby amended to read as follows:

#### ARTICLE XII. CODE COMPLIANCE

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; is hereby amended by the creation of a new article, to read as follows:

#### ARTICLE IX. TRANSPORTATION

**Sec. 26-210. General.**

- (a) *Purpose.* The purpose of this article is to provide the information necessary to allow decision-makers to assess the transportation implications of traffic associated with a proposed development project; to address the transportation-related issues associated with development proposals that may be of concern to

neighboring property owners and residents; and to provide a basis for the negotiation regarding improvements and funding alternatives to accomplish the identified mitigation measures.

(b) Traffic Impact Assessment (TIA). A TIA may be required to:

- (1) Evaluate traffic operations and impacts at site access points;
- (2) Evaluate the impact of site-generated traffic on affected intersections;
- (3) Evaluate the quality of site-generated traffic on the quality of traffic flow in the area;
- (4) Ensure that proper facilities for pedestrians, bicyclists and transit users are provided;
- (5) Identify transportation infrastructure needs, the related costs and funding sources; and
- (6) Provide valuable data to more accurately develop long range transportation plans and road improvement projects for the County Capital Improvement Program and the MPO Transportation Improvement Plan.

#### **Sec. 26-211. Applicability.**

- (a) A TIA shall be required for all proposed land development projects, or phases thereof, and zoning map amendments, for which the estimated cumulative effect will: 1) cause the annual average daily traffic count on the roadway(s) adjacent to the subject site to increase by more than fifteen percent (15%) of its design capacity; or 2) cause the Volume-to-Capacity (V/C) ratio on any adjacent roadway(s) to exceed 1.35; or 3) results in 100, or more, PM peak hour (PMPH) trips, whichever is applicable; or
- (b) All proposed public and private school projects shall use the criteria described above except that 100, or more, AM peak hour (AMPH) trips will be used.

#### **Sec. 26-212. Minimum Requirements.**

The applicant shall submit all information specified in the Traffic Impact Assessment Checklist that proscribes the requirements for a TIA.

#### **Sec. 26-213. Review Process.**

- (a) The applicant shall be required to complete a mandatory pre-application conference to determine the study area, project phasing timetable and other applicable TIA parameters.

(b) No later than fifteen (15) days after submission of the TIA, the Department will provide the applicant with a sufficiency determination, including identification of any deficiencies or additional analysis that may be required.

(c) No later than thirty (30) days after submission of the TIA, unless delayed by a “not sufficient” determination, the Department shall provide a written summary of the TIA findings and recommendations to the applicant.

**Sec. 26-214. Mitigation.**

The applicant, the County and/or SCDOT may enter into a voluntary agreement to effectuate completion of the identified mitigation improvements attributed to the proposed project. The County Administrator is authorized to execute a traffic mitigation agreement on behalf of the County.

**Secs. 26-215 – 26-220. Reserved.**

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

SECTION XVII. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

First Reading: June 23, 2009  
Public Hearing: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph C; so as to clarify setback requirements  
**[SECOND READING][PAGES 52-53]**

# DRAFT

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-152, SPECIAL EXCEPTIONS; SUBSECTION (D), STANDARDS; PARAGRAPH (22), RADIO, TELEVISION AND TELECOMMUNICATIONS AND OTHER TRANSMITTING TOWERS; SUBPARAGRAPH C.; SO AS TO CLARIFY SETBACK REQUIREMENTS.

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 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph c. is hereby amended to read as follows:

- c. The minimum setbacks for communication towers from ~~certain uses abutting districts~~ shall be as follows:
  1. ~~In no case shall a communication tower be located within fifty (50) feet of a residential zoning district or an inhabited residential dwelling.~~ Communication towers abutting a residentially zoned parcel shall have a minimum setback of one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required setback shall be two hundred and fifty (250) feet.
  2. ~~For towers in excess of fifty (50) feet, the setback shall increase one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required separation being two hundred fifty (250) feet.~~ Communication towers abutting a non-residentially zoned parcel with a habitable residential dwelling shall have a minimum setback of fifty (50) feet.
  3. Communication towers abutting a non-residentially zoned parcel without a habitable residential dwelling shall observe the setbacks of the district in which it is located.

SECTION II. 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.



# DRAFT

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

SECTION IV. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

Attest this the \_\_\_\_ day of  
\_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Request to accept a conservation easement donation from Mr. George Delk, representing BDH Properties, LLC, for 20 acres in the Lower Richland Community **[PAGES 55-69]**

## **Notes**

D&S 06/23/2009: The committee voted to amend Section 5 of the agreement (removing language in reference to single-family residential purposes) and recommended approval of the conservation easement as amended. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Conservation Easement

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement donation on 20 acres in Lower Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

## **B. Background / Discussion**

Mr. George Delk, representing BDH Properties, LLC, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space. The property is a critical segment of the Mill Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District #11 where extensive development has occurred. BDH Properties, LLC, would like to contribute to a new conservation image for their community. We salute their donation and conservation values.

## **C. Financial Impact- Donation**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. No Commission funds are being used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The donation value based on a recent appraisal is \$260,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

## **D. Alternatives**

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

## **E. Recommendation**

It is recommended that Council approve the request to accept this conservation easement on 20 acres owned by BDH Properties, LLC.

<b>Recommended by:</b> <u>Carol Kososki, Chair</u> <u>Jim Wilson, Program Manager</u>	<b>Department:</b> <u>Conservation Commission</u> <u>Richland County</u>	<b>Date:</b> <u>5-18-2009</u>
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**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

**Administration**

Reviewed by: Sparty Hammett

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:



## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 18<sup>th</sup> day of May, 2009, by BDH Properties, LLC of 29 Governor's Hill, Columbia, Sc 29201 ("Grantor") to the Richland County Council, ("Grantee") of, Columbia, SC.

### WITNESSETH:

Grantor is the owner of certain 19.97 acres of real property in Richland County, South Carolina more particularly described below.

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

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

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

- The preservation of open space for the scenic enjoyment of Mill Creek by the general public.
- The furtherance of the South Carolina Conservation Easement Act, §46-45-10 authorizes the acquisition of conservation easements by non-profit organizations;

- The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- The protection of water quality deriving from the property's location in the Mill Creek Watershed, which provides a source of drinking water and recreation for the Midlands of South Carolina and which feeds directly into the Congaree Swamp national park..
- The provision of recreational opportunities as expressed in the Greenway Plan for Richland County, adopted by the Richland County Council.
- The preservation of significant wildlife habitat and traditional flora and fauna in this habitat rich area and providing a wildlife connection to the Lower Richland Community.

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

The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the “Report”) prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

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

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and §27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

Richland County, South Carolina Tax Map Number R19100-04-03 more fully described;  
*GOING TO NEED A PROPERTY DESCRIPTION*

### **1. Grant of Conservation Easement**

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1989 of the nature and character described herein. Grantor will neither perform, nor knowingly allow another person to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

### **2. Statement of Purpose**

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

### **3. Rights and Responsibilities Retained by Grantor**

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and bequest the Property, as



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

#### **4. Limitation on Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The property may not be subdivided at anytime.

#### **5. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural, recreational, hunting, and single-family residential purposes, or to permit others to use the Property for agricultural, recreational, hunting, or single family purposes, in accordance with applicable law. There shall be no multi-family, industrial, or commercial use of the property.

#### **6. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property. There shall be no general right of public access to the property, provided that, however, grantor retains the right to make such use available at Grantor's sole discretion.

#### **7. Right to Use the Property for Customary Rural Enterprises**

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

#### **8. Permission of Grantee**

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

#### **9. Procedure to Construct Buildings and Other Improvements**

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to

undertaking any construction, reconstruction, or other improvement of buildings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its records current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for reasonable and customary management of pets, livestock and wildlife.

B) New Ancillary Structures & Improvements – New ancillary buildings and other structures and improvements to be used primarily for agricultural, recreational or educational purposes may be built on the Property only with the permission of the Grantee.

C) New Residential Structures –No new residential structures may be built on the property.

D) Recreational Improvements – Passive recreational improvements, such as trails, may be built with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

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

F) Vegetative Buffer - There shall be no development or land clearing activities within 100 feet of a river, stream, creek bed, or wetland, other than that which is permitted below. Such areas shall remain a vegetative buffer for water quality purposes at all times.

## **10. Maintenance and Improvement of Water Sources**

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

## **11. Water Rights**

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

## **12. Conservation Practices**

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

## **13. Application of Waste Materials**

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with applicable law and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the conservation features and productivity of the Property.

## **14. Forest Management**

Hardwood tree species may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use. Hardwood species may not be commercially timbered.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

## **17. Hazardous Waste**

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

## **18. Ongoing Responsibilities of Grantor and Grantee**

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

(A) Taxes – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(B) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(C) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

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

## **19. Extinguishment of Development Rights**

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

## **20. Enforcement**

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

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

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

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

(B) Restoration of the Property to its condition existing prior to such violation.

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

## **21. Transfer of Easement**

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

## **22. Transfer of Property**

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

## **23. Amendment of Easement**

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

## **24. Extinguishment**

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

## **25. Proceeds**

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

unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant. Grantee shall not be entitled to any proceeds from the sale or disposition of the property except pursuant to Section 24.

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

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

## **26. Interpretation**

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

## **27. Successors**

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

## **28. Severability**

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

## **29. Notices**

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

To Grantors: George Delk  
BDH Properties, LLC  
29 Governor's Hill  
Columbia, SC 29201

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

### **30. Grantor's Title Warranty and Mortgages**

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except the lien for current ad valorem taxes and hereby promises to defend the same against all claims that any be made against it. Grantor further warrants that all current or future mortgages shall be subservient to the conditions of this easement.

### **31. Subsequent Liens on Property**

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

### **32. Subsequent Encumbrances**

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

### **33. Grantor's Environmental Warranty**

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

### **34. Perpetuation of Easement**

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

### **35. Acceptance**

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

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

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

Granted:

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted:

Witness:

\_\_\_\_\_

By \_\_\_\_\_

Richland County Council

Chairman

\_\_\_\_\_



Acknowledgments

County of Richland  
State of South Carolina,

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2009 and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

# Richland County Council Request of Action

**Subject**

Request to accept a conservation easement donation from Mr. James Mullis for 73 acres in the Twenty-Five Mile Creek Watershed in Northeast Richland County **[PAGES 71-85]**

**Notes**

D&S 06/23/2009: The committee voted to amend the agreement (to specify 1/2 acre for each new construction) and recommended approval of the conservation easement as amended. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Conservation Easement

### **A. Purpose**

County council is requested by the Conservation Commission to accept a conservation easement on 73 acres as a donation in northeast Richland County near Blythewood in the Twenty-Five Mile Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

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

James Mullis, 5820 Capitol Way, Salley, SC, 29137 has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Twenty-Five Mile Creek Watershed and floodplain which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density subdivisions. The property is located in County Council District #2. The Mullis Family would like to contribute to a new conservation image for their community and protect this stream corridor. We salute their partnership and conservation values.

### **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$73,000. The Conservation Commission has current funding available for this easement. The appraisal shows a value of \$328,500. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in a floodplain area of Broad River.

### **D. Alternatives**

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

**E. Recommendation**

It is recommended that Council approve the request to accept this conservation easement on 73 acres owned by James Mullis.

<b>Recommended by:</b> <u>Carol Kososki, Chair</u> <u>Jim Wilson, Program Manager</u>	<b>Department:</b> <u>Conservation Commission</u> <u>Richland County</u>	<b>Date:</b> <u>5-18-2009</u>
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**F. Reviews**

**Finance**

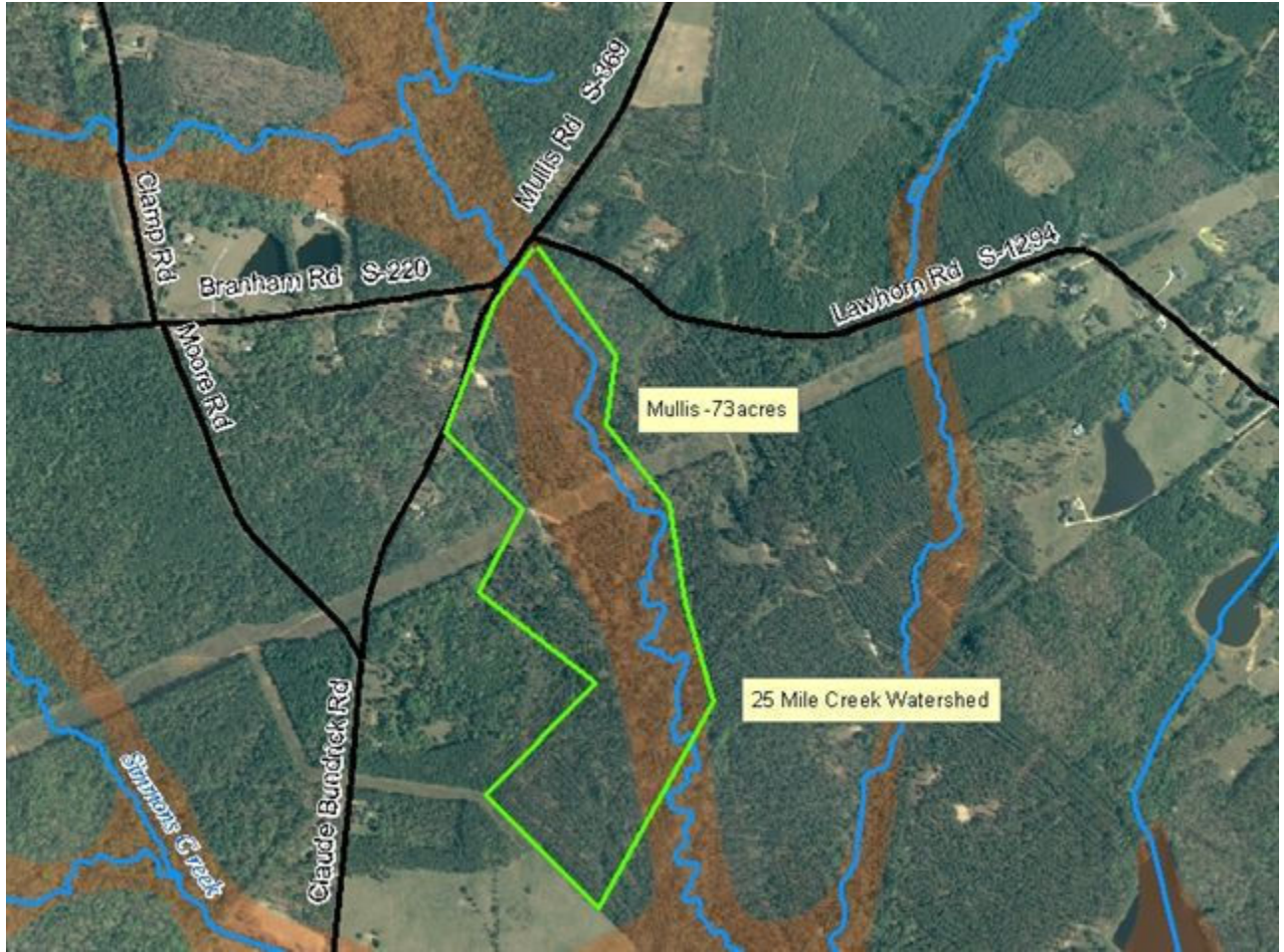
Reviewed by: Daniel Driggers  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
Comments:

**Legal**

Reviewed by: Larry Smith  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
Comments:

**Administration**

Reviewed by: Sparty Hammett  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
Comments:



## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 18th day of May 2009, by James K. Mullis, 5820 Capitol Way, Salley, SC 29137 to Richland County, ("Grantee").

### WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina of approximately 92 acres more particularly described on Attachment A.

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to the 25 Mile Creek Greenway identified as a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The preservation of water quality related to the provision of buffering the 25 Mile Creek Watershed from development.

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

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

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

THEREFORE, in consideration of \$73,000 and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

*Richland County Tax Map Number or more particularly described in Attachment A*

## **1. Grant of Conservation Easement**

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

## **2. Statement of Purpose**

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

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

### **3. Rights and Responsibilities Retained by Grantor**

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

### **4. Rights to Use Property for Traditional Purposes**

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

### **5. Right to Privacy**

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

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. Permission of Grantee**

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

### **8. Procedure to Construct Building and Other Improvements**

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.



A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be three (3) new residential dwellings constructed on the Property, provided that no more than one-half acre of land shall be disturbed for this new construction.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

## **9. Maintenance and Improvement of Water Sources**

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

## **10. Water Rights**

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

## **11. Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three (3) additional lots, not to exceed two (2) acres, to accomplish the construction of one new residential structure as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create the additional three (3) lots without the permission of Grantee is prohibited

## **12. Conservation Practices**

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

## **13. Application of Waste Materials**

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

## **17. Hazardous Waste**

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

## **18. Ongoing Responsibilities of Grantor and Grantee**

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

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

## **19. Extinguishment of Development Rights**

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

## **20. Enforcement**

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

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

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

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

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

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

## **21. Transfer of Easement**

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

## **22. Transfer of Property**

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

### **23. Amendment of Easement**

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

### **24. Extinguishment**

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

### **25. Proceeds**

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

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

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

### **26. Interpretation**

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

### **27. Successors**

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

## **28. Severability**

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

## **29. Notices**

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

To Grantor:

James K. Mullis,  
5820 Capitol Way  
Salley, SC 29137

To Grantee:

Director  
Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

## **30. Grantor's Title Warranty**

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

## **31. Subsequent Liens on Property**

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

## **32. Subsequent Encumbrances**

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

**33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

**34. Grantor’s Environmental Warranty**

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

**34. Perpetuation of Easement**

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

**35. Acceptance**

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

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

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

Witness:

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

\_\_\_\_\_  
James K. Mullis

Accepted:

Witness:

Council Richland County

\_\_\_\_\_

By \_\_\_\_\_

ATTACHMENT A

Acknowledgments

County of Richland  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:



County of Richland)  
State of South Carolina)

Acknowledgments

County of Richland)  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

Notary Public (SEAL)  
My commission expires:

# Richland County Council Request of Action

**Subject**

Request to adopt a conservation watershed proposal from the Pebble Creek Community for volunteer land easements in the Pebble Creek Watershed Conservation Area in Northwest Richland County [**PAGES 87-117**]

**Notes**

D&S 06/23/2009: The committee recommended that council adopt the conservation watershed proposal for volunteer land easements. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Conservation Easements

## **A. Purpose**

County Council is requested by the Conservation Commission to adopt a conservation watershed proposal for volunteer land easements as a donation in northwest Richland County near the Broad River known as Pebble Creek Watershed Conservation Area in order to protect a valuable floodplains, wetlands, natural resources, water quality, wildlife, and preserve valuable open space.

This pilot watershed project would be an example of community stewardship and partnership with Richland County for conservation.

## **B. Background / Discussion**

The Pebble Creek Community landowners has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty in a rural residential area that has a history of land legacy and character. The property is a critical segment of the Wateree Creek floodplain and perennial stream corridor that drains to the Broad River. The Conservation Commission will accept easements for Richland County in this watershed area as donations based on conservation criteria. Currently, ten landowners have requested easement agreements to preserve their conservation values. This area faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #1 where extensive development has already occurred. These landowners would like to contribute to a new conservation image for their community and protect the Broad River Basin. We salute their donation and conservation values.

## **C. Financial Impact- Donation**

The Conservation Commission voted unanimously voted to make this project request to County Council as a private donation for tax benefits only. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The Conservation Commission will not expend any funds for easement compensation. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in a floodplain area of Wateree Creek and Broad River Basin.

## **D. Alternatives**

1. **Approve the request** to accept the conservation easements in perpetuity will protect valuable area natural resources and preserve green space for all citizens. Approve this watershed as a conservation area to accept volunteer land easements by the Conservation Commission which will not have to go to County Council on an individual basis.

2. Accepting these easements will benefit our communities and set an example of volunteer partnership with landowners. The county will reduce stormwater runoff, improve water quality, achieve volunteer stream buffers, and enhance wildlife habitat and rural landscapes.
3. Do not approve this request will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

**E. Recommendation**

It is recommended that Council approve the request to accept this conservation easement area known as Pebble Creek Watershed for volunteer land easements.

<b>Recommended by:</b>	<b>Department:</b>	<b>Date:</b>
<u>Carol Kososki, Chair</u>	<u>Conservation Commission</u>	<u>5-18-2009</u>
<u>Jim Wilson, Program Manager</u>	<u>Richland County</u>	

**F. Reviews**

**Finance**

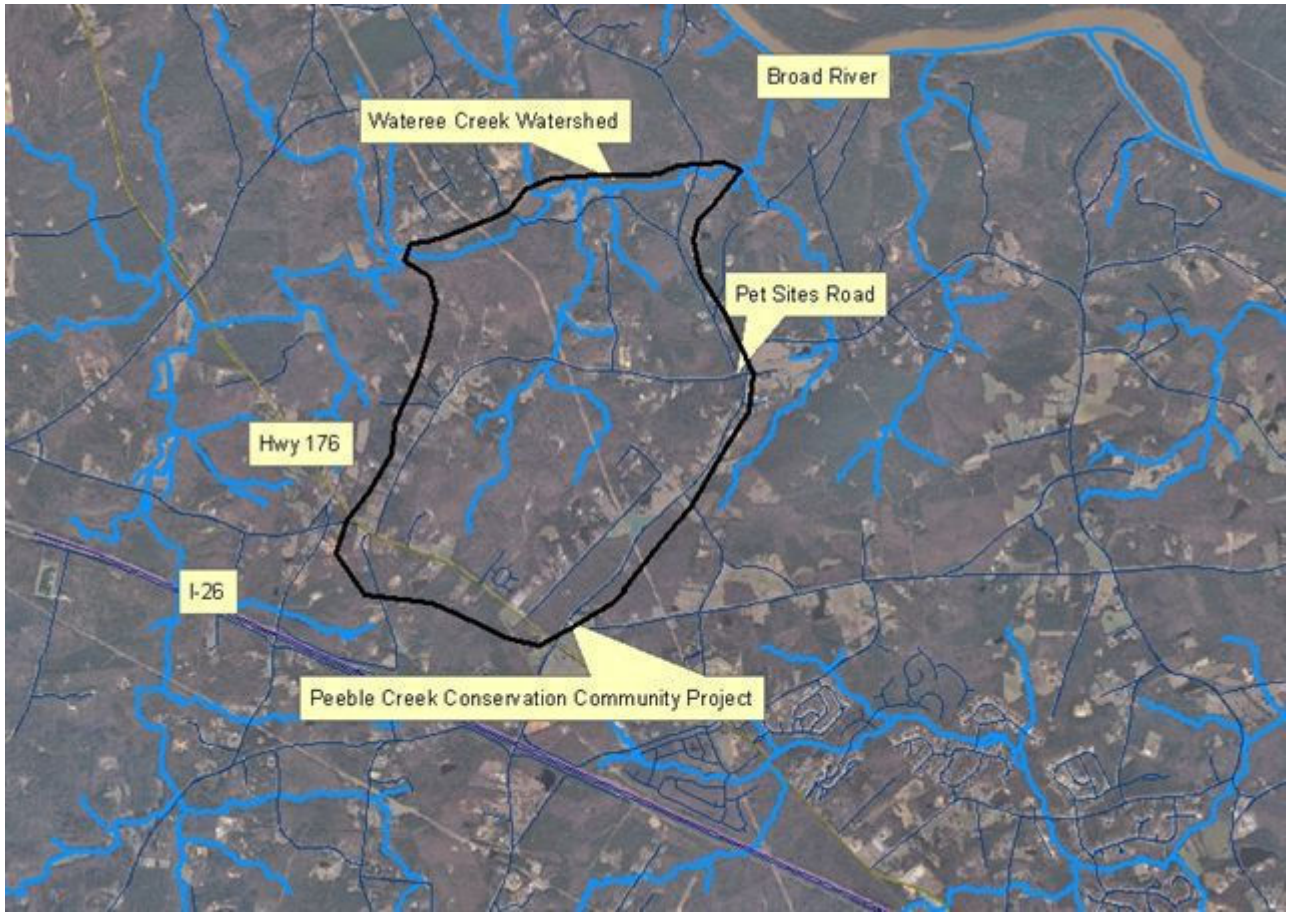
Reviewed by: Daniel Driggers  
 Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
 Comments:

**Legal**

Reviewed by: Larry Smith  
 Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
 Comments:

**Administration**

Reviewed by: Sparty Hammett  
 Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
 Comments:



# PEBBLE CREEK CONSERVATION PLAN

PREPARED BY THE RICHLAND COUNTY CONSERVATION COMMISSION



The Richland County Conservation Commission (RCCC) has identified the Pebble Creek area in northwestern Richland County as a conservation Area in need of concern and protection. Designation as a Conservation Area by the RCCC allows the properties within the boundaries to be given priority for use of the RCCC's resources for protection. The Pebble Creek Conservation Area Plan outlines how these resources shall be used to foster conservation in this area.

The Richland County Conservation Commission was created by County Council in 1998 to focus the community's efforts on natural resource conservation and historic preservation. The RCCC works with landowners, community groups, non-profit organizations and local government to achieve its objectives.

The program is governed by an 11 member Commission appointed by County Council. Members serve three year terms and bring a broad based background and knowledge to its functions.

The RCCC has a number of tools available to achieve its objects. It receives an annual appropriation from Council that allows it to form partnerships with organizations with similar goals. It operates two grant programs: a preservation grant program for historic resources and a community conservation grant program. It also has limited funding to purchase conservation easements in significant properties.

The RCCC offers technical assistance to groups for conservation projects. This Pebble Creek Focus area is the result of this technical assistance program.

## **Objectives of Pebble Creek Community Conservation Area**

The Pebble Creek Conservation Area is designed to:

Protect valuable natural resources such as bottom land forest and vegetation.

Improve water quality of streams by providing a buffer to prevent runoff and erosion and reduce pollutants

Protect ecological systems in the Wateree Creek Watershed by providing for proper hydrological function.

Preserve historic and archeological features associated with the history of Richland County, South Carolina.

Protect existing community green space and trees by providing incentives to landowners to keep vegetation.

Maintain rural scenic vistas and beautification by ensuring development consistent with the rural character and natural beauty of Northwest Richland County

Reduce land clearing and disturbance activities associated with development through partnerships.

Improve county wide recreation by providing corridors for greenways and access greenways and by improving the esthetics associated with these community efforts.

Support the Richland County Comprehensive Plan which promotes growth consistent with the natural beauty and community character of Richland County.





Rural landscapes, scenic road vistas, and family legacy



Stream corridors, natural forest buffers, and wildlife habitat

## AVAILABLE CONSERVATION TOOLS

The RCCC has identified the following tools to achieve its objectives for the Pebble Creek Conservation Area.

1. Technical Assistance – RCCC staff will offer technical assistance to landowners interested in pursuing the goals of this conservation area.
2. Conservation Easements – The RCCC will assist in the preparation of and will accept valid conservation easements from landowners that further the objectives of the Conservation area. A model conservation easement encouraged for use by Pebble Creek Conservation land owners is included as Attachment B.
3. Identification – The RCCC will recognize the area as a conservation priority which will assist in the regulation and protection of its resources.

THE RCCC ranks properties it considers allocating resources to according to a matrix developed by the staff. The Pebble Creek Conservation Area was subjected to his ranking and received a value of 35. The ranking sheet is included as Attachment C.

## THE PEBBLE CREEK CONSERVATION AREA

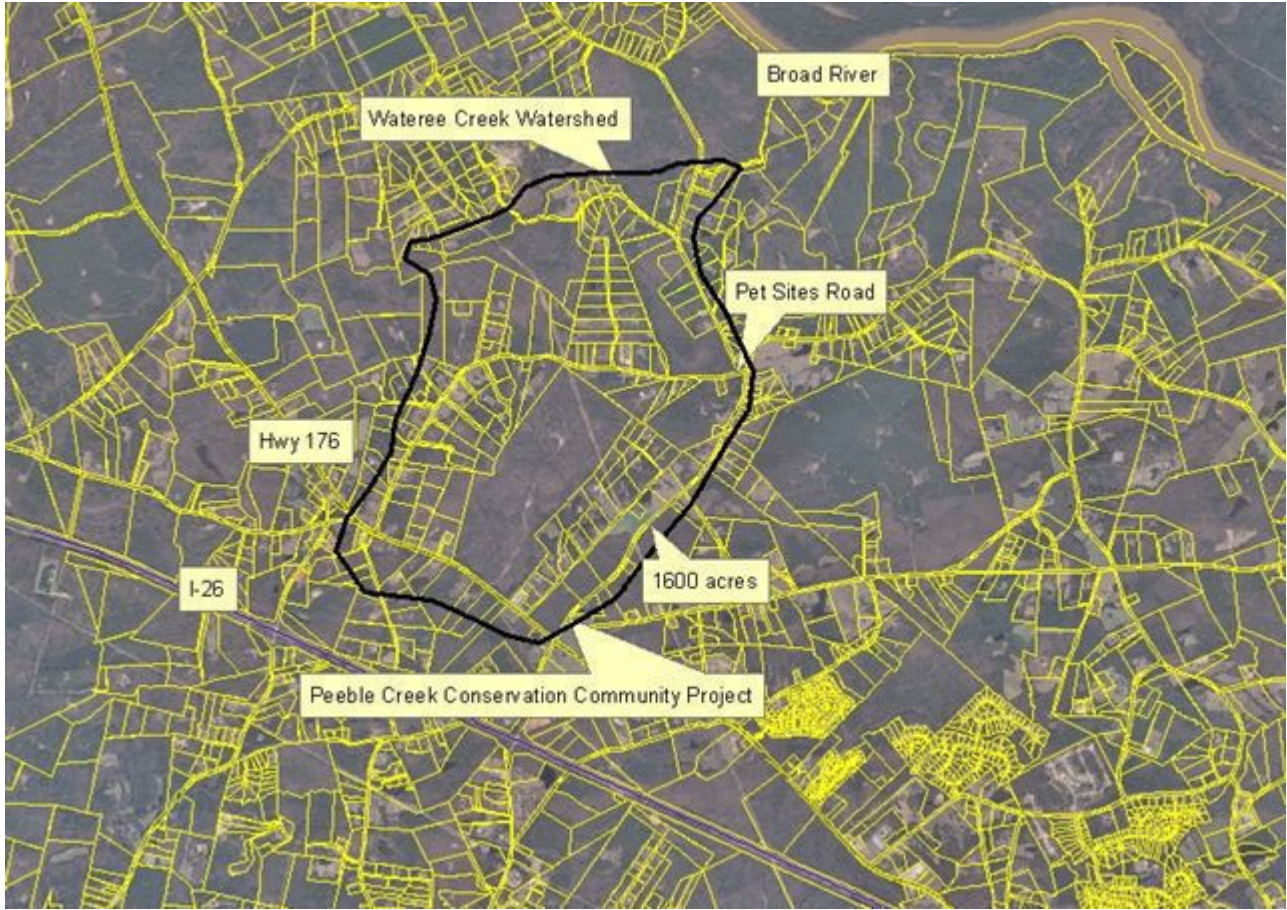
The Pebble Creek Conservation Area is located in northwestern Richland County. This is a fast growing area which was formerly a location of farms and rural lifestyles.

The area is within County District One and is represented on Council by Councilman Bill Malinowski. Managing growth and protecting the areas natural beauty has been a focus for the community for the past several years.

The area is best identified by three features:

- 1) Its relationship to the Broad River and the Wateree Creek Watershed.
- 2) The rolling topography and the remaining evidence of the traditional agricultural history of the area. A map indicating the topography is included.
- 3) The rapid growth of traditional subdivision development, which takes advantage of easy access to the employment base in Columbia via (I-26 and the availability of open land.





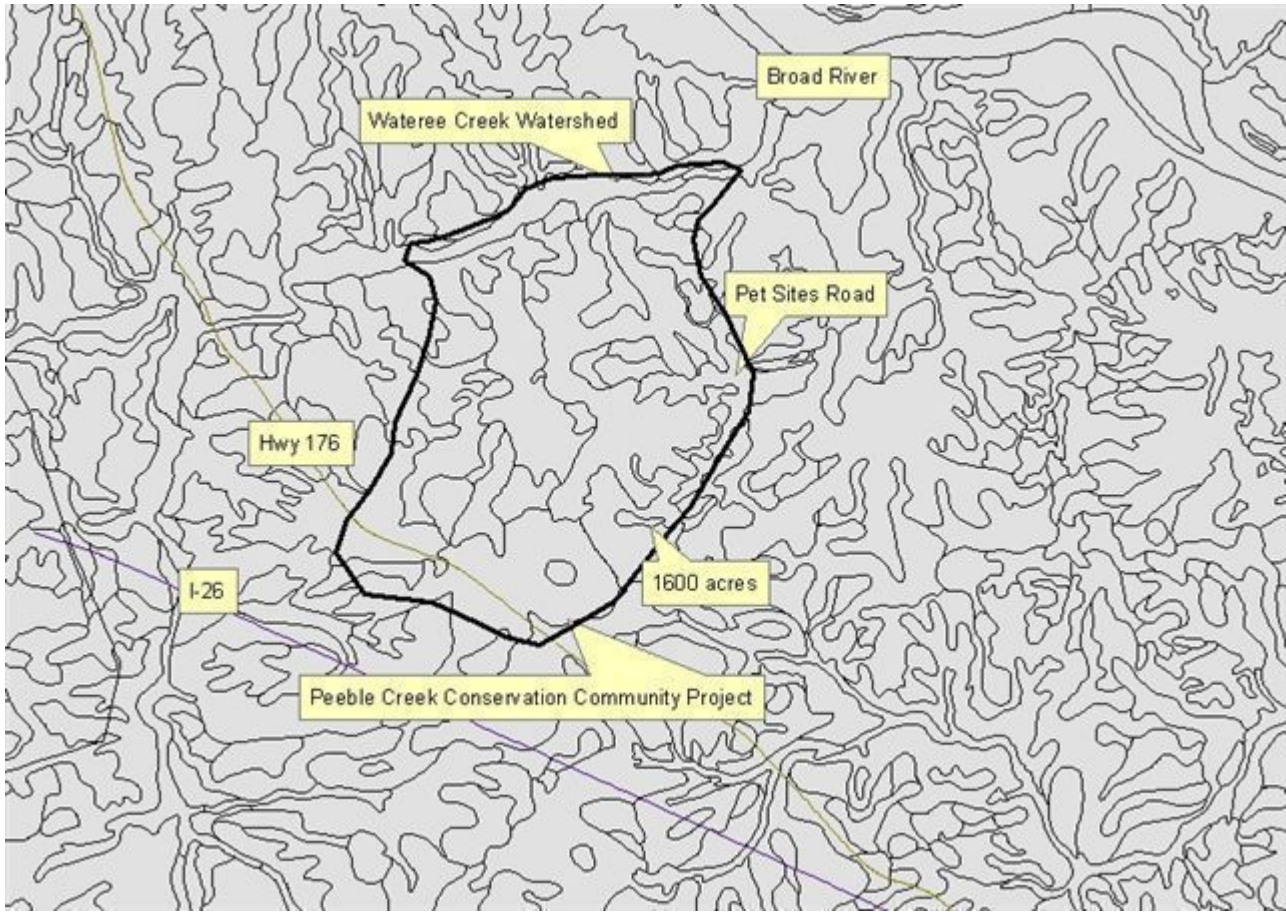
**Land Use Patterns in the Conservation Area**

## **SOIL TYPES**

There are two primary soil types found in the study area: Nason and Georgeville.

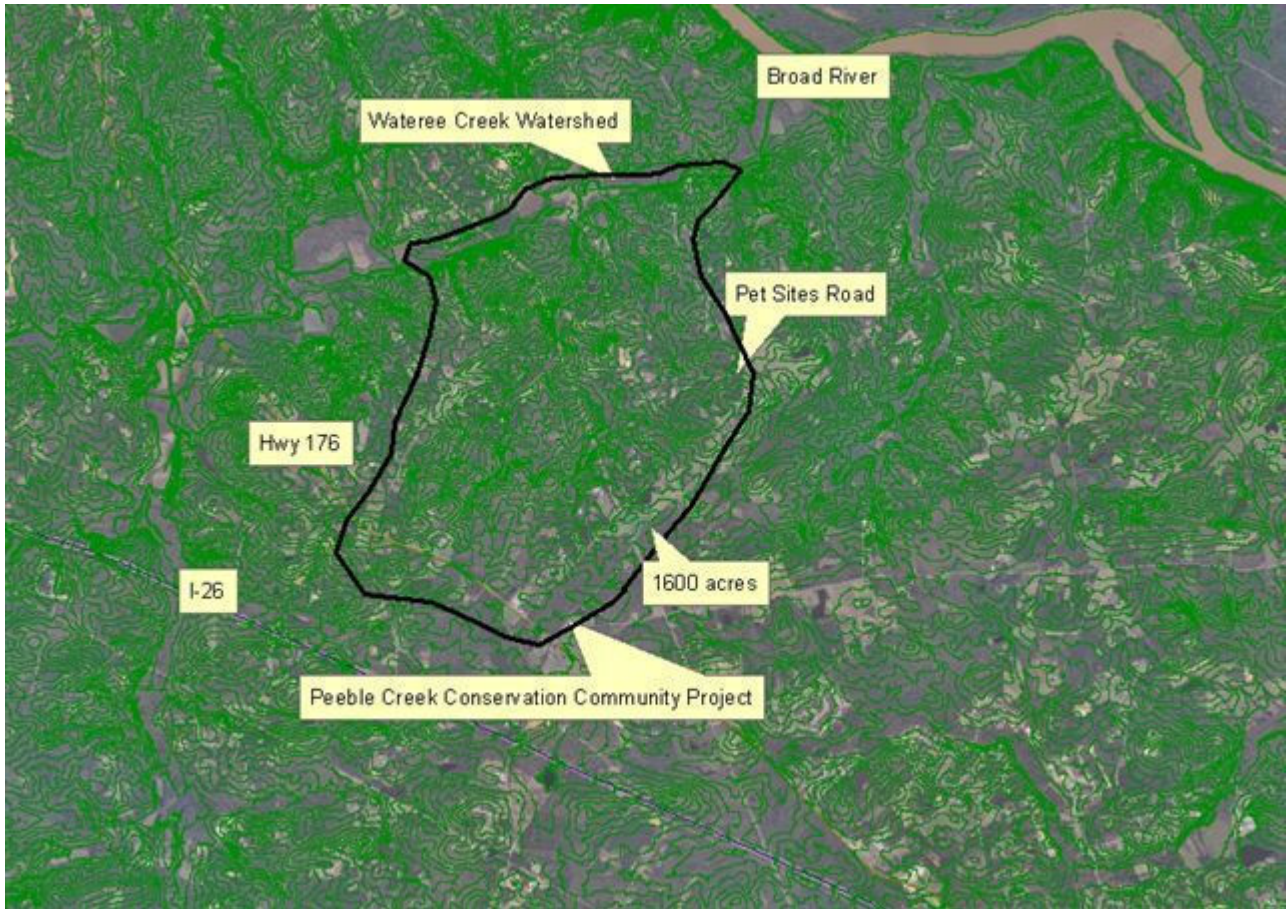
Nason soils are nominally found in a setting of Hill slopes, with a slope of 6-10%. They are well drained with non frequency of flooding.

Georgeville (GeB) are silt loam Soils, 2 to 6 % slopes. They found on uplands with a slope of 2-6%. They are well drained with little flooding.



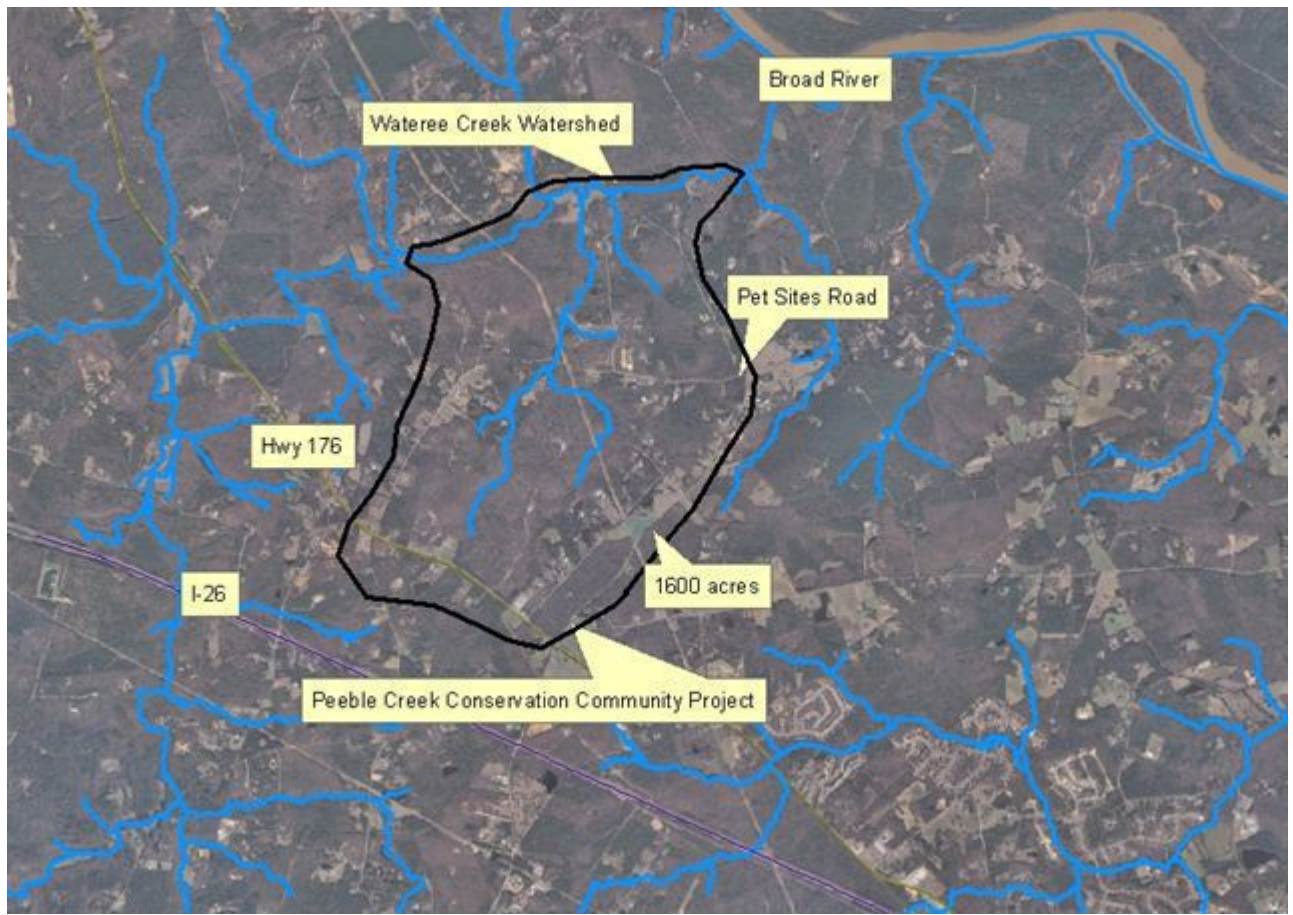
**Soils in the Conservation Area**



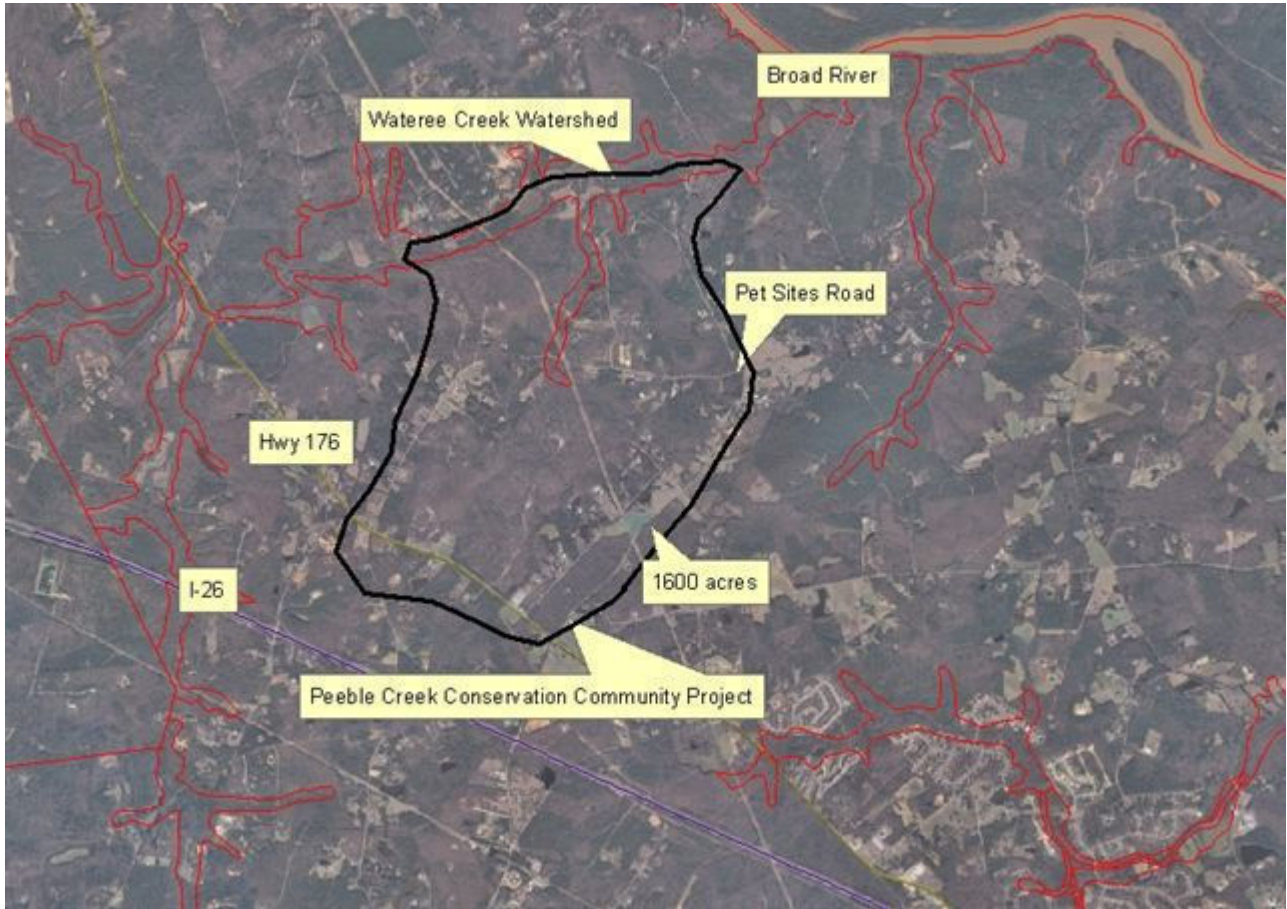


**Topography of the Conservation Area**





**Streams in the Conservation Area**



**Flood Zones in the Conservation Area**

## Appendix A

### Pebble Creek Community Conservation Project

Several landowners have indicated an interest of conserving their property. The following is an initial list of landowners for conservation donations:

1. Mike Kilpatrick
2. Mike Neal
3. Ted Borg
4. Maurine Hightower
5. Debbie Wooster
6. Billy DuRant
7. Donald Mattox
8. Bob Strickland
9. Blair Wilson
10. Gary Atkinson

## APPENDIX B

Draft: For Discussion only  
Richland/Conservation Commission/Easement/Atkinson (1)  
Friday, June 19, 2009

### CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this 18 day of May, 2009, by \_\_\_\_\_ having an address as, Irmo, South Carolina, 29036, to Richland County, ("Grantee").

#### WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina known as \_\_\_\_\_ more particularly described on Attachment A.

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public. The property fronts historic U.S. Highway \_\_\_\_\_. The traveling public can continue to enjoy the historic agricultural buildings and livestock in their historic state.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to a traditional communities of the County.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued high water quality as a pressing need, with the preservation of this land on Wateree Creek will help to fulfill.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or historic

resources of the Property are collectively referred to herein as the “conservation values” of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. Copies of the Baseline Report on file at the offices of the Grantee

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

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as:

*Richland County Tax Map Number or more particularly in Attachment A*

### **1. Grant of Conservation Easement**

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

### **2. Statement of Purpose**

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

### **3. Rights and Responsibilities Retained by Grantor**

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement

shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

#### **4. Rights to Use Property for Traditional Purposes**

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

#### **5. Right to Privacy**

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

#### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

#### **7. Permission of Grantee**

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

## **8. Procedure to Construct Building and Other Improvements**

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Existing Single-Family Residential Dwellings – The existing “historic homestead” residential dwellings may be repaired, reasonably enlarged and replaced at its current location, which is shown on the Baseline Report. There may be no new residential dwellings constructed on the Property.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

## **9. Maintenance and Improvement of Water Sources**

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



## **10. Water Rights**

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

## **11. Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels is prohibited

## **12. Conservation Practices**

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

## **13. Application of Waste Materials**

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

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



## **17. Hazardous Waste**

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

## **18. Ongoing Responsibilities of Grantor and Grantee**

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

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

## **19. Extinguishment of Development Rights**

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

## **20. Enforcement**

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

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

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

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

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

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

## **21. Transfer of Easement**

Grantee shall have, with the permission of the Grantor, the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement. Grantor shall not unreasonably withhold approval of such a transfer.

## **22. Transfer of Property**

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

## **23. Amendment of Easement**

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

## **24. Extinguishment**

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

## **25. Proceeds**

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

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

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

## **26. Interpretation**

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

## **27. Successors**

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

## **28. Severability**

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

## **29. Notices**

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

To Grantor:

\_\_\_\_\_

Irmo, SC 29063

To Grantee:

Director

Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

**30. Grantor's Title Warranty**

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

**31. Subsequent Liens on Property**

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

**32. Subsequent Encumbrances**

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

**33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

**34. Grantor’s Environmental Warranty**

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

**34. Perpetuation of Easement**

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

**35. Acceptance**

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

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

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

REMAINDER OF THIS PAGE LEFT BLANK

Witness:

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

\_\_\_\_\_  
LAND OWNER

Accepted:

Witness:

\_\_\_\_\_

Council Richland County

By \_\_\_\_\_

Acknowledgments

County of Richland  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

County of Richland)  
State of South Carolina)

Acknowledgments

County of Richland)  
State of South Carolina,

Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.

\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

Notary Public (SEAL)  
My commission expires:





# Richland County Council Request of Action

**Subject**

Request to accept 3 acres of conservation property in the Broad River Watershed as a fee simple title donation from Mr. Scott Baker [**PAGES 119-121**]

**Notes**

D&S 06/23/2009:The committee recommended that council approve the conservation easement. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Conservation Easement

## **A. Purpose**

County Council is requested by the Conservation Commission to accept 3 acres of conservation property in the Broad River Watershed as a fee simple title donation from Mr. Scott Baker in Richland County in order to protect valuable natural resources, floodplains, water quality, and preserve valuable open space. This property could serve as a community park and green space near the Hyatt Park Community off Westwood Avenue.

## **B. Background / Discussion**

Mr. Scott Baker with Insite Development, LLC, 111 Executive Center Drive, Columbia, SC 29210, has made a formal application to the Conservation Commission to donate valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently used for forestry, wildlife, and scenic beauty. The property is a critical drainage segment of the Broad River Watershed. The property faces development pressures to be converted to high density home units. The property is located in County Council District #4. We salute their donation and conservation values.

## **C. Financial Impact- Donation**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. No Commission funds will be used for property compensation. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

## **D. Alternatives**

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

## **E. Recommendation**

It is recommended that Council approve the request to accept this conservation property of 3 acres owned by Insite Development, LLC.

**Recommended by:**

Carol Kososki, Chair

Jim Wilson, Program Manager

**Department:**

Conservation Commission

Richland County

**Date:**

5-18-2009

**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Administration**

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:





# Richland County Council Request of Action

**Subject**

Request to authorize the County Administrator to negotiate and enter into a lease agreement with Hansel Carter for the use of property located at 10531 Garners Ferry Road for the Lower Richland drop off facility [**PAGES 123-124**]

**Notes**

D&S 06/23/2009:The committee recommended that council authorize the administrator to negotiate and enter into a five-year lease for the property. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Lease agreement for the Lower Richland drop off site

## A. Purpose

County Council is requested to authorize County Administration to negotiate and enter into a 10 year Lease agreement with Hansel Carter for the use of the property located at 10531 Garners Ferry Road. This 1.3 acres of property is the current location of the Lower Richland drop off site.

## B. Background / Discussion

- This is the current location of the Lower Richland drop off facility
- The Lower Richland Drop off site has been located at this site for many years

## C. Financial Impact

Funds for the lease of this property are budgeted yearly and expenditure of these funds does not create an adverse effect on the solid waste budget.

## D. Alternatives

1. Approve lease
2. Locate and purchase of similar type property in the lower Richland area
3. Do not approve

## E. Recommendation

It is recommended that County Council approve the request to allow Administration to negotiate and enter into a 10 year lease agreement with Hansel Carter, owner of the 1.3 acres of property that is the current location of the Lower Richland drop off site.

**Recommended by:**  
Paul F. Alcantar

**Department:**  
Solid Waste

**Date:**  
06/05/2009

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Recommendation contingent upon budget approval

### Legal

Item# 17

Attachment number 1  
Page 1 of 2

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommend that the lease periods be in five year increments, consistent with our procurement code.

**Administration**

Reviewed by: Tony McDonald

Date: 6/16/09

Recommend Approval

Recommend Denial

No Recommendation

Comments: Concur with the County Attorney's comments regarding the term of the lease.



# Richland County Council Request of Action

**Subject**

Request to authorize the Procurement Department to award and enter into a contract with ASI for the transportation of C&D waste materials and other items collected at the Lower Richland Drop-off Site to an approved C&D facility  
**[PAGES 126-127]**

**Notes**

D&S 06/23/2009:The committee recommended that council approve the request to negotiate and award a contract to ASI. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Solid Waste Transportation Contract

## **A. Purpose**

County Council is requested to authorize the Procurement Department to award and enter into a Contract with ASI for the transportation services of C&D waste materials and other items collected at the Lower Richland Drop-off Site to an approved C&D facility.

## **B. Background / Discussion**

- The hauling contract with the current vendor for the county landfill patron area containers and Lower Richland Drop-off Site containers expires July 1, 2009. Richland County does not have the equipment to haul the debris from the sites so services must be procured.
- The request to put the transportation contract out to bid was sent to procurement in October 2008. The proposals have been received and negotiations for best value have been completed with ASI being the successful proposer.

## **C. Financial Impact**

The Solid Waste Division is an enterprise fund. Funds are projected and included with this year's request.

## **D. Alternatives**

1. Approve the request to...authorize the procurement department to award and enter into a contract with ASI for transportation services of C & D materials to a permitted C&D Facility
2. Do not approve and allow to discontinue.

## **E. Recommendation**

It is recommended that Council approve the Procurement Department to award and enter into a contract with ASI for transportation services of C&D materials.

**Recommended by:** Paul Alcantar

**Department:** Solid Waste

**Date:** 06/05/09

## **F. Reviews**

### **Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommendation contingent upon budget approval

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 6/15/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Administration**

Reviewed by: Tony McDonald

Date: 6/16/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

# Richland County Council Request of Action

## **Subject**

An ordinance amending the Richland County Code of Ordinances, Chapter 6, Buildings and building regulations; Article III, Building codes, Section 6-82 (A); so as to adopt the 2006 Edition of the International Residential Code  
**[PAGES 129-132]**

## **Notes**

D&S 06/23/2009: The committee recommended that council give first reading approval to the ordinance. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Adoption of the 2006 edition of the International Residential Code.

### A. Purpose

To adopt the 2006 edition of the International Residential Code as the standard for all residential construction.

### B. Background/Discussion

The Building Codes and Inspections Department is currently enforcing the 2003 International Residential Code for all one- and two-family dwelling structures.

State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina. The Building Codes Council has mandated that the 2006 International Residential Code be adopted by July 1, 2009. In order to be in compliance with the S.C. Building Codes Council's mandate and to ensure that the most current code series is being enforced, the 2006 International Residential Code should be adopted.

In addition, staff recommends that Chapter 1 (Administration) also be adopted.

### C. Financial Impact

There is no financial impact associated with this request.

### D. Alternatives

- 1.) To continue to enforce the outdated 2003 International Residential Code – in violation of the S.C. Building Codes Council's mandate.
- 2.) To amend Section 6-82 (a) of the Richland Council Code of Ordinances to adopt the 2006 International Residential Code.

### E. Recommendation

It is recommended that County Council adopt the 2006 International Residential Code for all one- and two-family construction so that the most current codes can be enforced in Richland County, as well as to ensure compliance with the mandate of the S.C. Building Codes Council.

**Recommended by:** Donny Phipps      **Department:** Building Codes and Inspections      **Date:** 6/1/09

### F. Reviews

#### Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

- Recommend Denial
  - No Recommendation
- Comments:

**Legal**

- Reviewed by: Larry Smith  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
Comments:

**Administration**

- Reviewed by: Sparty Hammett  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation  
Comments:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES, SECTION 6-82 (A); SO AS TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL RESIDENTIAL 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 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; Paragraph (a); is hereby amended to read as follows:

(a) There is hereby adopted by the County Council the 2006 International Residential Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

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 July 1, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 7, 2009 (tentative)  
Public Hearing:  
Second Reading:  
Third Reading:



# Richland County Council Request of Action

## **Subject**

Council Motion (Jackson): An ordinance amending the Richland County Code of Ordinances; Chapter 26, Land development; Section 26-54, Subdivision review and approval; so as to require that the delineation of any and/or all flood lines on plats that are submitted pursuant to this section; and to amend section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to delete specific reference to areas along the Congaree River **[PAGES 134-137]**

## **Notes**

D&S 06/23/2009: The committee recommended that council give first reading approval to the ordinance and refer it to the planning commission for review. The vote in favor was unanimous.

## Richland County Council Request for Action

**Subject:** Ordinance requiring plats to show contour lines of flood areas

### **A. Purpose**

County Council is requested to consider an Ordinance to amend the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-54, Subdivision Review and Approval; so as to require the delineation of any and/or all flood lines on plats that are submitted.

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

Currently, the Land Development Code does not require sketch plans and plats to show contour delineation of any and/or of all flood areas as shown on the County's Flood Insurance Rate maps. As a result, citizens sometimes purchase property without the knowledge that there are potential flood concerns. This results in additional survey expense to the citizen when the County's flood information indicates floodplain is shown on the property during the permitting process.

On May 19, 2009, the following motion was made by Councilman Jackson to address this concern. "An approved subdivision plat by Richland County should not require additional survey or engineering. Once a plat is approved by the County's Planning Department, it is unfair for a citizen who purchase a lot to be told by the County that they are not sure the approved plat is accurate therefore the new owner should spend additional funds proving it's accuracy. Anything approved by this County should be final as the citizens are not experts and looks to the department for professionalism. Plats submitted by engineers and architects bearing their seal is sufficient unless challenged by another registered professional engineer or architect."

An ordinance was drafted to address this change, and is scheduled on the July Planning Commission agenda. A copy of the proposed ordinance is attached for Council's consideration.

### **C. Financial Impact**

No financial impact.

### **D. Alternatives**

1. Approve the amended language to the Land Development Code, and forward it to the Planning Commission for their recommendation.
2. Do not approve and leave existing language "as is".

### **E. Recommendation**

This request is at Council's discretion.

**Recommended by:** Norman Jackson **Department:** County Council **Date:** May 19, 2009

## F. Reviews

### Planning

Reviewed by: Joe Kocy

Date: June 15, 2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: Requiring elevation contours and floodplain delineations on subdivisions provide necessary information to citizens buying property, educating customers on potential problems before they purchase property.

### Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

### Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

### Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SO AS TO REQUIRE THE DELINEATION OF ANY AND/OR ALL FLOOD LINES ON PLATS THAT ARE SUBMITTED PURSUANT TO THIS SECTION; AND TO AMEND SECTION 26-105, FP FLOODPLAIN OVERLAY DISTRICT; SUBSECTION (B), APPLICABILITY/ESTABLISHMENT; SO AS TO DELETE SPECIFIC REFERENCE TO AREAS ALONG THE CONGAREE RIVER.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (b), Processes; is hereby reordered to read as Subsection (c), Processes; and a new subsection (b) shall read as follows:

(b) *Sketch plans and plats to show contour lines of flood areas.* All sketch plans and plats submitted for approval pursuant to this section shall be prepared by a licensed surveyor and shall contain a contour delineation of any and/or all flood areas, as shown on the County's Flood Insurance Rate maps [see Section 26-105 (b)] for each lot indicated on such plat.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-105, FP Floodplain Overlay District; Subsection (b), Applicability/Establishment; is hereby amended to read as follows:

- (b) *Applicability/establishment.* The FP Overlay District shall function as an overlay district providing additional requirements to the regulations of the underlying general use zoning classification(s). It shall be applied to those areas designated on the Federal Emergency Management Agency's Flood Insurance Study, dated February 20, 2002, with accompanying Flood Insurance Rate Maps (FIRM), dated February 20, 2002, as areas of special flood hazard. ~~Provided, however, those base flood elevation determinations that were included in the Federal Emergency Management Agency's Flood Insurance Study, dated July 17, 1995, shall apply along the Congaree River only. Floodplain and floodway boundary determinations along the Congaree River will be based on those boundaries depicted in the FIRM dated February 20, 2002, derived from the Federal Emergency Management Agency's Flood Insurance Study, dated February 20, 2002.~~ In addition to other required development approvals, development applicants subject to the FP Overlay District must also receive a floodplain development permit from the county's flood coordinator. Review of developments subject to these requirements shall be conducted as part of

the review for a grading or land development permit, whichever is applicable.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
**Michelle R. Cannon-Finch**  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

Request to authorize staff to negotiate a contract with the M.B. Kahn Team for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex [PAGES 139-141]

## **Notes**

D&S 06/23/2009:The committee recommended that council authorize staff to negotiate a contract with the M.B. Kahn Team. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Contract Negotiation: Richland County Recreation / Entertainment Complex

### **A. Purpose**

The purpose of this report is to obtain Council's approval to authorize staff to negotiate the contract for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex with the M.B. Kahn Team.

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

The Hospitality Tax Ordinance authorizes the development of a 'recreation facility in northern Richland County' that should attract regional visitors. The site, containing approximately 206 acres, for this facility was purchased on June 15, 2006.

A lengthy process was undertaken to determine appropriate uses for the facility. Regional and county-wide surveys were created, distributed, and analyzed; a financial analysis was completed; and a preliminary master plan, based on the results of the surveys and financial analysis, was created.

After the aforementioned activities were completed, an RFP for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex was created. The RFP, which is the final step towards the creation of the Recreation / Entertainment Complex, stressed the desire for a public-private partnership, as well as bold, innovative, creative ideas that would promote and garner tourism for this proposed project. The RFP stated that the County "envisions a unique, innovative, world-class modern facility that will bring in tourists from across the region, as well as the nation. Richland County would like to be the number one destination point for regional and national tournaments in numerous sports."

Part One of the RFP required submitters to present their Management Summary, Team Experience, and Key Personnel Management and Structure. Part Two of the RFP required submitters to present their Cost and Fee Schedule, their Methodology / Business Plan, and their Work Schedule / Time of Completion.

The following teams submitted proposals:

1. M.B. Kahn Team
2. Kenneth B. Simmons Associates

The evaluation team reviewed the 2 responses. Based upon its proposal, the M.B. Kahn Team was determined to be the most advantageous to the County's needs. Therefore, it is at this time that staff is requesting that Council authorize staff to negotiate the contract for the final

design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex with the M.B. Kahn Team.

### C. Financial Impact

This is a negotiated process. Therefore, the exact financial impact is not available at this time. Staff's negotiations will result in a proposed cost for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex. Once negotiations are complete, staff will bring back the results, including cost, to Council for final review and approval.

### D. Alternatives

1. Authorize staff to negotiate the contract for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex with the M.B. Kahn Team.
2. Direct staff to negotiate the contract with another firm.
3. Do not pursue negotiations for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex at this time.

### E. Recommendation

It is recommended that Council authorize staff to negotiate the contract for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex with the M.B. Kahn Team.

**Recommended by:** Roxanne Matthews    **Department:** Administration    **Date:** 5-7-09

### F. Reviews

#### Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: How funds are appropriated is a policy decision for council. During the current budget process, Council restricted \$5 million of the hospitality tax fund balance to fund a recreation complex therefore those funds are available as long as the project is consistent with the allowable use of hospitality tax dollars. Approval of use of those funds would require a budget amendment. As a reminder, effective July 1, 2009 a portion of the hospitality tax has been suspended for two years reducing the expected recurring revenues to cover existing commitments. Therefore I would



recommend council review an impact analysis prior to any funding in excess of the current restriction.

**Procurement**

Reviewed by: Rodolfo Callwood

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: This is a matter that is within Council's discretion. However, I concur with the Finance Directors comments regarding the funding for this project.

**Administration**

Reviewed by: Roxanne Matthews

Date: May 22, 2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: Staff recommends that Council authorize staff to negotiate the contract for the final design, development, financing, construction, and potential management / operations of the proposed Richland County Recreation / Entertainment Complex with the M.B. Kahn Team. Contract negotiations will yield a project cost, at which time staff will perform a review of the numbers and the potential impact to the hospitality tax fund. The outcome of the contractual negotiations and hospitality tax examination will be reviewed with Council prior to final negotiations.

# Richland County Council Request of Action

**Subject**

Council Motion (Jackson): A resolution to support the naming of a bridge that crosses Cabin Creek along Clarkson Road as the Candacy-Darcel Sanders Crossing Bridge **[PAGES 143-150]**

**Notes**

D&S 06/23/2009: The committee recommended that council adopt the resolution in support of naming the bridge in honor of the Sanders sisters. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Bridge Naming

## A. Purpose

County Council is requested to approve a resolution to support the renaming of a bridge on Clarkson Road that travels over Cabin Creek in memory of Candacy Wyanaica and Darcel Sanders.

## B. Background / Discussion

During the motion period on June 2, 2009, Councilman Norman Jackson referred the attached resolution to the D&S Committee for consideration.

On August 27, 2002 Candacy Wyanaica and Darcel Sanders of Hopkins, South Carolina lost their lives while traveling in the Lower Richland Community. Friends and family members in the Lower Richland community have requested that the sisters be honored in by naming the bridge that crosses Cabin Creek in their honor.

If approved, this resolution would be forwarded to the SC Department of Transportation with council's support of renaming the bridge in the sisters' honor.

## C. Financial Impact

There is no financial impact associated with this request.

## D. Alternatives

1. Approve the resolution and support the renaming of the bridge.
2. Do not approve the resolution in support of renaming the bridge.

## E. Recommendation

This request is at council's discretion.

**Recommended by:**  
Norman Jackson

**Department:**  
County Council

**Date:**  
June 2, 2009

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation  
Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Administration**

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION

A RESOLUTION TO SUPPORT NAMING THE BRIDGE THAT CROSSES CABIN CREEK  
ALONG CLARKSON ROAD THE CANDACY-DARCEL SANDERS CROSSING BRIDGE

WHEREAS, on August 27, 2002 Candacy Wyanaica and Darcel Sanders of Hopkins, South Carolina would lose their lives traveling the familiar road that would lead them home; and

WHEREAS, the family and members in the Lower Richland community would like the sisters honored in their untimely death by naming the bridge crossing Cabin Creek The Candacy-Darcel Sanders Crossing Bridge; and

WHEREAS, it is the desire of the community that in naming the bridge in honor of lives lost too soon that appropriate markers or signs be placed at the bridge containing the names Candacy-Darcel Sanders Crossing Bridge; and

NOW THEREFORE BE IT RESOLVED that Richland County Council pays homage to the lives of Candacy Wyanaica and Darcel Sanders with their support to name the bridge in their honor.

ADOPTED this \_\_\_\_ day of June 2009

\_\_\_\_\_  
Paul Livingston, Chairman  
Richland County Council

ATTEST this \_\_\_\_ day of June 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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A CONCURRENT RESOLUTION

TO REQUEST THAT THE DEPARTMENT OF TRANSPORTATION NAME THE BRIDGE THAT CROSSES CABIN CREEK ALONG CLARKSON ROAD IN RICHLAND COUNTY THE "CANDACY-DARCEL SANDERS CROSSING BRIDGE" AND ERECT APPROPRIATE MARKERS OR SIGNS AT THIS BRIDGE THAT CONTAIN THE WORDS "CANDACY-DARCEL SANDERS CROSSING BRIDGE".

Be it resolved by the House of Representatives, the Senate concurring:

That the Department of Transportation name the bridge that crosses Cabin Creek along Clarkson Road in Richland County the "Candacy-Darcel Sanders Crossing Bridge" and erect appropriate markers or signs at this bridge that contain the words "Candacy-Darcel Sanders Crossing Bridge".

Be it further resolved that a copy of this resolution be forwarded to the Department of Transportation.

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On August 27, 2002, Candancy Wyanaica and Darcel Dawn Sanders were reported missing. On October 27, 2002, two fishermen, Isaiah "Chris" Caldwell and Roosevelt Higgins were fishing from the Cabin Creek Bridge, located on Clarkson Road, Hopkins South Carolina. In the process, the fishermen discovered a car submerged upside down in the water, immediately local authorities were called, and shortly afterward, law enforcement confirmed their findings of the two missing sisters. On November 2, 2002, the Candancy and Darcel Sanders were laid to rest. Therefore, this petition is an official request to rename the Cabin Creek Bridge in honor of Candancy Wyanaica and Darcel Dawn Sanders. The Candancy-Darcel Sanders Crossing Bridge.

Name: address: phone: email:

1. Paula Jordan - Lady 1204 Clarkson RD (803) 717-7910
2. William D. Pichler " " " " 913-1399
3. Shirley J. Pridgen 5630 Bluff Rd. 776-7123/917-5501
4. James Bell 1204 Clarkson Rd 803-397-1096
5. Julia A. Daniels 1908 MLK Blvd Hopkins SC 29061
6. Elaine Daniels 1900 Martin L King Blvd Hopkins SC 29061
7. Eleanor Jordan-Patterson 6727 Bluff Rd. 783-9945
9. Dece D. Sims 6739 Bluff Rd Hopkins SC
10. William J. Sims 6739 Bluff Rd Hopkins SC
11. Helen Bradley 1916 Martin L King Blvd Hopkins 776-2819
12. William F. Robinson 1522 MLK Blvd Hopkins, SC 29061
14. Blair Buford 1327 Clarkson Rd Hopkins, SC 29061-695-2842
15. James Caldwell 2500 Pageant Rd - 783-09
16. Janie Hodson 1539 Clarkson Rd 29061 (783) 0132 Hopkins
17. Hattie M. Dixon 1521 Clarkson Rd Hopkins 783-6447
18. E.L. Dintins 1456 Triner/Venille Rd Hopkins, SC 776-0644
19. Patricia Jackson 1439 Clarkson Rd. 783-1861
20. MARY McEachern 1431 Clarkson Rd. 29061 - 803-926-6233
21. Arlie Williams 1211 Wendell V. Neal Rd
22. Yun Gordon 1553 Clarkson Hopkins, SC 29061 803-785-7191
23. Wilma Hodson 1558 Clark Hopkins 1558 783-217
24. SATRENE RIVERA (1324 Clarkson Rd 803-776-0353
25. Frank A. Bell 101 Wendell V. Neal Rd 803-776-1999

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24 Court, missing number 13. RECEIVED OMBUDSMAN'S OFFICE

On August 27, 2002, Candancy Wyanaica and Darcel Dawn Sanders were reported missing. On October 27, 2002, two fishermen, Isaiah "Chris" Caldwell and Roosevelt Higgins were fishing from the Cabin Creek Bridge, located on Clarkson Road, Hopkins South Carolina. In the process, the fishermen discovered a car submerged upside down in the water, immediately local authorities were called, and shortly afterward, law enforcement confirmed their findings of the two missing sisters. On November 2, 2002, the Candancy and Darcel Sanders were laid to rest. Therefore, this petition is an official request to rename the Cabin Creek Bridge in honor of Candancy Wyanaica and Darcel Dawn Sanders. The Candancy-Darcel Sanders Crossing Bridge.

Name: address: phone: email:

1. Estelle Godson 1437 ZC Clarkson 803-776-7013
2. Karen Rich 101 Acie Ave. 783-0972
3. Julian Davis 1201 Clarkson Rd 776-1644
4. Jacqueline D. Bryant 101 Wendell V. Neal Rd 776-1499
5. Debrae Howell Caster, 116 Santee Loop, Hopkins, S.C. 290
6. Phillip Howell Emon 110 Fernwood Cr Hopkins, SC 290
7. Robert Emon 110 Fernwood Cr Hopkins S.C.
9. Jackie Barden 1443 Clarkson Rd Hopkins, SC
10. Katal Buba 1442 Clarkson Hopkins SC 783-9552
11. Anna Poleson 1314 Clarkson Rd Hopkins, S.C., 29061
12. Pamela Patterson 6727 Bluff Road Hopkins SC 29061 783-9953
14. Ollie D REESE 1022 Crosswats Crk Rd Hopkins SC 29061 783-4116
15. Mary D. Kirkland 1870 Martin L. King Blvd Hopkins SC 29061 (776-5)
16. Andrea Reese 6801 Bluff Rd Hopkins SC 29061 (695-)
17. ANTHONY LINDO 6805 BLUFF RD HOPKINS SC 29061 783-80
18. Mary Lindo 6805 Bluff Rd Hopkins, S.C. 29061
19. Ella Y. Sunter 7104 Bluff Rd Hopkins, SC 29061 (776-)
20. VIVIAN BROWN 1870 Martin L. King Blvd Hopkins SC 29061
21. Leanna B. Wmms 6758 Bluff Rd Hopkins SC 29061
22. ~~Joe Burt~~ 4228 Shorecrest dr Columbia SC 29904 776-7,
23. Branch N. Barker 1215 Clarkson Rd. 29061-776-6107
24. Sylvester Bitting ~~to Bitting~~ 1070 Clarkson Rd 29061
25. Lucile Bitting-1070 Clarkson Rd Hopkins Rd

24 court, crossing number 03  
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 OMBUDSMAN'S OFFICE  
 RICHLAND COUNTY



On August 27, 2002, Candancy Wyanaica and Darcel Dawn Sanders were reported missing. On October 27, 2002, two fishermen, Isaiah "Chris" Caldwell and Roosevelt Higgins were fishing from the Cabin Creek Bridge, located on Clarkson Road, Hopkins South Carolina. In the process, the fishermen discovered a car submerged upside down in the water, immediately local authorities were called, and shortly afterward, law enforcement confirmed their findings of the two missing sisters. On November 2, 2002, the Candancy and Darcel Sanders were laid to rest. Therefore, this petition is an official request to rename the Cabin Creek Bridge in honor of Candancy Wyanaica and Darcel Dawn Sanders. The Candancy-Darcel Sanders Crossing Bridge.

Name: address: phone: email:

1. Cynthia Hunt 307 Brewster 804-5251 [Cynthia@Yahoo.com](mailto:Cynthia@Yahoo.com)
2. Home Worlds - 113 S. PerKim 776-6885
3. Harold Hall 1002 Weston RD 695-9335
4. Jimmie L. Morris 353-2440
5. Pansy Anderson 1024 Elm Ave 771-7850 [pansyhawmce@aol.com](mailto:pansyhawmce@aol.com)
6. James Blount po Box 143 Godsdon SC 2902 353-8019
7. Estelle Blount P.O. Box 143 Godson, S.C. 353-8019
9. Lawrence Myers 7334 Bluff Rd 29061-776312
10. VONTA Smith 220 Smith
11. Thomas Mapp 7332 Bluff Rd 776-3101
12. Mary J. Myers 7332 Bluff Rd Hopkins, SC 29061
14. Dea Felham Myers Dr 7330 Bluff Rd Hopkins SC 29061
15. Medred Myers Same as above
16. Joseph Myers 7318 Bluff Rd Hopkins SC 29061
17. Arthur J. McBeth Jr. 7318 1/2 Bluff Rd. Hopkins, S.C. 29061
18. Christine Myers 7316 Bluff Rd Hopkins SC 29061
19. Betty Myers 1015 Smith Myers Rd Hopkins 29061
20. John Smith Sr. 1072 Dry Branch Road
21. James E. Smith 1072 Dry Branch Road Hopkins, S.C. 29061
22. Justine Smith 1072 Dry Branch Rd Hopkins SC
23. Welton Goodwin 1422 Dry Branch Rd Hopin, S.
24. Bettye Goodwin 1422 Dry Branch Rd Hopin, S.
25. Cagle Paul 7100 Park Ave Hopkins SC 782-7783

24 want, missing name  
 RECEIVED  
 OMBUDSMAN'S OFFICE  
 RICHLAND COUNTY

On August 27, 2002, Candancy Wyanaica and Darcel Dawn Sanders were reported missing. On October 27, 2002, two fishermen, Isaiah "Chris" Caldwell and Roosevelt Higgins were fishing from the Cabin Creek Bridge, located on Clarkson Road, Hopkins South Carolina. In the process, the fishermen discovered a car submerged upside down in the water, immediately local authorities were called, and shortly afterward, law enforcement confirmed their findings of the two missing sisters. On November 2, 2002, the Candancy and Darcel Sanders were laid to rest. Therefore, this petition is an official request to rename the Cabin Creek Bridge in honor of Candancy Wyanaica and Darcel Dawn Sanders. The Candancy-Darcel Sanders Crossing Bridge.

- | Name:                  | address:                     | phone:   | email: |
|------------------------|------------------------------|----------|--------|
| 1. Hollie Wright       | 300 BERTHA AVE               | 758-1275 |        |
| 2. Bull                | 1111 Bull Street             | 799-1010 |        |
| 3. J. Brown            | 1111 Bull Street             | 799-1010 |        |
| 4. J. Fur              | 1111 Bull St                 | 758-1207 |        |
| 5. Theresa Cyle        | "                            | 758-1291 |        |
| 6. JOHN DENISE         | 7891 BROAD RIVER RD IRMO     | 706-4900 |        |
| 7. Rhonda Kow          | PO Box 143, Colo.            | 361-7295 |        |
| 9. NADINE S Taylor     | 3015 Eastway Drive Col/SC    | 29209    |        |
| 10. Mary Rebecca Myers | 1139 Clarkson Rd Hopkins     | 82506    |        |
| 11. Mitchell Williams  | 6135 Clarkson Rd, Hopkins    | SC 2906, |        |
| 12. Pamela S. Jones    | 1119 Clarkson Rd,            |          |        |
| 14. Marcus Adams       | 1655 M. L. King Blvd Hopkins | 29201    |        |
| 15.                    |                              |          |        |
| 16.                    |                              |          |        |
| 17.                    |                              |          |        |
| 18.                    |                              |          |        |
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| 24.                    |                              |          |        |
| 25.                    |                              |          |        |

13 count, missing

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# Richland County Council Request of Action

## **Subject**

Council Motion (Manning): An ordinance to amend the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of tobacco products; In order to establish regulations and requirements relating to designated smoking areas [**PAGES 152-161**]

## **Notes**

D&S 06/23/2009: The committee voted to give first reading approval to the ordinance. The vote in favor was unanimous.

## Richland County Council Item for Information / Discussion

**Subject:** Smoking Ban Ordinance Amendment – Consideration of HVAC Units

### A. Purpose

Council has requested that staff investigate the feasibility of allowing additional or separate HVAC (heating, ventilation, and air conditioning) units to serve as a basis for possible exemption from the Smoking Ban ordinance.

### B. Background / Discussion

A Richland County business owner has expressed an interest in County Council considering amending the Smoking Ban ordinance to allow HVAC units to be considered as cause for exemption from the Smoking Ban. The D&S Committee, at its May meeting, directed staff to explore the feasibility of allowing such an exemption.

Following are staff's findings:

1) The County Council, in its Smoking Ban ordinance, indicated that it has

“now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this Section [the Smoking Ban ordinance].”

Allowing an exemption for HVAC units would be contrary to the expressed intent of County Council in its Smoking Ban ordinance:

- 1) to preserve and improve the health, comfort, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in the workplace, and
- 2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.”

Allowing an exemption for HVAC units would subject employees in businesses with such an exemption to the hazards of secondhand smoke well-documented by

- the US Environmental Protection Agency,
- the US Centers for Disease Control and Prevention,
- the National Toxicology Program's Report on carcinogens,
- the National Cancer Institute, and
- the International Agency for Research and Cancer.

2) Many businesses are currently required to have more than one HVAC unit to provide the necessary airflow for the size and use of the facility. Allowing a business with more than

one HVAC unit to be exempted from the Smoking Ban would substantially increase the number of businesses that would be covered by such an exemption.

- 3) Allowing businesses with more than the required minimum number of HVAC units would add an additional regulatory burden on County staff due to the need to inspect and document whether or not a business meets any HVAC criteria that may be approved by the County Council.
- 4) Due to the way HVAC units operate, having more HVAC units will not remove smoke from the air to prevent the flow of secondhand smoke into the general facility. HVAC units do not improve air quality or remove smoke; only high-tech air filters will remove smoke.
- 5) The only feasible way to allow certain businesses to allow its patrons to smoke and not subject other patrons, not including the employees who would be required to serve the smoking patrons, is to have completely sealed, separate facilities. These separate facilities would have to include separate entrances, restrooms, even separate employee areas, such as kitchens. Having the two facilities share any part of these areas would result in the flow of air between these facilities, bringing secondhand smoke from the smoking area to the nonsmoking area.

### **C. Financial Impact**

A financial impact cannot be determined until further direction is provided by the County Council regarding implementation of any such exemption.

### **D. Alternatives**

1. Amend the Smoking Ban ordinance to exempt businesses with additional or separate HVAC units from the Smoking Ban ordinance, thus allowing patrons within certain businesses to smoke within the facility.
2. Do not amend the Smoking Ban ordinance.

### **E. Recommendation**

Referred by the D&S Committee.

### **F. Reviews**

#### **Building Codes & Inspections**

Reviewed by: Donny Phipps

Date: 6/10/2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: (Per Joe Webb: The '06 International Mechanical Code does not allow the transfer of air from indoor smoking rooms, Sec. 403.2.1 (3) states, in part, "recirculation from such spaces shall be prohibited. All air supplied to such spaces shall be

exhausted..." Based on this and the requirements of other building codes, here, in my opinion, are the minimum requirements for indoor smoking rooms based on the current ordinance and building codes.

1. The enclosure would have to be floor to ceiling. Depending on the type ceiling in existing establishments, a smoke proof ceiling may have to be installed.

2. There would have to be an entrance and exit independent of the rest of the building, to prevent smoke from entering the parts of the building that are not part of the smoking room. This would either require an engineered airlock or separate exterior doors.

3. A separate heating and cooling system that pulls air from, and exhausts air to, the outside. It would have to meet all normal requirements of HVAC installations as well, relative to sizing, vent locations and installation.

4. Restrooms will have to be provided, and they must meet the requirements of the '06 International Plumbing Code as well as the handicap accessibility requirements of the '03 ANSI A117.1. Depending on travel distance, it is possible that smokers could exit the smoking room, re-enter the establishment, and use the existing facilities.

5. Service. While it would be possible to design and airlock serving window, the real world requirements of customer service would almost assuredly require the staff to come into contact with smoke. Since this would defeat the purpose of a smoking room, perhaps the county attorney should be contacted about possible ramifications of service staff coming in contact with smokers. And then there's the problem of customers paying their bills, can't put staff in to accept payment, and with an exit to the outside, the owners may have some issues getting payment.

6. If sprinklers are required for the other portions of the building, they would be required in the smoking rooms as well.

7. All normal requirements for seating, service counter height, tables etc. would have to meet handicap accessibility requirements per '03 ANSI A117.1.

As is evident, a smoking room would be an involved design. In almost all cases, requiring signed and sealed plans from S. C. registered architects and engineers, and reviewed and approved by the plans review section of the Building Inspections Department.

#### **Business Service Center**

Reviewed by: Pam Davis

Date: 06/17/09

Recommend Approval

Recommend Denial

No Recommendation

Comments: This exemption would require a greater degree of coordination between the business license inspectors and the Planning Department to determine which businesses are exempted from the smoking ban and which are not. While this is not a problem, it

Item# 23

Attachment number 1  
Page 3 of 10

would result in less time spent by the inspectors in the revenue-generating activity of inspecting businesses for business licenses, Hospitality Taxes, and other county requirements.

**Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: This is a policy decision. As suggested in the financial impact section, we would recommend a financial impact review once further direction is determined.

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion

**Administration**

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: This is a policy decision. Joe Webb's comments (under Building Codes and Inspections) address the building code requirements that would need to be addressed.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE TO AMEND THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-6, SMOKING OF TOBACCO PRODUCTS; IN ORDER TO ESTABLISH REGULATIONS AND REQUIREMENTS RELATING TO DESIGNATED SMOKING AREAS.

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 Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of tobacco products; is hereby amended to read as follows:

**Section 18-6. Smoking of tobacco products.**

(a) Findings. As an incident to the adoption of this Section, the County Council ("County Council") of the County of Richland, South Carolina (the "County") makes the following findings:

- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
- (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on carcinogens, National Cancer Institute, and the International Agency for Research and cancer have all reported that secondhand smoke is a group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
- (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
- ~~(4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and~~
- (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
- (6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome (SIDS); and



- (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
- (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
- (9) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the unincorporated areas of Richland County; and
- (10) There are laws, ordinances, and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes County-owned buildings) except where the owner of such building shall designate smoking areas;

County Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this Section.

(b) Intent. County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, and environment of the people of the unincorporated areas of the County by limiting involuntary exposure to secondhand smoke in the workplace; and 2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

(c) Definitions.

- (1) "Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and/or a person who volunteers his or her services for a non-profit entity.
- (2) "Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager,

supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs one (1) or more persons.

- (3) "Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.
- (4) "Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
- (5) "Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.
- (6) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (7) "Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.
- (8) "Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys.
- (9) "Work space" or "work spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas, common areas, hallways, waiting areas, restrooms, lounges, and eating areas.

(10) "Designated Smoking Area" means an area of a workplace or work space which is separate and distinct from other areas and in which smoking of tobacco products is permitted.

(d) Prohibition of Smoking in the Workplace.

- (1) All employers shall provide a smoke-free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space or workplace that is not a Designated Smoking Area from smoking tobacco products therein.

(2) No person shall smoke or possess a lighted tobacco product in any work space or workplace that is not a Designated Smoking Area.

(e) Exceptions. Notwithstanding the provisions of subsection (d) herein, smoking may be permitted in the following places under the following circumstances:

(1) Private residences;

(2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Section. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;

(3) Retail tobacco stores as defined herein; and

(4) Religious ceremonies where smoking is part of the ritual.

(5) Designated Smoking Area. An employer which desires to operate a portion of its workplace or work space as an area within which smoking is permitted, may apply to the Richland County Business Service Center for a Designated Smoking Area, certify compliance with air quality standards of \_\_\_\_\_, and provide a certification by a licensed HVAC provider that the air handling equipment is in good working order. The Designated Smoking Area and non-smoking areas shall be separate and have a separate HVAC air quality systems, and notice of permitted smoking within that space shall be prominently displayed at every entrance. The business shall have in effect employee applications advising prospective employees of the fact of their employment environment as smoking or non-smoking, and receive from such employee at the time of employment an acknowledgement of agreement to work in a Designated Smoking Area. No employee shall be required to work in a Designated Smoking Area on even a temporary or substitute basis unless such employee shall have executed a required acknowledgement of waiver of objection to employment in the Designated Smoking Area. Such acknowledgement shall be kept on file on the workplace at all times and be available. A violation of this subpart shall constitute a violation of this ordinance punishable under subsection (h)(3).

(f) Posting of Signs. The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking. If a Designated Smoking Area has been established, the owner, manager or person in control of a Workplace shall

post a conspicuous sign at every entrance of the Designated Smoking Area denoting it as a Designated Smoking Area.

(g) Reasonable Distance. Smoking outside a Workplace, and any other indoor area where smoking is prohibited, shall be permitted, provided that tobacco smoke does not enter any Work Spaces and/or Workplaces through entrances, windows, ventilation systems, or other means.

(h) Jurisdiction, Enforcement and Penalties.

1) A person who owns, manages, operates, or otherwise controls a Workplace or Work Space and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.

2) A person smoking or possessing a lighted tobacco product in any Work Space or Workplace, which is not a Designated Smoking Area, shall be guilty of an infraction.

3) An infraction is punishable by a fine of twenty-five (\$25) dollars. Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public nuisance.

(i) Governmental Agency Cooperation. The County Administrator shall appropriately request other governmental and educational agencies having facilities with the unincorporated areas of the County to establish local operating procedures in cooperation and compliance with this Section. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

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 October 1, 2008.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_

Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Request to approve the renewal of a contract with Iron Mountain, Inc. for records storage and management services  
**[PAGES 163-164]**

**Notes**

A&F 06/23/2009:The committee recommended that council approve the contract renewal with IronMountain.  
The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Service Contract Renewal Iron Mountain, Inc.

### **A. Purpose**

County Council is requested to approve the renewal of a five-year contract with Iron Mountain, Inc. It is proposed that this contract be awarded under the SC State Contract, renewable annually for a period of up to five years. A total of \$123,591.00 has been budgeted in FY 2010 for the purpose of providing records storage and related records management services to Richland County offices in the upcoming year.

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

- Iron Mountain has provided off-site records storage and related services for Richland county government for the past five years. Our current contract will expire on July 1, 2009. This request is to continue using their services under the terms of their current State contract # 07-S7521.
- This contract will allow us to store approximately 42,000 cubic feet of county record at \$.18 per cubic foot per month. This reflects an increase of \$.02 per cubic foot from our previous contract. Other service charges have increased as well under State Contract but are normal adjustments for the company to maintain their level of service.
- Council approved the initial contract with Iron Mountain to replace our former vendor Consolidated Services five years ago and Iron Mountain has provided good service during the current contract period.

### **C. Financial Impact**

Funds were approved in the FY 2010 budget in the amount of \$123,591.00 in Register of Deeds budget 1830.5226, Service Contracts. The total cost of the contract for FY 2010 and future years will depend on the quantity of services provided (including storage, retrieval, transportation, etc.) during each fiscal year.

### **D. Alternatives**

1. Approve the request to renew the contract with Iron Mountain, Inc. to insure that County Offices have uninterrupted, secure, offsite storage and associated services for county documents and records.
2. Do not approve the request. The County will have to assume the expense of moving 42,000 cubic feet of records to a new off-site storage facility.

### **E. Recommendation**

It is recommended that Council approve the request to renew the contract with Iron Mountain under the State Contract.

**Recommended by:** Richard W. Rodden    **Department:** Register of Deeds    **Date:** 6/9/2009

**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Contingent upon final approval of FY10 budget.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 6/15/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Administration**

Reviewed by: Joe Cronin

Date: 6/19/2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: Funds are available in the FY10 Budget. Therefore, it is recommend that council approve the renewal of a records management and storage contract with Iron Mountain under the state contract.



# Richland County Council Request of Action

**Subject**

Request to approve a contract with FleetCor Technologies to provide and maintain the County's Fleet Fuel Card program for the purchase of gasoline, diesel and other designated fuels **[PAGES 166-168]**

**Notes**

A&F 06/23/2009: The committee recommended that council approve the contract with FleetCor. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Fleet Fuel Card Services

## **A. Purpose**

The County Council is requested to approve the award a contract to Fleetcor Technologies to provide and maintain the County's Fleet Fuel Card program for the purchase of gasoline, diesel and other designated fuels at contractor-owned, third party service, and card-lock stations. The program will serve vehicles within the Richland County fleet.

## **B. Background / Discussion**

A request for proposal (RFP) was issued for the Fleet Fuel Card Services initially eleven companies inquired and FleetCor (formerly Fuelman) was the only company to respond. The RFP was issued in August of 2008 for fuel card services and fuel dispensing and management system for our above and below ground fuel dispensers; the RFP had to be amended to request fuel card services only because we were unable to find a company that could provide us exactly what we need for the fuel dispensing and management system.

FleetCor have been the fuel card service provider to Richland County for the last ten years; this action is requested because the current contract will expire on June 30<sup>th</sup>. FleetCor are one of the largest providers of the requested service in the country, counting many other state/municipal governments among their customers; their experience with the County affords them an excellent understanding of the scope of service and the requirements. Their response addresses our needs expressed in the RFP.

FleetCor will provide "Public Sector" cards to the County for use at all accepting fuel sites, currently numbering approximately one hundred throughout the County. They are also accepted throughout the state of South Carolina and the southeast United States. Fuel information will be tracked to the user level, with reports available on a daily basis. Invoicing will be done weekly, with billing information detail by department. The addition of a local representative will allow FleetCor to provide additional training as needed, and improve communications and customer service to the County. Moving forward, FleetCor may be able to help manage the County sites, as well.

The cost of fuel will be based on Real-Time Retail Oil Price Information Service (OPIS) Branded Average Rack Price at Augusta Terminal. Prices will be adjusted on a weekly basis as the OPIS price changes to reflect oil market conditions. The County will have to pay South Carolina and Federal taxes at approximately .30 cents per gallon on all fuel. We have estimated that the County will save at the pump on unleaded fuel approximately between .07 cents and .08 cents and on diesel approximately .05 cents to .06 cents when utilizing the fuel card.

The proposal was evaluated by the Fleet Manager, Accounts Payable and Procurement

## **C. Financial Impact**

Funds required for this contract is budgeted as a line item in each department budget (commodity 5216, Petroleum, Oil, and Lubricants) for vehicles requiring this type of service.

#### **D. Alternatives**

There are two alternatives available to the Council:

1. Approve the request to award the County Fleet Fuel Card contract to FleetCor Technologies. The award would be for one year renewable annually not to exceed five years as agreed on by both parties; this will allow the County users, particularly the Public Safety Departments, to continue to fuel their units using the system already in place, with improved customer service.
2. Do not approve the request to award the County Fleet Fuel Card contract to FleetCor Technologies. This could restrict the movement and leave the County users without access to a fuel card and diminish ability to travel throughout the entire County and without a suitable alternative available at this time.

#### **E. Recommendation**

It is recommended that County Council approve the request to award a contract to FleetCor Technologies to provide and maintain the County's Fleet Fuel Card program.

**Recommended by:** Rodolfo Callwood    **Department:** Procurement    **Date:** June 9, 2009

#### **F. Reviews**

##### **Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommendation contingent upon budgeted appropriation

##### **Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

##### **Administration**

Reviewed by: Tony McDonald

Date: 6/16/09

Recommend Approval

Recommend Denial

No Recommendation  
Comments:

# Richland County Council Request of Action

**Subject**

Request to award a contract to the Dennis Corporation for construction management services related to the renovation and construction at the Township Auditorium **[PAGES 170-171]**

**Notes**

A&F 06/23/2009:The committee recommended that council approve the contract with the Dennis Corporation. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Construction Manager Services

## **A. Purpose**

The County Council is requested to approve the award of a contract to Dennis Corporation to provide construction management services for the new construction and renovation project at the Township Auditorium.

## **B. Background / Discussion**

Request for proposal RC-000-P-0708 for Construction Manager Services for the renovation and new construction at the Township Auditorium was issued on June 5, 2008; the eight proposals submitted were evaluated by an assigned team composed of two members of the Township Auditorium Board and three County employees. The companies who submitted a proposal are as shown below:

- Bethel Construction Management
- Dennis Corporation;
- DESA Inc.
- GMK CONSTRUCTION SERVICES
- Heery International, PC
- MB Kahn, Construction;
- Mashburn Construction/ Christman;
- Southern Management Group

There was a written evaluation of which a presentation was conducted by the top two evaluated companies; after the presentation it was determined that the Dennis Corporation was most advantageous to the County needs.

The Dennis Corporation demonstrated that they held in-house skills to perform all the requirements to perform the responsibilities outlined in the County request; they are certified in chapter 1 and 17 for all special tests required to be completed by the owner. Their offer includes a fulltime onsite manager and a commitment to provide 15% Disadvantage Business Enterprises.

Dennis Corporation's pricing is the most aggressive, clear, inclusive, fair and advantageous to the County; their cost proposal provides the required services as stipulated.

## **C. Financial Impact**

The Township Auditorium has approximately \$2.5 million remaining after construction cost with contingency; the award to Dennis Corporation will not be more than 2.3 percent of the present total construction cost of approximately \$7.5 million or 1.5 percent of the budgeted \$11 million of the project after professional service cost.

## D. Alternatives

1. Approve the request to award a contract to Dennis Corporation to provide construction management for the renovation and new construction at the Township Auditorium.
2. Do not approve and the County will have to hire someone with experience and knowledge to provide the extensive required services of coordination, communication, price and cost analysis; scheduling, coordinate the numerous request for information (RFI'S), interpretation and clarification; to review and make recommendations on change orders and pay request; to attend the weekly meetings and coordinate between the Architect of record, the General Contractor and the County. The County presently does not have the human resources that it takes to provide construction management.

## E. Recommendation

It's recommended that Council approve the request to award a contract for construction manager services to Dennis Corporation to allow them to assist the County in insuring the project is within budget and on time.

**Recommended by:** Rodolfo Callwood      **Department:** Procurement      **Date:** 6/09/09

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 6/15/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

### Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommend approval based upon Procurements position as outlined in the ROA.

### Administration

Reviewed by: Tony McDonald

Date: 6/16/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

# Richland County Council Request of Action

**Subject**

A resolution to reaffirm the Richland County Emergency Planning Zone (EPZ) for two new power plants to be built at the V.S. Summer Nuclear Station in Fairfield County [**PAGES 173-177**]

**Notes**

A&F 06/23/2009: The committee recommended that council adopt the resolution. The vote in favor was unanimous.



# Richland County Council Request of Action

**Subject:** Emergency Planning Zone Resolution

## **A. Purpose**

The purpose of this report is to obtain Council approval for a resolution establishing the V.C. Summer Nuclear Plant Site Emergency Planning Zone. It is necessary to reaffirm the Richland County Emergency Planning Zone (EPZ) for two new power plants.

## **A. Background / Discussion**

The Emergency Services Department - Emergency Management Division, constantly plans for emergencies at the V.C. Summer Nuclear Power Plant. The Emergency Planning Zone (EPZ) for the plant extends into Richland County. Richland County's emergency operations plan for the plant and EPZ area includes alerting residents, coordinating an evacuation, monitoring the residents at our reception center for contamination and decontaminating those that may be contaminated. It also includes checking vehicles for potential contamination, processing the victims and providing long term shelter if needed. The current power plant sits on a multi-acre site which will be used to build the two new plants. The attached council resolution establishes the EPZ for the new sites. Because the new plants will be located on the existing site, Richland County's EPZ should remain the same.

## **B. Financial Impact**

There is no change in the financial impact for this item. Richland County Emergency Services currently must plan, prepare, train, and practice for potential plant emergencies. These efforts will be maintained.

## **C. Alternatives**

1. Approve the resolution for the EPZ.
2. Recommend an expanded EPZ.
3. Do not approve the resolution verifying the established EPZ.

## **D. Recommendation**

It is recommended that Council approve the resolution to maintain the existing EPZ for the new power plants at the V.C. Summer site.

**Recommended by:** Michael A. Byrd    **Department:** Emergency Services    **Date:** June 9, 2009

## **F. Reviews**

### **Finance**

Reviewed by: Daniel Driggers

Date:

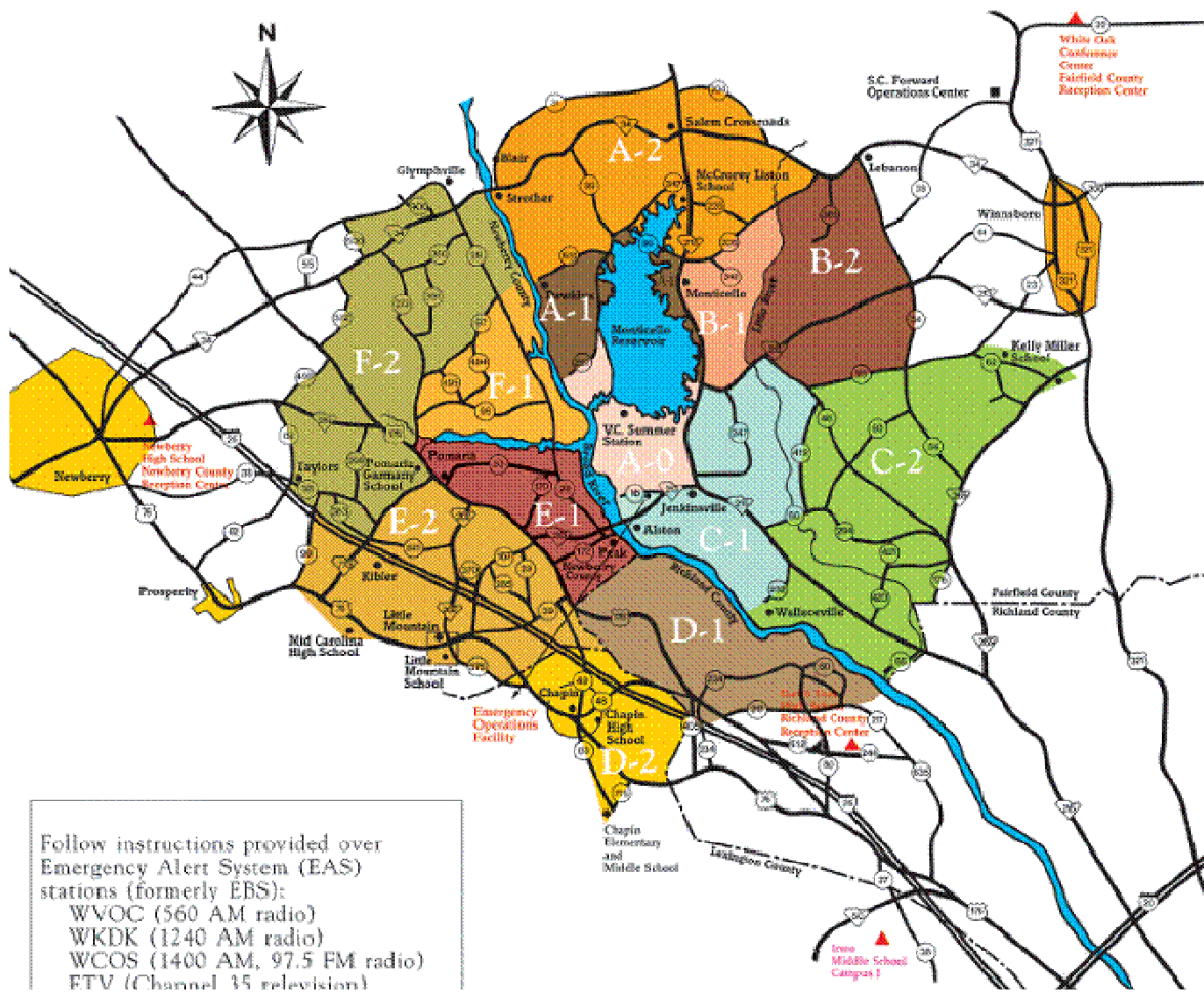
- Recommend Approval
  - Recommend Denial
  - No Recommendation
- Comments:

**Legal**

- Reviewed by: Larry Smith  
Date:  
 Recommend Approval  
 Recommend Denial  
 No Recommendation
- Comments:

**Administration**

- Reviewed by: Tony McDonald  
Date: 6/16/09  
 Recommend Approval  
 Recommend Denial  
 No Recommendation
- Comments:



Follow instructions provided over  
 Emergency Alert System (EAS)  
 stations (formerly EBS):  
 WVOC (560 AM radio)  
 WKDK (1240 AM radio)  
 WCOS (1400 AM, 97.5 FM radio)  
 FTV (Channel 35 television)



Adopted in meeting duly assembled on this \_\_\_\_ day of June 2009.

---

Paul Livingston, Chair  
Richland County Council

ATTEST this \_\_\_\_ day of \_\_\_\_\_, 2009

---

Michielle R. Cannon-Finch  
Clerk of Council

# Richland County Council Request of Action

## **Subject**

An ordinance authorizing the issuance and sale of not to exceed \$9,000,000 General Obligation Bonds, Series 2009A, or such other appropriate series designation, of Richland County, South Carolina; Authorizing the bonds to be issued as Build America Bonds, if appropriate; 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 **[PAGES 179-182]**

## **Notes**

A&F 06/23/2009:The committee recommended that council give first reading approval to the ordinance. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Sheriff Vehicles / Public Safety Building / Capital Projects

### **A. Purpose**

The purpose of this request is to ask the Administration & Finance Committee to make a recommendation to County Council to enact an ordinance authorizing the issuance of not to exceed \$9,000,000 general obligation bonds for the purchase of vehicles for use by the Sheriff's Department for fiscal year 2009-2010; to fund constructing and equipping a public safety building, and to fund other capital projects. The bond proceeds will also be used to fund a conversion to digital radios.

### **B. Discussion**

The projects funded as follows:

\$2.0m Sheriff Vehicles - Beginning in 2003, the County has followed a plan of issuing general obligation bonds on an annual basis to fund the acquisition of 80 replacement vehicles for use by the Sheriff's Department. At this time, it is appropriate to implement the plan for issuing bonds to purchase the vehicles for the 2009-2010 fiscal year.

\$1.6m Public Safety facility – In 2007 Council approved a capital improvement plan to move leased County public safety facilities to owned properties. This will be the second issue in the plan.

\$1.5m for other capital replacement items – This portion funds the replacement of operating capital items up to an amount equal to the prepayment for the joint Animal Shelter project with the City of Columbia.

\$3.8m for radio conversion project – The total project is \$5.5 million but only \$3.8 will be borrowed funds. Annual debt service payment will be made using \$1.0m per year from the capital replacement millage.

The Ordinance will authorize the Bonds to be offered for sale as traditional tax-exempt bonds of as Build America Bonds.

The American Recovery and Reinvestment Act of 2009 permits any governmental issuer to issue any tax-exempt bond as a taxable bond, otherwise known as "Build America Bonds" or "BABs." BABs must comply with all requirements applicable to the issuance of tax-exempt governmental bonds. The BABs would have higher interest rates than corresponding tax-exempt bonds but provide tax credits equal to 35% of the annual interest payments on the BABs. The BABs may either be issued so that the bondholder may claim the tax credit or the issuer may receive a direct payment rebate from the Federal government.

Recently, the number of investors/purchasers for BABs has expanded beyond those which have historically purchased tax-exempt municipal debt. Additionally, the market continues to evolve with terms and conditions which are more closely related to traditional tax-exempt bonds which are

important to municipal issuers. The result has been to make BABs more attractive to both issuers and investors/purchasers by offering a better product for all parties.

The recommended process would be to competitively offer the bonds as traditional tax-exempt debt and as BABs to allow flexibility in achieving the lowest cost of borrowing. On the date of sale, a determination would be made as to the most economically advantageous form of debt for the County.

### C. Financial Impact

The amount needed for annual debt service will need to be appropriated in the applicable fiscal year's debt service budget. Based on debt service estimates, the debt service payments for the sheriff's vehicles, the public safety building and the capital projects will require a millage increase of not to exceed .4 mills. This increase may be less once the value of a mill is determined in the fall of 2009. The funding of the conversion to digital radios will be from a separate source of revenue.

### D. Alternatives

1. Approve the request to issue the bonds.
2. Do not approve the request, in which case an alternative method of funding must be identified.

### E. Recommendation

It is recommended the Council approve alternative one

**Recommended by:** Daniel Driggers      **Department:** Finance      **Date:** May 26, 2009

### F. Reviews

#### Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

#### Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:



**Administration**

Reviewed by: Tony McDonald

Date: 6/19/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION BONDS, SERIES 2009A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; AUTHORIZING THE BONDS TO BE ISSUED AS BUILD AMERICA BONDS, IF APPROPRIATE; 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.

# Richland County Council Request of Action

## **Subject**

A resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended [**PAGES 184-188**]

## **Notes**

A&F 06/23/2009:The committee recommended that council vote to authorize a public hearing, as required by statute on July 21<sup>st</sup> and to approve the resolution after the public hearing. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Palmetto Health JEDA Bond Issuance

## **A. Purpose**

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with JEDA’s issuance of not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, to benefit Palmetto Health. County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

## **B. Background / Discussion**

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs to reduce the cost of capital to business enterprises meeting the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina. The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located.

Palmetto Health is a nonprofit corporation (the “Corporation”) which leases and operates Palmetto Health Richland, Palmetto Health Baptist Columbia (both located in Richland County), and Palmetto Health Baptist Easley (located in Pickens County) as unincorporated divisions of the Corporation. Richland County and Pickens County are herein collectively referred to as the “Counties”. The Corporation also employs practicing physicians and owns or operates numerous other facilities offering preventive, ambulatory, specialty, home care, secondary, tertiary, and hospice services. The Corporation serves approximately 825,000 residents in and around Richland County and approximately 116,000 residents in Pickens County in northwestern South Carolina.

The Corporation has requested that JEDA issue its economic development revenue bonds in the aggregate principal amount of not exceeding \$150,000,000 and to lend the proceeds of the sale of such bonds to the Corporation (i) to refund the \$105,000,000 South Carolina Jobs-Economic Development Authority Variable Rate Hospital Refunding Revenue Bonds (Palmetto Health Alliance) Series 2003B (the “Prior Bonds”) previously issued to finance and refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the Counties, (ii) to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (the “Project”), (iii) to fund a debt service reserve fund if deemed necessary or advisable by JEDA or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable

by JEDA or the Corporation, (v) to provide working capital, if deemed necessary or advisable by JEDA or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds.

The Corporation anticipates that the assistance of JEDA through the issuance of the bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the maintenance of permanent employment in the Counties and adjacent areas for approximately 7,879 people and will stimulate the economy of the Counties and surrounding areas by increased payrolls, capital investment and tax revenues.

A draft resolution in support of the Project is submitted with this request for action.

### **C. Financial Impact**

No funds from Richland County are requested. There will be no pledge of the credit of Richland County, JEDA or any other governmental entity with respect to the bonds.

### **D. Alternatives**

1. Approve Richland County's support of the issuance of bonds by JEDA for the benefit of Palmetto Health, and authorize a public hearing to be held on July 21, 2009, both as required by the Enabling Act.
2. Do not approve Richland County's support of the issuance of bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.

### **E. Recommendation**

It is recommended that County Council support the issuance of bonds by JEDA for the benefit of Palmetto Health and authorize a public hearing to be held on July 21, 2009.

**Recommended by:** Lynn L. Coe, Jones Day, Bond Counsel

**Date:** 06/09/09

### **F. Reviews**

#### **Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

#### **Legal**

Reviewed by: Larry Smith

Date:

- Recommend Approval
  - Recommend Denial
  - No Recommendation
- Comments:

**Administration**

Reviewed by: Tony McDonald

Date: 6/16/09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Approval does not obligate the County in any way from a financial perspective.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL

**A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT EXCEEDING \$150,000,000 HOSPITAL REFUNDING AND IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

**WHEREAS**, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

**WHEREAS**, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

**WHEREAS**, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Richland County, South Carolina (the “County”) as may be required by law, to issue not exceeding \$150,000,000 aggregate principal amount of its Hospital Refunding and Improvement Revenue Bonds (Palmetto Health), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund the \$105,000,000 South Carolina Jobs-Economic Development Authority Variable Rate Hospital Refunding Revenue Bonds (Palmetto Health Alliance) Series 2003B (the “Prior Bonds”) previously issued to finance and refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the County and Pickens County, South Carolina (collectively, the “Counties”), (ii) to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in the County (together with the refunding of the Prior Bonds, the “Project”), (iii) to fund a debt service reserve fund if deemed necessary or advisable by the Authority or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (v) to provide working capital, if deemed necessary or advisable by the Authority or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination

payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof; and

**WHEREAS**, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the maintenance of permanent employment in the Counties and adjacent areas for approximately 7,879 people, and will stimulate the economy of the Counties and surrounding areas by increased payrolls, capital investment and tax revenues; and

**WHEREAS**, the County Council of the County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

**NOW THEREFORE, BE IT RESOLVED** by the County Council of Richland County, South Carolina, as follows:

**SECTION 1.** As required by the Act, it is hereby found, determined and declared that (a) the Project will subserve the purposes of 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 provided locally; (c) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Project is not exceeding \$150,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the Project and carry all proper insurance with respect thereto.

**SECTION 2.** The County Council supports the Authority in its determination to issue the Bonds to finance the Project.

**SECTION 3.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 21st day of July, 2009.

---

Paul Livingston, Chair  
Richland County Council

(SEAL)

Attest: \_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk to County Council



# Richland County Council Request of Action

**Subject**

Purchase offer for property owned by Richland County [RECOMMENDATION TO DENY]

**Notes**

A&F 06/23/2009:The committee recommended that council deny the offer to purchase county-owned property. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject**

Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions **[PAGES 191-194]**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SO AS TO CREATE A NEW SECTION THAT WOULD ALLOW OFF-PREMISE WEEKEND DIRECTIONAL SIGNS UNDER CERTAIN CONDITIONS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definition:

*Sign, off-premises weekend directional.* An off-premise sign not greater than twenty-four (24) inches by twenty-four (24) inches in total size and placed only on the weekend, the purpose of which is limited exclusively to the identification of a use or occupancy located elsewhere and which tells the location of or route to such use or occupancy.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (b), General Standards; Paragraph (2), Standards Applicable to All Permitted Signs; Subparagraph a, Location; is hereby amended to read as follows:

- a. *Location.* Signs shall be located outside of the road right-of-way, behind sidewalk areas, outside of the sight visibility triangle, and no closer than five (5) feet to the front property line; provided, however, off-premises weekend directional signs may be located in a county road right-of-way.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; is hereby amended to create a new subsection to read as follows:

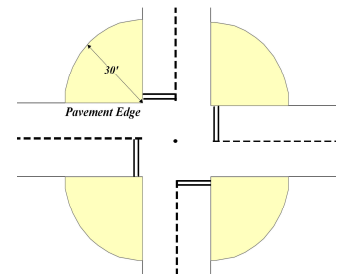
(q) *Off-premises weekend directional signs.*

- (1) Off-premises weekend directional signs are permitted in all zoning districts, with the following restrictions:

- a. A permit and identification sticker must be obtained from the Planning Department for each sign proposed to be erected; and a permit fee/sticker fee of five (\$5.00) dollars per sign, must be paid. Each permit shall be valid for one (1) year from the date of issuance.

# DRAFT

1. The identification sticker must be affixed to the face of the sign, and will identify the permit number and the date of permit expiration.
2. Permits shall only be issued to and held in the name of the:
  - [a] Sign company erecting the sign;
  - [b] Business owner associated with or identified on the sign; or
  - [c] Real estate broker or agent.
- b. The sign area shall not exceed twenty-four (24) inches by twenty-four (24) inches.
- c. A sign shall include no more than three (3) lines of text and a business or company logo, and must include a directional arrow symbol.
- d. Sign height shall not exceed three (3) feet above adjacent grade.
- e. Signs may be placed along county roads in the right-of-way or on private property; provided, however, signs shall not obstruct visibility at any intersection location, nor shall the sign be erected within thirty (30) feet of an intersection (see example at right), nor shall more than two (2) signs per permit holder be allowed at an intersection.
- f. Prior to placing a sign on private property, written consent must be obtained from the property owner(s).
- g. No sign shall be erected on or abutting a road owned and maintained by the state of South Carolina unless specifically allowed by the South Carolina Department of Transportation.
- h. Signs shall be placed at least three (3) feet from the edge of the road pavement.
- i. Signs shall be placed no closer than one-quarter (1/4) of a mile (i.e. 1,320 feet) to another sign giving directions to the same location, unless the sign is placed near an intersection to show that a left or right turn is needed.



# DRAFT

j. No sign permitted in this subsection shall be erected more than one (1) mile from: 1) the site for which directions are being provided or 2) the nearest SCDOT classified collector or arterial road.

k. Signs shall not be erected before 5:00 p.m. on Friday evening and shall be completely removed by 11:59 p.m. on Sunday.

l. If a sign is damaged or faded, the permit holder may bring in the damaged sign (with permit) and obtain a replacement sticker at no additional cost.

(2) Violations. Signs found in violation of these provisions shall be subject to immediate removal. Such signs shall be impounded for a period of ten (10) business days, and if not claimed within that period of time, the sign shall be discarded. In addition:

1. For a first offense, the permit holder (or the offending individual, company, or corporation, if the sign did not have a permit) shall be notified of the violation and given a warning.

2. For a second offense, the existing permit shall be revoked and a new permit must be obtained and a new fee paid. If the sign did not have a permit, a second or subsequent offense shall subject the offending individual, company, or corporation to the penalty provisions of Section 26-272.

3. A third offense shall result in the permit holder being barred from erecting any weekend directional off-premises signs for a period of time at the discretion of the zoning administrator, but such time shall not exceed six (6) months.

4. A permit holder who commits a fourth or subsequent offense shall be subject to the penalty provisions of Section 26-272.

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

SECTION VI. Effective Date. This ordinance shall be effective from and after *July 21, 2009*, and shall automatically expire on *July 21, 2010*; provided, however, this ordinance may be

# DRAFT

amended by County Council to make the regulations herein permanent at any time prior to the expiration hereof.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 23, 2009  
First Reading: June 23, 2009  
Second Reading: July 7, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Request to consider salary adjustments and amendments to existing county policies and procedures for the following elected and appointed positions: **[PAGES 196-213]**

- a) Columbia Magistrate
- b) Treasurer
- c) Board of Voter Registration

## **Notes**

A&F 06/23/2009: The committee divided the question and made the following recommendations:

- a) Columbia Magistrate – The committee recommended that council communicate with the Columbia magistrate regarding the status of the existing appeal.
- b) Treasurer – The committee voted to forward this request to the full council without a recommendation.
- c) Board of Voter Registration – The committee recommended that council authorize a classification and compensation evaluation of the Board of Voter Registration positions, and to consider amending the existing policy to authorize a 2.5% increase with each reappointment.

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

**Subject:** Magistrate, Treasurer, and Voter Registration Salary Questions or Requests

### **A. Purpose**

- Magistrate Hudnell – Amend County Magistrate Pay Plan to enable Magistrate Hudnell to be paid at the same rate as other Richland County Magistrates with the same years of service since appointment, without consideration to education.
- Treasurer David Adams – County Council give consideration to the salary of the Tax Collector and Treasurer in Greenville County and Charleston County to make a decision on whether to increase salary of Richland County Treasurer David Adams.
- Voter Registration Chair Lillian McBride and Voter Registration Board Members – Request from Voter Registration Chair is to review Chair and Board Members positions and bring salary up to fair market value.

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

➤ **Magistrate – Clevette Hudnell**

Richland County has adopted a Pay Plan for Magistrates and The State of SC annually publishes a pay schedule for Magistrates. Both the Richland County and the State of SC plan outline minimum salary based on education and tenure as a Magistrate. In order to comply with both the Richland County Magistrate Pay Plan and the State of SC Magistrate Pay Plan, annually Human Resources prepares a chart that includes each Richland County Magistrate, their date appointment as Magistrate, current salary, new pay rate under State of SC Magistrate Pay Plan, and new pay rate under Richland County Magistrate Pay Plan. Human Resources then proposes the higher pay rate of the two plans for each respective Magistrate based on their qualifications in comparison to the respective pay plan. Human Resources sends this list to the Chief Magistrate for review. Upon confirmation from the Chief Magistrate the appropriate pay change actions are processed.

In 1998, Richland County Council took action that “grandfathered” Magistrates hired on or before July 1, 1998. Magistrates appointed after that date would be subject to the greater minimum salary outlined in either the Richland County Pay Plan or subsequently the State of SC Pay Plan. The Richland County Magistrate Pay Plan pays slightly higher in most cases for Magistrates appointed at the same time and the same education degree(s). For example, a Magistrate appointed after July 1, 1998 without a 4 year degree would be paid at a lower pay rate than a Magistrate without a 4 year degree but appointed before July 1, 1998 because of the “grandfathered” language.

Magistrate Hudnell was appointed in 2001 and does not have a 4 year degree, therefore her pay rate is the lower pay schedule under the Richland County Magistrate Pay Plan.

➤ **Treasurer – David Adams**



Richland County has a policy that covers pay for Elected Officials. Part of that policy covers periodic salary surveys, a section covers re-election increases, and another section of the policy references CPI increases. It has been the practice of Richland County for a newly hired Elected Official to get the same salary as the Elected Official that was in office. Because of CPI increases and re-election increases, the salary of an Elected Official who has been in office for many years is likely to be greater than if the Elected Official had not been re-elected.

In accordance with County policy usually every three years, Human Resources will conduct a salary survey for Elected Officials and provide to the County Administrator for submission to the County Council. Usually, only Charleston County, SC and Greenville County, SC are included in the survey of salaries for Elected Officials.

There are not consistent organizational structure standards for all counties in South Carolina. Consequently, some counties have some jobs that other counties don't have, some counties have some functions reporting to different areas in the government, and some counties have some office combined that others don't.

The Treasurer had raised a specific example of the inconsistent structure involving the "Tax Collector" job. In some counties, they have both a "Tax Collector" job and a "Treasurer". Richland County does not have a job titled "Tax Collector". The Treasurer, Mr. Adams, has put forth the point that because Richland County does not have a job of "Tax Collector" he serves both roles as Treasurer and Tax Collector and consequently this should be a consideration in comparing and setting his salary.

➤ **Voter Registration Board Members and Chair – Lillian McBride**

The Board Members and Chair of the Voter Registration Board are appointed by the Richland County Legislative Delegation. Because these positions are appointed by an authority outside of the Richland County Council, personnel in these positions for the purposes of pay increases are treated like other Appointed Officials of Richland County. Annually they receive the CPI increase authorized for Elected and Appointed Officials.

Voter Registration Board Members and Chair jobs are not classified (i.e. unclassified, the County does not have a pay range). This is consistent with all other Elected and Appointed Officials. Salaries for Elected and Appointed Officials are determined by the policy and/or discretion of the County Council. Historically the County has done salary surveys but has not conducted classification studies on the jobs of Elected and Appointed Officials to establish a job classification, pay range, or salary. Unless specified in a County ordinance or by SC State law, Richland County Appointed Officials increases must be authorized by County Council.

Richland County Voter Registration Office is structured unique to all other SC County Voter Registration Offices. The County's research found that all large counties have combined their Voter Registration and Election Commission Office into a single office or department. In addition, we found the structure of their jobs to be different from the "Board Member" and "Chair" jobs in Richland County. The result is that it was not possible to obtain an appropriate job match via survey to establish for wage and salary comparison purposes. Therefore, it is not an "apples to apples" comparison when

looking at Charleston County or Greenville County because they have combined Voter Registration and Election Commission into one department or office. In addition, Human Resources asked the consultant, MGT, to search for a job match in South Carolina and they were not able to locate an appropriate job match either. Consequently, Richland County “Board Member” and “Chair” jobs appear to be a unique hybrid job at least in South Carolina.

Richland County’s unique organizational structure for Voter Registration compared to other counties in South Carolina combined with the fact that the County has not been able to locate comparable job matches in other SC counties has resulted in the situation that now exists.

### **C. Financial Impact**

MAGISTRATE HUDNELL – Approximately \$6,500.00 plus associated benefits annually. This is the difference in what Magistrate Hudnell’s salary compared to a Richland County Magistrate with a 4 year degree or a Richland County Magistrate hired prior to the implementation of the Richland County Magistrate Pay Plan.

TREASURER – The cost of any increase approved by County Council and associated benefits.

VOTER REGISTRATION – Because no specific amount has been requested and/or not amount has been authorized by County Council, it is not possible to determine a cost at this time. The cost of any increase approved by County Council and associated benefits.

### **D. Alternatives**

#### MAGISTRATE HUDNELL

The options before County Council relating to increase Magistrate Hudnell’s pay rate include:

1. Take no action.
2. Recommend Magistrate Hudnell obtain 4 year degree.
3. Amend the County’s Magistrate Pay Plan.

#### TREASURER

The options before County Council are:

1. Take no action.
2. Continue to follow County policy and practice.
3. Consider the salary of the Tax Collector and Treasurer when establishing the salary for the Treasurer, as proposed by Mr. Adams.

4. Consider on the salary of the Treasurer from Greenville County and Charleston County when setting the salary for the Treasurer.

#### VOTER REGISTRATION

The options before Council:

1. Take no action.
2. Amend ordinance to implement a method for Voter Registration Board Members and Chair to get regular salary increases in addition to or instead of CPI.
3. Authorize one time pay increases for Board Members and Chair of Voter Registration.

#### **E. Recommendation**

Staff is seeking council's guidance as to whether or not council wishes to amend existing policies to allow for the requested salary adjustments.

**Recommended by:** J. Milton Pope

**Department:** Administration

**Date:** 6/18/2009

#### **F. Reviews**

##### **Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: This is a policy decision for council. Approval of a plan that would have a fiscal impact on the current budget would require the identification of budget dollars.

##### **Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: As to the issue related to the Magistrate that matter had previously been formally appealed to County Council pursuant to the SC. Code of Laws. I would recommend that the Council determine the status of that appeal is before there is any action taken to change the Magistrate Pay Plan.

As to the Treasurer, that is a policy decision of Council.

As to the Office of Voter Registration, I have provided a legal opinion to Administration, Human Resources as well as Voter Registration. I will e-mail this opinion to members of the committee under separate cover.

**Administration**

Reviewed by: J. Milton Pope

Date: 6/18/2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: Staff is seeking council's guidance as to whether or not council wishes to amend existing policies to allow for the requested salary adjustments.

**Sec. 2-262. Salaries of certain elected officials.**

(a) The following elected officials shall be excluded from the County's pay and classification plan: auditor, clerk of court, coroner, probate judge, sheriff, and treasurer.

(b) The salary of the auditor, clerk of court, coroner, sheriff, and treasurer shall be determined through the County's budget process, and does not include any supplemental appropriations from the state of South Carolina or from any other source.

(c) Each year elected officials listed in (b) above shall receive a pay increase commensurate with the percentage increase of the Consumer Price Index (CPI) over the previous year, which number is distributed to the County from the State Department of Revenue through the South Carolina Association of Counties for budgetary purposes, but not to exceed 4% for that year; provided, however, elected officials' salaries shall be reviewed at the same time that other County positions are reviewed for market comparisons, but in no event longer than three years. If it is determined that an elected official's salary is higher than others surveyed in similar sized counties, the elected official shall not receive a CPI pay increase for the first year following such review. Pay increases, when applicable, shall take effect starting with the first pay period in July.

(d) Upon re-election, the elected officials listed in (a) above, shall receive a 5% pay increase, which shall take effect at the beginning of the new term of office.

(e) A newly elected official, or an individual appointed to fill an existing term of office, shall receive the salary of the previous incumbent, but shall not receive the 5% pay increase that re-elected officials receive.

(Ord. No. 1261-85, § I, 1-8-85; Ord. No. 080-00HR, § I, 12-19-00; Ord. No. 057-05HR, § I, 9-6-05; Ord. No. 028-07HR, § I, 3-20-07)

**TREASURER AND TAX COLLECTOR**

<b>County</b>	<b>Charleston</b>	<b>Greenville</b>	<b>Richland</b>
Do they have a Treasurer and Tax Collector?	Yes, they have both: Treasurer and Delinquent Tax Collector	Yes, they have both: Treasurer and Manager of Tax Collections	No
Is the Treasurer appointed or elected?	Elected	Elected	Elected
Is the Tax Collector appointed or hired by County Administrator?	Hired by County Administrator	Hired by County Administrator	n/a
Salary of Treasurer (without supplement)	\$67,686	\$78,976	\$63,450
Salary of Tax Collector	\$83,179	\$63,713	n/a
Sources of Information	Maria Rapchick- Chareston County HR <a href="http://www.charlestoncounty.org">www.charlestoncounty.org</a> SC Association of Counties Wage and Salary Report 2009	Stephanie Brown- Greenville County HR <a href="http://www.greenvillecounty.org">www.greenvillecounty.org</a> SC Association of Counties Wage and Salary Report 2009	Richland County HR

**South Carolina Association of Counties**  
**ANNUAL WAGE AND SALARY SURVEY REPORT**  
 Survey Group: 1

Job Title: **GIS TECHNICIAN II**

Job Code: **175**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	2	31,717	44,404	38,060	40%
BERKELEY	37.5	1	26,187	41,890	34,038	59%
FLORENCE	37.5	1	31,824	47,239	39,531	48%
LEXINGTON	40.0	2	36,111	50,555	43,333	39%
RICHLAND	37.5	4	30,398	51,191	40,794	68%
LOWEST REPORTED SALARIES:			26,187	41,890	34,038	
HIGHEST REPORTED SALARIES:			36,111	51,191	43,333	
ARITHMETIC AVERAGE:			31,247	47,055	39,151	50%

Job Title: **GIS TECHNICIAN I**

Job Code: **176**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
ANDERSON	37.5	1	21,916	37,169	29,542	69%
BERKELEY	0.0	2	22,914	36,662	29,788	59%
CHARLESTON	37.5	1			40,768	
GREENVILLE	37.5	1	28,023	44,008	36,015	57%
HORRY	40.0	6	29,065	46,597	37,831	60%
LEXINGTON	40.0	1	29,112	40,757	34,934	40%
PICKENS	37.5	3	28,129	42,193	35,161	49%
RICHLAND	37.5	1	26,330	44,333	35,331	68%
SUMTER	37.5	1	19,509	27,313	23,411	40%
LOWEST REPORTED SALARIES:			19,509	27,313	23,411	
HIGHEST REPORTED SALARIES:			29,112	46,597	40,768	
ARITHMETIC AVERAGE:			25,624	39,879	33,642	55%

Job Title: **COUNTY TREASURER (not including salary supplement)**

Job Code: **210**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	1	58,921	82,490	70,705	40%
ANDERSON	37.5	1	41,050	69,621	55,335	69%
BEAUFORT	40.0	1			61,228	
BERKELEY	40.0	1			56,800	
CHARLESTON	40.0	1			67,686	
FLORENCE	40.0	1			60,758	
GREENVILLE	37.5	1			78,976	
HORRY	40.0	1			76,108	
LEXINGTON	40.0	1			56,512	
PICKENS	37.5	1	52,339	78,509	65,424	50%
RICHLAND	37.5	1			63,450	
SPARTANBURG	37.5	1			75,384	
SUMTER	37.5	1			58,701	
YORK	40.0	1			67,876	
LOWEST REPORTED SALARIES:			41,050	69,621	55,335	
HIGHEST REPORTED SALARIES:			58,921	82,490	78,976	
ARITHMETIC AVERAGE:			50,770	76,873	65,353	53%

**South Carolina Association of Counties**  
**ANNUAL WAGE AND SALARY SURVEY REPORT**  
 Survey Group: 1

Job Title: TAX CLERK

Job Code: 215

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	2	21,139	31,711	26,425	50%
ANDERSON	37.5	19	15,397	31,770	23,583	106%
BEAUFORT	40.0	11	23,798	33,317	28,557	39%
BERKELEY	37.5	2	24,005	38,408	31,206	60%
CHARLESTON	37.5	19			30,920	
FLORENCE	37.5	7	22,889	33,837	28,363	47%
GREENVILLE	37.5	6	21,121	33,277	27,199	57%
LEXINGTON	40.0	12	25,613	35,858	30,735	39%
PICKENS	37.5	1	24,094	36,141	30,117	50%
RICHLAND	37.5	6	25,879	38,935	32,407	50%
YORK	40.0	6	24,085	33,720	28,902	40%
LOWEST REPORTED SALARIES:			15,397	31,711	23,583	
HIGHEST REPORTED SALARIES:			25,879	38,935	32,407	
ARITHMETIC AVERAGE:			22,802	34,697	28,946	53%

Job Title: COUNTY TAX COLLECTOR

Job Code: 216

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	1	54,387	76,142	65,264	40%
ANDERSON	37.5	1	23,704	40,203	31,953	69%
BEAUFORT	40.0	1	28,145	39,404	33,774	40%
BERKELEY	37.5	1	52,375	83,799	68,087	59%
CHARLESTON	40.0	1			83,179	
FLORENCE	40.0	1	34,801	51,706	43,253	48%
GREENVILLE	37.5	1	50,455	76,972	63,713	52%
HORRY	40.0	1	40,327	60,492	50,409	50%
LEXINGTON	40.0	1	44,859	62,803	53,831	40%
PICKENS	37.5	1	39,225	58,838	49,031	50%
SPARTANBURG	37.5	1	62,510	100,016	81,263	60%
SUMTER	37.5	1	23,006	32,208	27,607	39%
YORK	40.0	1	45,874	64,224	55,049	40%
LOWEST REPORTED SALARIES:			23,006	32,208	27,607	
HIGHEST REPORTED SALARIES:			62,510	100,016	83,179	
ARITHMETIC AVERAGE:			41,639	62,233	54,339	48%



## **DIVISION 6. DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES**

**Cross reference(s)**--Medical indigent care program, § [14-41](#) et seq.

### **Sec. 2-235. Creation; department directors; management of department.**

The office of register of mesne conveyances, and the department of elections, voter registration and the detention center are established as departments within the county government.

(Ord. No. 1858-89, § III, 4-4-89; Ord. No. 101-96HR, § I, 12-10-96)

### **Sec. 2-236. Directors; qualifications; selection; compensation.**

The office of the register of mesne conveyances, and the departments of elections, voter registration and the detention center shall be directed by individuals qualified by virtue of their education, training and experience. Compensation for the directors shall be in accordance with the county pay and classification plans as approved in the annual budget(s) by the county council.

(Ord. No. 101-96HR, § I, 12-10-96)

### **Sec. 2-237. State divisional heads; qualifications; selection; compensation.**

The "state units" including the division of social services and the division of health and environmental control shall be directed by individuals qualified, selected, and compensated by the appropriate agency of the state.

### **Sec. 2-238. Departmental responsibilities; powers; duties.**

(a) *Detention center.* The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;
- (4) Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.

**Sec. 2-238.1. Register of mesne conveyances.**

(a) *Office created, location.* There is hereby created the office of register of mesne conveyances pursuant to Act 453 of S.C. General Assembly 1973, such office to be located in the county courthouse with the clerk of court's office.

(b) *Department director.* A position of register, who shall serve as the departmental director, is hereby established.

(c) *Term of office.* The register shall be appointed by and serve at the pleasure of the county administrator.

(d) *Qualifications; county employee.* The register shall be a person with training and/or experience in responsible office work providing a familiarity with the laws and regulations pertaining to the management of records. The register shall be a member of the county employee classification system and enjoy all the privileges and rights of county employees, with compensation to be determined accordingly.

(e) *Responsibility and duties.* The register shall be responsible and under the direct supervision of the county administrator, for the performance of the duties of this office which include, but are not limited to:

(1) Directing the division of mesne conveyances and supervising its staff and activities;

(2) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security

commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;

(3) Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;

(4) Maintaining a notary public register;

(5) Maintaining an index of cross-index books for all instruments of record logged in the office;

(6) Collecting necessary fees for the recording of records as set by law;

(7) Answering requests and giving assistance to those seeking information from the records of the office;

(8) Preparing a division budget; and

(9) Rebinding books and records.

(f) *Bond.* The register of mesne conveyances shall give to the county a surety bond in the value of twenty-five thousand dollars (\$25,000.00) for the faithful performance of his duties, such bond to be lodged in the office of the state treasurer.

(g) *Deputy.* The register may recommend candidates for appointment as a deputy. Such appointment shall be made by the county administrator and shall be evidenced by a certificate thereof, signed by the administrator.

(h) *Staff and assistants.* Upon recommendation of the register, the county administrator shall employ such staff and assistants as are necessary to the performance of the duties of that office. They shall be subject to the county classification system and their compensation determined accordingly.

(i) *Officers to cooperate.* All officers of the county, whether elected or appointed, and their deputies and assistants, shall cooperate with and assist the register of mesne conveyances in the performance of the duties prescribed in this section.

(Code 1976, §§ 3-3041--3-3048; Ord. No. 1858-89, § III, 4-4-89; Ord. No. 1864-89, § I, 7-1-89; Ord. No. 101-96HR, § I, 12-10-96)

**Secs. 2-239--2-246. Reserved.**

**EMAIL FROM CHAIR OF VOTER REGISTRATION TO COUNTY COUNCIL MEMBERS**

**From:** LILLIAN MCBRIDE  
**Sent:** Wednesday, June 03, 2009 2:06 PM  
**To:** Council Members  
**Subject:** Bd of Voter Registration  
**Importance:** High

Good afternoon, Chairman Paul Livingston and Council Members,

To clarify and put the issue with the Board of Voter Registration in perspective my issues were not of PEP or County Ordinance, but on the fact that the Board of Voter Registration positions were not reviewed but overlooked and not brought up to fair market value in the county last two studies. Please see attachment on original request of ROA.

*Lillian A. McBride*

*Director of Board of Voter Registration*

*2020 Hampton St Columbia S.C 29202*

*(803) 576-2240*

*(803) 576-2249 (fax)*

[mcbriDEL@rcgov.us](mailto:mcbriDEL@rcgov.us)

COUNTY NAME	2007-2008 REVENUE PER 1000 POPULATION	2008 REVENUE PER 1000 POPULATION	2008 REVENUE PER 1000 POPULATION	(A)		(B)		(C)		(D)		(E)		(F)		(G)		(H)		(I)				
				2007-2008 MAGISTRATES	MAGISTRATES PER 1000 POPULATION	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	2007-2008 MAGISTRATES	FULL TIME	
1 ALBERTA COUNTY	6,060	26,871	511.32	0.30	3.41	4.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	\$45,000.20	2.37	2.71	2.37	2.37	2.37	2.37	2.37	2.37	2.37	2.37	1.25
2 ANNEBURY COUNTY	375,386	142,552	1,066.93	5.09	7.37	5.00	4.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	6.20	6.20	6.20	6.20	6.20	6.20	6.20	6.20	6.20	6.20	6.20	0.25
3 ALBUQUERQUE COUNTY	11,211	413.44	4.40	0.40	2.76	1.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	0.50
4 ANNEBURY COUNTY	382,527	165,200	739.96	5.52	5.04	3.00	1.00	\$130,312.00	\$57,237.70	\$57,237.70	\$57,237.70	\$57,237.70	5.48	5.52	5.52	5.52	5.52	5.52	5.52	5.52	5.52	5.52	5.52	0.00
5 ANNEBURY COUNTY	10,000	16,000	395.38	0.90	2.64	1.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.50
6 ANNEBURY COUNTY	24,883	23,478	697.80	4.32	3.77	3.00	1.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	1.50
7 ANNEBURY COUNTY	120,871	120,871	1,007.71	5.00	4.81	5.00	4.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	4.48	1.50
8 ANNEBURY COUNTY	478,193	15,585	392.17	0.24	2.51	0.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.00
9 CALHOUN COUNTY	814,126	308,929	1,045.04	11.07	6.97	6.00	13.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	9.02	11.07	4.00	15.07	15.07	15.07	15.07	15.07	15.07	15.07	15.07	6.00
10 CHESTER COUNTY	100,175	52,577	395.88	1.98	2.65	2.00	4.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	1.00
11 CHESTER COUNTY	62,289	34,000	505.46	1.22	3.90	2.00	2.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	1.00
12 CHESTER COUNTY	48,031	42,298	800.46	1.93	5.38	0.00	7.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	3.46	1.75
13 CHESTER COUNTY	116,851	32,902	688.61	1.96	4.64	0.00	6.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	0.00
14 CHESTER COUNTY	667,330	38,344	1,007.71	1.37	7.12	1.00	4.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	4.24	2.25
15 CHESTER COUNTY	45,656	67,344	566.07	2.47	3.77	2.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	0.50
16 CHESTER COUNTY	110,300	30,722	408.00	1.31	2.71	2.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92	0.25
17 CHESTER COUNTY	131,603	96,419	575.32	3.44	3.89	2.00	6.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	0.25
18 CHESTER COUNTY	11,718	24,565	482.68	0.88	3.28	2.00	0.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	0.25
19 CHESTER COUNTY	30,077	23,844	709.98	0.84	4.73	1.00	5.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	2.70	0.75
20 CHESTER COUNTY	865,245	125,281	804.88	4.46	5.37	4.00	6.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	4.80	0.75
21 CHESTER COUNTY	1,354,342	55,197	875.77	1.99	6.84	6.00	0.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	0.00
22 CHESTER COUNTY	2,234,859	319,616	707.87	13.95	5.32	14.00	6.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	9.44	13.95	2.00	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	0.25
23 CHESTER COUNTY	143,754	86,271	463.95	2.37	3.06	2.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	0.50
24 CHESTER COUNTY	33,023	31,396	463.90	0.78	3.26	2.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	0.25
25 CHESTER COUNTY	14,288,420	196,029	1,464.24	7.02	7.89	9.00	0.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	7.35	7.35	4.00	11.35	11.35	11.35	11.35	11.35	11.35	11.35	11.35	2.50
26 CHESTER COUNTY	212,029	20,678	671.08	0.78	4.48	2.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.61	2.61	2.61	2.61	2.61	2.61	2.61	2.61	2.61	2.61	2.61	0.50
27 CHESTER COUNTY	110,677	52,687	738.77	1.68	4.05	2.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	0.75
28 CHESTER COUNTY	44,315	61,381	658.05	2.48	4.81	2.00	0.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	1.00
29 CHESTER COUNTY	99,861	69,887	721.06	2.48	4.81	2.00	0.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	3.65	1.00
30 CHESTER COUNTY	13,384	20,119	410.95	0.72	2.74	1.00	4.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	1.73	0.25
31 CHESTER COUNTY	819,320	216,014	121.23	7.21	5.02	8.00	0.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	6.30	7.21	1.00	8.21	8.21	8.21	8.21	8.21	8.21	8.21	8.21	0.75
32 CHESTER COUNTY	24,654	36,468	403.48	1.77	3.26	2.00	1.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	2.28	0.25
33 CHESTER COUNTY	28,058	28,018	468.91	1.01	3.23	1.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	1.32	0.25
34 CHESTER COUNTY	38,244	5,926	363.31	0.38	2.62	1.00	2.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	0.25
35 CHESTER COUNTY	82,400	36,306	641.62	1.28	4.32	2.00	3.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	2.80	0.25
36 CHESTER COUNTY	125,387	66,215	690.03	2.36	4.84	3.00	0.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	3.45	3.45	3.45	3.45	3.45	3.45	3.45	3.45	3.45	3.45	3.45	0.50
37 CHESTER COUNTY	636,860	91,582	1,125.76	3.77	7.61	3.00	6.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	1.50
38 CHESTER COUNTY	246,122	110,357	595.75	3.49	3.57	4.00	0.00	\$130,312.00	\$46,980.30	\$46,980.30	\$46,980.30	\$46,980.30	3.49	3.49	3.49	3.49	3.49	3.49	3.49	3.49	3.49	3.49	3.49	0.00
39 CHESTER COUNTY	2,061,263	320,677	721.38	11.42	5.14	12.00	1.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	8.30	11.42	2.00	13.42	13.42	13.42	13.42	13.42	13.42	13.42	13.42	1.25
40 CHESTER COUNTY	8,238	18,811	461.57	0.94	3.08	2.00	0.00	\$130,312.00	\$34,306.50	\$36,487.30	\$38,167.52	\$41,048.28	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	0.25
41 CHESTER COUNTY	689,681	253,251	814.30	6.02	8.46	6.00	30.00	\$130,312.00	\$53,783.70	\$53,783.70	\$53,783.70	\$53,783.70	7.2											



<b>RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN</b>	
<b>TITLE:</b> Magistrate Supplemental Pay Plans	<b>Number:</b> 2
<b>EFFECTIVE DATE:</b> 7/1/1998	<b>Page:</b> 1 of 3
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> TDH

**POLICY:**

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

**PROCEDURE:**

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:
  - 1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
  - 1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.

2. SCALE A

- 2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty two percent (42%) of the a circuit court judge for South Carolina.
- 2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid forty eight percent (48%) of a circuit court judge for South Carolina.
- 2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty one percent (51%) of a circuit court judge for South Carolina;
- 2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid fifty four percent (54%) of a circuit court judge of South Carolina;

<b>RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN</b>	
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<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty percent (60%) of the rate of salary of circuit judge of the state.

3. SCALE B

3.1. Upon initial appointment the magistrate shall be paid at the state base rate.

3.2. Upon the second (2<sup>nd</sup>) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

3.3. Upon the fourth (4<sup>th</sup>) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

3.4. Upon the sixth (6<sup>th</sup>) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

3.5. Upon the eighth (8<sup>th</sup>) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

3.6. Upon the tenth (10<sup>th</sup>) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.

3.7. Upon the twelfth (12<sup>th</sup>) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.

4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

<b>RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN</b>	
<b>TITLE:</b> Magistrate Supplemental Pay Plans	<b>Number:</b> 2
<b>EFFECTIVE DATE:</b> 7/1/1998	<b>Page:</b> 3 of 3
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.
  
9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.



	Richmond County	Charleston County	Lexington County	Greenville County	Mecklenburg County, NC
Department Budget	\$657,023	\$1,491,674	\$395,112	\$602,078	\$4,235,843
Personnel Budget	\$334,993	\$827,735	\$254,442	\$532,039	\$1,896,593
Number of Employees	9	15	13	1241	
Voters Registration & Election Commission Structure	Separate	Combined	Combined	Combined	Combined
County Population (2006 est)	348,226	331,917	240,160	417,166	827,445
Budget to Population Ratio	1.88	4.49	1.64	1.65	5.11

Charleston County Pay Structure	
Executive Director	\$69,992 - \$105,892
Administrative Coordinator	\$32,281 - \$48,734
Provost Coordinator	\$32,281 - \$48,734
Voter Service Coordinator	\$38,929 - \$57,907
Voter Services Representative	\$27,144 - \$41,017

Greenville County Pay Structure	
Manager, Reg & Election	\$50,456 - \$76,972
Administrative Assistant	\$28,023 - \$44,009
Administrative Support Specialist	\$22,846 - \$38,269
Service Representative	\$21,121 - \$33,277

Richmond County	
Chair	\$27,317 - \$51,001
Board Member	\$20,220 - \$34,057
Motor Vehicle Clerk	\$21,044 - \$33,671
Voter Registration Clerk	\$21,044 - \$33,671

Lexington County	
Director of Reg & Elections	\$46,009 - \$65,253
Reg & Elections Mng	\$34,361 - \$48,106
Reg & Elections Deputy Reg	\$29,112 - \$40,757
Clerk Typist II/Voter Reg	\$25,613 - \$35,838
PT Clerical Assistant	\$25,613 - \$35,838
Clerk I/PT	\$23,863 - \$33,408

**Title 7 Chapter 5 Section 10 (7-5-10)**

**Appointment and removal of members of boards of registration.**

Between the first day of January and the fifteenth day of March in every even-numbered year the Governor shall appoint, by and with the advice and consent of the Senate, not less than three nor more than five competent and discreet persons in each county, who are qualified electors of that county and who must be known as the board of registration of \_\_\_\_\_ County. The Governor shall notify the State Election Commission in writing of the appointments. The members appointed are subject to removal by the Governor for incapacity, misconduct, or neglect of duty.

**HISTORY:**

1988 Act No. 422, Section 1, eff March 28, 1988.

# Richland County Council Request of Action

**Subject**

An ordinance authorizing the execution and delivery of a fee agreement between Richland County and Unum Group, a corporation organized and existing under the laws of the state of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; ad Unum Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto **[PAGES 215-268]**

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

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND UNUM GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA; AND UNUM LIFE INSURANCE COMPANY OF AMERICA, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MAINE (COMPANIES) CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND THE COMPANIES UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

**WHEREAS**, Richland County (“County”), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 17, 2009 (“Resolution”), taken official action to identify the Project (defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

**WHEREAS**, the County desires to enter into a Fee Agreement with UNUM Group, a corporation organized and existing under the laws of the State of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine (collectively referred to as, “Company”), which shall provide for payments of fees-in-lieu of taxes for a new project qualifying under the provisions of Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended (“Act”);

**WHEREAS**, the County and the Company desire to enter into a Fee Agreement as defined in the Act concerning the Company’s investment and the investment of certain sponsor affiliates pursuant to the Fee Agreement and Section 12-44-30(19) and Section 12-44-130 of the Act (“Sponsor Affiliates”) in certain real properties and improvements thereto and machinery, equipment, fixtures and other property (which properties constitute a project under the Act and are referred to as, “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company and the Sponsor Affiliates to locate the Project in the County, the County hereby agrees to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company and the Sponsor Affiliates the benefits intended by the Act;

**WHEREAS**, the County has previously entered into a fee-in-lieu of taxes arrangement with the Company under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended (“Old

Act”), in connection with which the Company transferred title to certain real and personal property to the County, and the County and the Company entered into an Inducement and Millage Rate Agreement, dated as of December 29, 1995 and amended as of December 3, 1996 (“Inducement Agreement”), and a Lease Agreement, dated as of December 15, 1996 (“Lease”), concerning certain real properties and improvements thereto and machinery, equipment, fixtures and other property (“Original Project);

**WHEREAS**, the Act provides, at Section 12-44-170, that an entity with property subject to an existing fee-in-lieu of property tax arrangement under the Old Act, in which title is held by the County, may elect with the consent of the County to convert from such Old Act arrangement to an arrangement under the Act in which title is held by such entity, and the transferred property will automatically be considered “economic development property” for purposes of the Act subject to the following:

- (a) a continuation of the same fee payments required under the existing lease agreement;
- (b) a continuation of the same fee payments only for the time required for payments under the existing lease agreement;
- (c) a carryover of minimum investment or employment requirements of the existing arrangements to the new fee arrangement; and
- (d) appropriate agreements and amendments between the sponsor and the county entered into continuing the provisions and limitations of the prior agreement;

**WHEREAS**, to the extent necessary or required under the Act, the County desires to consent, approve and ratify such conversion by the Company of its facilities from an Old Act arrangement to an Act arrangement and the Fee Agreement and other documents pursuant to which such conversion is to be made;

**WHEREAS**, there has been prepared and presented to this meeting the proposed form of the Fee Agreements between the County and the Company with respect to both the Project and the Original Project (collectively, “Fee Agreements”);

**WHEREAS**, it appears that the documents referred to above, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED** by the County Council in meeting duly assembled as follows:

**Section 1.** With respect to the Project, pursuant to the Act and particularly Section 12-44-40(H) thereof, and based on information supplied to the County by the Company, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

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

(d) It is anticipated that the Project will represent an investment of at least \$8 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exemption investments);

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project, based on factual representations to the County by the Company, will be properly classified as economic development property.

**Section 2.** With respect to the Original Project, the County, pursuant to the Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes the conversion of the Company’s arrangement under the Old Act to an arrangement under the Act.

**Section 3.** With respect to the Original Project, the County consents to the transfer of title to all property, both real and personal, back to the Company and the cancellation of the Lease and the Inducement Agreement (to the extent said agreements are not cancelled by operation of law) without further payment or penalty to the County under the Lease or the Inducement Agreement.

**Section 4.** The form, terms and provisions of each of the Fee Agreements which are before this meeting and filed with County Council are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if each of the Fee Agreements were set out in this Ordinance in their entirety. The Chair of the County Council and the Clerk to County Council be and they hereby are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements to the Company. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County, as approved by the officials of the County executing same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Fee Agreements now before this meeting. With respect to the Original Project, the County agrees to take such other actions as may

be reasonably necessary or appropriate for the cancellation of the Lease and Inducement Agreement, and the execution of the Fee Agreement, Reconveyance of Title to Real Estate, Reconveyance of Bill of Sale, and any all other documents that the Company may reasonably request to reconvey to the Company title to any property that has been conveyed by the Company to the County pursuant to the Lease and to evidence the consent, approval and ratification described in this Ordinance.

**Section 5.** The Chair of County Council and the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County under and pursuant to the Fee Agreements.

**Section 6.** The consummation of all transactions contemplated by the Fee Agreements are hereby approved.

**Section 7.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 8.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

**Section 9.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

*[Signatures Appear on Following Page]*

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

(SEAL)

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
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Public Hearing: July 28, 2009 [Tentative]  
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**FEE AGREEMENT**

**EFFECTING A CONVERSION OF THAT CERTAIN**

**LEASE AGREEMENT  
DATED AS OF DECEMBER 15, 1996**

**BETWEEN**

**UNUM GROUP,**

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, AND**

**UNUM LIFE INSURANCE COMPANY OF AMERICA,**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**DATED AS OF**

**\_\_\_\_\_, 2009**



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[to be updated]

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## FEE AGREEMENT

**THIS FEE AGREEMENT** (the “Fee Agreement”) is made and entered into as of \_\_\_\_\_, 2009, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **UNUM Group**, a corporation organized and existing under the laws of the State of Delaware; **Colonial Life & Accident Insurance Company**, a corporation organized and existing under the laws of the State of South Carolina; and **UNUM Life Insurance Company of America**, a corporation organized and existing under the laws of the State of Maine; (collectively referred to herein as the “Company”).

### WITNESSETH:

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, the Company previously acquired by construction and purchase certain facilities used at its existing facility in the County (the “**Original Project**”);

**WHEREAS**, by Resolutions duly adopted by the County Council on December 12, 1995, and on December 3, 2006, and by an Ordinance duly adopted by the County Council on December 3, 1996, the County, being authorized and empowered under and pursuant to the Code of Laws of South Carolina, as amended, and particularly Title 4, Chapter 12 thereof (the “**Old Act**”), agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Inducement Agreement dated as of December 29, 1995, as amended as of December 3, 1996 (the “**Inducement Agreement**”), and that certain Lease Agreement between the County and the Company dated as of December 15, 1996 (the “**Lease**”), (the Inducement Agreement and the Lease are sometimes collectively referred to herein as the “Prior Documents”);

**WHEREAS**, pursuant to such arrangements, the County acquired title to the Original Project from the Company and leased the Original Project back to the Company pursuant to the Lease;

**WHEREAS**, the Company desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to the Original Project or any portion thereof. Section 12-44-170 (the “**Conversion Provision**”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to transfer property from such an arrangement to a FILOT arrangement under the Act and to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act;

**WHEREAS**, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Company its right, title and interest in and to the Original Project;

**WHEREAS**, in order (i) to satisfy the requirements of the Conversion Provision and (ii) to make certain amendments to update the terms of the Lease as necessary or appropriate, this Fee Agreement (the “**Fee Agreement**”) has been prepared and presented to the County;

**WHEREAS**, the County has determined this Fee Agreement meets the conversion and other applicable requirements of the Act;

**WHEREAS**, the County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof; and

**WHEREAS**, pursuant to an Ordinance adopted on \_\_\_\_\_, 2009, the County Council authorized the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

## **ARTICLE I**

### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company’s noncompliance.

**SECTION 1.2. *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such

references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

**SECTION 1.3. Definitions.**

**“Act”** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

**“Applicable Governmental Body”** means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

**“Chair”** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**“Commencement Date”** means the last day of 1996, which is the year in which Project property was first placed in service.

**“Company”** means, collectively, the Operating Company and the Other Companies. Unless a particular provision hereof otherwise requires to the contrary, the Operating Company may act as agent of the Other Companies and the County shall accept any act of the Operating Company (including but not limited to acts such as amending this Fee Agreement and giving notice and exercising options and rights hereunder) as being performed for itself and as such agent until notice is given to the contrary.

**“Conversion Provision”** means Section 12-44-170 of the Act.

**“County Council”** means the County Council of the County.

**“County”** means **Richland County, South Carolina**, and its successors and assigns.

**“County Administrator”** means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“Documents”** means the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** means any Event of Default specified in Section 10.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of \_\_\_\_\_, 2009, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 6.3.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, expansions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, expansions, replacements and substitutions become part of the Project under this Fee Agreement.

**“Inducement Agreement”** means that certain Inducement Agreement dated as of December 29, 1995, as amended as of December 3, 1996.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date.

**“Lease”** means that certain Lease Agreement between the County and the Company dated as of December 15, 1996.

**“Multi-County Industrial Park”** means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Operating Company”** means UNUM Group, a corporation organized and existing under the laws of the State of Delaware.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2009, authorizing this Fee Agreement.

**“Original Project”** means the property covered by the Lease on the effective date of this Fee Agreement.

**“Other Companies”** means Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina, and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 6.1 of this Agreement.

**“Prior Documents”** means the Lease and the Inducement Agreement.

**“Project”** means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in

connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Project.

**“Real Property”** means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 6.2.

**“Site”** means sites at which Project property is located in the County as described in Exhibit B and shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit B provided by the Company. [to be discussed]

**“Stage”** in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE

**SECTION 2.1. *Election to Convert.*** Pursuant to the Conversion Provision, the Company hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Company’s election to convert as required by the Act.

**SECTION 2.2. *Replacement of Lease and Related Documents.*** The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyances of assets described in Section 2.3, the Lease and Inducement Agreement are terminated. The parties also agree that, as required by the Conversion Provision and as reflected in this Fee Agreement, the term, the applicable assessment ratio and millage rate, and the payments to be made by the Company under this Fee Agreement shall remain the same as under the Prior Documents.

**SECTION 2.3. *Conveyance on Conversion.*** Simultaneously with the execution and delivery of this Fee Agreement, the County has by Quitclaim Deed and Bill of Sale re-conveyed to the Company all assets comprising the Original Project which are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Company to evidence or confirm such conveyance.

### **ARTICLE III**

#### **LIMITATION OF LIABILITY; INDUCEMENT**

**SECTION 3.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 3.2. *Inducement.*** The County and the Company acknowledge that pursuant to and subject to the provisions of the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

### **ARTICLE IV**

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 4.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Assuming the constitutionality of the Act, and to the best of the County's knowledge, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or



agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 4.2. *Covenants by the County.*** The County covenants with the Company to do all things deemed reasonably necessary, under the Act, as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

**SECTION 4.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County and covenants with the County as follows:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affects the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company or its ability to proceed with such transactions and the Project.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

## ARTICLE V

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 5.1. *The Project.*** The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property will only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

**SECTION 5.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or portion of the Project as set forth in Article X herein.

**SECTION 5.3. *Modifications to Project.*** The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

## ARTICLE VI

### PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 6.1. *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for ad valorem taxes. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but, as set forth in Sections 4.02 and 4.03 of the Inducement Agreement, using an assessment ratio of 6.0% and a millage rate of 349.0 mills. Subject in all events to the provisions of the Act, the fair market value for the Project shall be determined as follows:

- (i) for real property: if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property: using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended. [to be discussed]

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above,

for a period not exceeding 20 years following the year in which such property was placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) a single piece of property can replace more than one piece of property, and more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to the fee payment pursuant to this Section for the period of time remaining on the 20-year fee period for the property which it is replacing.

(e) Nothing in this Fee Agreement to the contrary withstanding, the Company is primarily liable for all Payments-in-Lieu-of-Taxes, and all other payments dues under this Agreement.

#### **SECTION 6.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the maintenance of the statutory minimum qualifying investment, and to Section 6.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 6.1 shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a). Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the terms of Section 6.1(d).

**SECTION 6.3. *Fee Term.*** The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1 or (b) exercise by the Company of its option to terminate pursuant to Section 11.1.

**SECTION 6.4. *Maintaining Minimum Investment.*** If at any time during the term of this Fee Agreement following the period of time in which the minimum investment must be made under the Act, the investment of any entity comprising the Company, based on income tax basis without regard to depreciation, falls below such minimum investment level, such entity shall no longer qualify for the Payments-in-Lieu-of-Taxes provided herein if and as provided in Section 12-44-140(C) of the Act.

## ARTICLE VII

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 7.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

## ARTICLE VIII

### EFFECTIVE DATE

**SECTION 8.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE IX

### SPECIAL COVENANTS

**SECTION 9.1. Confidentiality.** The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement. [to be discussed]

### **SECTION 9.2. Indemnification Covenants**

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project if the County or any of its members, officers, agents or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses,

claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 9.3. *Assignment and Leasing.*** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment of all or part of their respective interests in the Project and/or this Fee Agreement among the Operating Company, the Other Companies, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, The Paul Revere Life Insurance Company, The Paul Revere Variable Annuity Insurance Company or First Unum Life Insurance Company. The County agrees that the County Council can provide any required consent by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

## ARTICLE X

### EVENT OF DEFAULT AND REMEDIES

**SECTION 10.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a)), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires;

lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 10.2. Remedies on Default.** Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least thirty (30) days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes. The County's right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of the South Carolina Code.

**SECTION 10.3. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE XI

### OPTION OF THE COMPANY

**SECTION 11.1. Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1(c), or, if the termination is of the entire Project, then within the date which is sooner of (i) the due date otherwise applicable under this Fee Agreement or (ii) 120 days of termination.

## ARTICLE XII



**MISCELLANEOUS**

**SECTION 12.1. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:                   **[Insert information]**

If to the County:                   Richland County, South Carolina  
J. Milton Pope  
County Administrator  
2020 Hampton street  
Columbia, SC 29204

With a copy to:                   Ray E. Jones  
Parker Poe Adams & Bernstein LLP  
1201 Main Street  
Columbia, SC 29201

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 12.2. Binding Effect.** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 12.3. Invalidity and Severability.** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 6.1 is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

**SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 12.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement as *ad valorem* taxes.

**SECTION 12.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

**SECTION 12.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 12.8. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 12.9. *Filings.***

(a) The Company shall provide the Richland County Auditor with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement to be filed with the Richland County Auditor, the Richland County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

**SECTION 12.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 12.11. *Further Assurance.*** From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY and UNUM LIFE INSURANCE COMPANY OF AMERICA, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

**ATTEST:**

\_\_\_\_\_  
Clerk

**UNUM GROUP**

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

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

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

**UNUM LIFE INSURANCE COMPANY OF AMERICA**

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

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

**[Provide same real property description as in 1995 Lease.]**

## **EXHIBIT B**

### **DESCRIPTION OF SITES**

The initial Site is the land identified on Exhibit A.

On or about May 15, 2010 and each May 15 thereafter during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any Sites in the County during the calendar year ending the preceding December 31, provide schedules or supplements reflecting such added or relocated Sites, which schedules or supplements shall become part of this Fee Agreement.

**FEE AGREEMENT**  
**BETWEEN RICHLAND COUNTY, SOUTH CAROLINA**  
**AND**  
**UNUM GROUP,**  
**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, AND**  
**UNUM LIFE INSURANCE COMPANY OF AMERICA,**

**DATED AS OF**

\_\_\_\_\_, 2009

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[to be updated]

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EXHIBIT A      Description of Real Property  
EXHIBIT B      Description of Sites  
EXHIBIT C      Joinder Agreement

## FEE AGREEMENT

**THIS FEE AGREEMENT** (the “Fee Agreement”) is made and entered into as of \_\_\_\_\_, 2009, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **UNUM Group**, a corporation organized and existing under the laws of the State of Delaware; **Colonial Life & Accident Insurance Company**, a corporation organized and existing under the laws of the State of South Carolina; and **UNUM Life Insurance Company of America**, a corporation organized and existing under the laws of the State of Maine; (collectively referred to herein as the “Company”).

### WITNESSETH:

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, pursuant to an Inducement Resolution dated February 17, 2009 (the “Inducement Resolution”) the County committed to enter into a Fee Agreement with the Company;

**WHEREAS**, it is anticipated that the Project will represent an investment of at least \$8 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

**WHEREAS**, pursuant to the Ordinance, as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement with the Company that identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

**WHEREAS**, pursuant to an Ordinance adopted \_\_\_\_\_ (“Ordinance”), in accordance with the Act, and based on factual representations by the Company to the County, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

## ARTICLE I

### RECAPITULATION AND DEFINITIONS

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance.

**SECTION 1.2. *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

**"Applicable Governmental Body"** means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

**"Chair"** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**"Commencement Date"** means the last day of the property tax year when Project property is first placed in service except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

**“Company”** means, collectively, the Operating Company and the Other Companies. Unless a particular provision hereof otherwise requires to the contrary, the Operating Company may act as agent of the Other Companies and the County shall accept any act of the Operating Company (including but not limited to acts such as amending this Fee Agreement and giving notice and exercising options and rights hereunder) as being performed for itself and as such agent until notice is given to the contrary.

**“County Council”** means the County Council of the County.

**“County”** means **Richland County, South Carolina**, and its successors and assigns.

**“County Administrator”** means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“Documents”** means the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of \_\_\_\_\_, 2009, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, expansions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, expansions, replacements and substitutions become part of the Project under this Fee Agreement.

**“Inducement Resolution”** means the Resolution of the County Council adopted on February 17, 2009 committing the County to enter into the Fee Agreement.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to any extension for such period as provided in Section 3.2(b).

**“Multi-County Industrial Park”** means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of Article VIII, Section

13, Paragraph D of the Constitution of the State of South Carolina, 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Operating Company”** means UNUM Group, a corporation organized and existing under the laws of the State of Delaware. The Operating Company shall be deemed to be a sponsor in accordance with Section 12-44-30(A)(18) and Section 12-44-130 of the Act.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2009, authorizing this Fee Agreement.

**“Other Companies”** means Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina, and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

**“Project”** means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and becomes subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company or, as applicable, a Sponsor Affiliate, in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. In this connection, the parties specifically agree that the Company or, as applicable, a Sponsor Affiliate, may in its sole discretion determine what eligible property, including but not limited to any buildings, is included as Project property, and that such discretion shall be manifested by the Company’s decision or, as applicable, the decision of a Sponsor Affiliate, whether to list such eligible property on its annual SCDOR PT-300 or comparable form. Notwithstanding any provision herein to the contrary, only for purposes of determining whether the \$8 million investment threshold referenced in Sections 3.1(i) and 5.4 hereof, and the \$25 million investment threshold referenced in Section 5.1(a) hereof, have been met, all investments made at the Site during the applicable time periods shall be deemed part of the Project without regard to whether some or all of the investments are subject to this Fee Agreement.

**“Real Property”** means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement; provided, however that the land identified on Exhibit A shall not be subject to this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2.

“**Site**” means sites at which Project property is located in the County as described in Exhibit B and shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit B provided by the Company.

“**Sponsor Affiliate**” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project, if any, will qualify for Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof and Section 12-44-30(A)(19) and Section 12-44-130 of the Act. In the event any such entity makes an investment in the Project, each of the following entities are hereby expressly approved by the County as a Sponsor Affiliate and each of these entities has executed this Fee Agreement and has agreed to be bound by the terms and conditions hereof: (1) Provident Life and Accident Insurance Company, (2) Provident Life and Casualty Insurance Company, (3) The Paul Revere Life Insurance Company, (4) The Paul Revere Variable Annuity Insurance Company and (5) First Unum Life Insurance Company; provided, however, unless and until any such entity makes an investment in the Project and files an SCDOR PT-300 or comparable form, it is not subject to this Agreement and has no obligations under it.

“**Stage**” in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### LIMITATION OF LIABILITY; INDUCEMENT

**SECTION 2.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 2.2. *Inducement.*** The County and the Company acknowledge that pursuant to and subject to the provisions of the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**SECTION 3.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Assuming the constitutionality of the Act, and to the best of the County's knowledge, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary, under the Act, as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, the Company may request of the County an extension of the Investment Period, for investments in excess of the statutory minimum(s), in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County and covenants with the County as follows:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affects the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company or its ability to proceed with such transactions and the Project.



(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project will exceed \$8,000,000.

## ARTICLE IV

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 4.1. *The Project.*** The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company or any Sponsor Affiliate may place property into service at any time under this Fee Agreement, but such property will only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

**SECTION 4.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, neither the Company nor any Sponsor Affiliate shall be obligated to complete the acquisition of the Project, and the Company or any Sponsor Affiliate may terminate this Fee Agreement with respect to all or portion of the Project as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Company and any Sponsor Affiliate may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

## ARTICLE V

### PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 5.1. *Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company and the Sponsor Affiliates, as applicable, shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company and, as applicable, the Sponsor Affiliates, shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same

manner and subject to the same penalty assessments as prescribed by the County or DOR for ad valorem taxes. Such amounts shall be calculated and payable as follows:

(a) The Company has and, as applicable, the Sponsor Affiliates have, agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 8.0% and a millage rate of 493.5 mills, which is no lower than the lower of the legally levied cumulative property tax millage rate applicable to the Site on June 30, 2008 or the legally levied cumulative property tax millage rate applicable to the Site on June 30, 2009; provided, however, that if, by December 31, 2014, an aggregate total of \$25 million has been invested in the Project, then beginning with the property tax year following the year in which such \$25 million investment threshold is achieved, the applicable assessment ratio to be used under this subsection shall be 6% rather than 8%. Subject in all events to the provisions of the Act, the fair market value for the Project shall be determined as follows:

- (i) for real property: if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property: using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company and, as applicable, the Sponsor Affiliates, shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property

subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) a single piece of property can replace more than one piece of property, and more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to the fee payment pursuant to this Section for the period of time remaining on the 20-year fee period for the property which it is replacing.

(e) Nothing in this Fee Agreement to the contrary withstanding, the Company is primarily liable for all Payments-in-Lieu-of-Taxes, and all other payments dues under this Agreement.

**SECTION 5.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company or any Sponsor Affiliate, in its sole discretion, determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company or any Sponsor Affiliate may remove such item (or such portion thereof as the Company or any Sponsor Affiliate shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the maintenance of the statutory minimum qualifying investment, and to Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company or any Sponsor Affiliate may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a). Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the terms of Section 5.1(d).

**SECTION 5.3. *Fee Term.*** The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a)

payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1.

**SECTION 5.4. *Making Minimum Investment.*** If the aggregate investment in the Project during the Investment Period does not equal or exceed \$8,000,000, then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and, within 90 days of the end of the Investment Period, a deficiency payment shall be made to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section, plus interest at the same rate assessed for non-payment of ad valorem taxes. If the investment in the Project by one of the entities comprising the Company or by a Sponsor Affiliate, either alone or, if applicable, combined with the other investments in the Project, does not satisfy the minimum investment requirements of Section 12-44-130 of the Act, then that portion of the Project property owned by such Sponsor Affiliate shall revert retroactively to ad valorem taxation as required under the Act and, within 90 days of the end of the Investment Period, such Sponsor Affiliate shall make a deficiency payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made with respect to that portion of the Project property owned by such Sponsor Affiliate and the total retroactive amount referred to in this Section with respect to the same, plus interest at the same rate assessed for non-payment of ad valorem taxes.

**SECTION 5.5. *Maintaining Minimum Investment.*** If at any time during the term of this Fee Agreement following the period of time in which the minimum investment must be made under the Act, the investment of any entity comprising the Company or of any Sponsor Affiliate, based on income tax basis without regard to depreciation, falls below such minimum investment level, such entity shall no longer qualify for the Payments-in-Lieu-of-Taxes provided herein if and as provided in Section 12-44-140(C) of the Act.

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 6.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

## ARTICLE VII

### EFFECTIVE DATE

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE VIII

### SPECIAL COVENANTS

**SECTION 8.1. *Confidentiality.*** The County acknowledges and understands that the Company or any Sponsor Affiliate may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company or any Sponsor Affiliate to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company or any Sponsor Affiliate to obtain judicial or other relief from such disclosure requirement.

### **SECTION 8.2. *Indemnification Covenants***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project if the County or any of its members, officers, agents

or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 8.3. *Assignment and Leasing.*** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's or any Sponsor Affiliate's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company, any such Sponsor Affiliate or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment of all or part of their respective interests in the Project and/or this Fee Agreement among the Operating Company, the Other Companies, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, The Paul Revere Life Insurance Company, The Paul Revere Variable Annuity Insurance Company, First Unum Life Insurance Company, and any other Sponsor Affiliates. The County agrees that the County Council can provide any required consent by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

**SECTION 8.4. *Sponsor Affiliates.*** The Company may designate from time to time additional Sponsor Affiliates pursuant to the provisions of Section 12-44-30(19) and Section 12-44-130 of the Act, which Sponsor Affiliates shall be entities which may join with the Company to make investments with respect to the Project, or which may participate in the financing of such investments, and which agree to be bound by the terms and provisions of this Fee Agreement. The County hereby expressly consents to and approves the designation as Sponsor Affiliates of each of the entities defined as such in Section 1.3 hereof. All other Sponsor Affiliates which otherwise meet the requirements of Section 12-44-30(19) and Section 12-44-130 of the Act must be approved by resolution of the County Council and must execute a Joinder Agreement, in substantially the form attached hereto as Exhibit C, by which a Sponsor Affiliate agrees to be bound by terms of this Fee Agreement.

The Company shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate designated pursuant to this Section within 90 days after the end of the calendar year during which any such Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Act.

## ARTICLE IX

### EVENT OF DEFAULT AND REMEDIES

**SECTION 9.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a)), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 9.2. *Remedies on Default.*** Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least thirty (30) days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes. The County’s right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of the South Carolina Code.

**SECTION 9.3. *No Additional Waiver Implied by One Waiver.*** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE X

### OPTION OF THE COMPANY

**SECTION 10.1. *Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof, and a Sponsor Affiliate may terminate this Fee Agreement with respect to its Project property. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within the date which is sooner of (i) the due date otherwise applicable under this Fee Agreement or (ii) 90 days of termination.

## ARTICLE XI

### MISCELLANEOUS

**SECTION 11.1. *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company or  
any Sponsor Affiliate:

**[Insert information]**

If to the County:

Richland County, South Carolina  
J. Milton Pope  
County Administrator  
2020 Hampton street  
Columbia, SC 29204

With a copy to:

Ray E. Jones  
Parker Poe Adams & Bernstein LLP  
1201 Main Street



Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 11.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County, the Company and the Sponsor Affiliates and their respective successors and assigns.

**SECTION 11.3. *Invalidity and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company and the Sponsor Affiliates shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company and the Sponsor Affiliates hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

**SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement as *ad valorem* taxes.

**SECTION 11.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action

may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 11.8. *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.9. *Filings.***

(a) The Company and the Sponsor Affiliates shall provide the Richland County Auditor with a copy of all annual filings made by the Company and the Sponsor Affiliates to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the Richland County Auditor, the Richland County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company and the Sponsor Affiliates may designate with respect to any filings delivered to the County segments thereof that the Company or any Sponsor Affiliate believes contain proprietary, confidential or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or any Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments.

**SECTION 11.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.11. *Further Assurance.*** From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY and UNUM LIFE INSURANCE COMPANY OF AMERICA, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

**ATTEST:**

\_\_\_\_\_  
Clerk

**UNUM GROUP**

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

**COLONIAL LIFE & ACCIDENT INSURANCE COMPANY**

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

**UNUM LIFE INSURANCE COMPANY OF AMERICA**

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

**Executing as approved Sponsor Affiliates:**

**PROVIDENT LIFE AND ACCIDENT  
INSURANCE COMPANY**

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

**PROVIDENT LIFE AND CASUALTY  
INSURANCE COMPANY**

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

**THE PAUL REVERE LIFE INSURANCE  
COMPANY**

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

**THE PAUL REVERE VARIABLE ANNUITY  
INSURANCE COMPANY**

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

**FIRST UNUM LIFE INSURANCE COMPANY**

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

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

1200 Colonial Life Boulevard, 1201 Averyt Avenue, 1221 Averyt Avenue, and 1235 Averyt Avenue, Columbia, SC 29210

## **EXHIBIT B**

### **DESCRIPTION OF SITES**

The initial Site is as follows:

1200 Colonial Life Boulevard, 1201 Averyt Avenue, 1221 Averyt Avenue, and 1235 Averyt Avenue, Columbia, SC 29210

On or about May 15, 2010 and each May 15 thereafter during the term of this Fee Agreement, the Company or Sponsor Affiliates, as applicable, shall, in the event that one or more of them elect to add or relocate any Sites in the County during the calendar year ending the preceding December 31, provide schedules or supplements reflecting such added or relocated Sites, which schedules or supplements shall become part of this Fee Agreement.

**EXHIBIT C**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement dated \_\_\_\_\_, 2009 (the "Fee Agreement") between Richland County, South Carolina (the "County") and Unum Group, Colonial Life & Accident Insurance Company and Unum Life Insurance Company of America (collectively, the "Company") and (ii) that certain Resolution dated \_\_\_\_\_, 20\_\_ (the "Resolution") of the Richland County Council.

**1. Joinder to Fee Agreement.**

The undersigned hereby (a) joins as a part to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance with Section 8.4 of the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County pursuant to the Resolution; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

**2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

**3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
UNUM GROUP

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



# Richland County Council Request of Action

**Subject**

An Ordinance authorizing the execution and delivery of an agreement to provide for the modification and termination of certain incentive arrangements between Richland County and Project Charleston and one or more affiliated entities; and related matters **[PAGE 270]**

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

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO PROVIDE FOR THE MODIFICATION AND TERMINATION OF CERTAIN INCENTIVE AGREEMENTS BETWEEN RICHLAND COUNTY AND PROJECT OLIVE AND ONE OR MORE AFFILIATED ENTITIES; AND RELATED MATTERS.

# Richland County Council Request of Action

**Subject**

Building Codes Board of Adjustments and Appeals-3

# Richland County Council Request of Action

**Subject**

Employee Grievance Committee-2

# Richland County Council Request of Action

**Subject**

Richland County/City of Columbia Animal Care Advisory Committee-1

# Richland County Council Request of Action

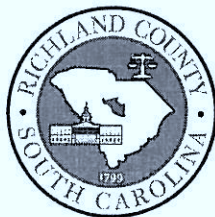
**Subject**

Internal Audit Committee-1

# Richland County Council Request of Action

**Subject**

Planning Commission-1 [PAGES 276-311]



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

**Applicant must reside in Richland County.**

Name: **Gary J. Atkinson**

Home Address: **109 Pebble Creek Road, Chapin, SC 29036 Richland County Dist 1**

Telephone: (home) **(803) 345-5306 or (803) 345-7789** (cell) **(828) 280-6670**

Office Address: **Same**

Email Address: **gary.atkinson@volvo.com**

Educational Background: **AAS & BS, Milwaukee School of Engineering, 1974**

Professional Background: **Employed by Volvo Construction Equipment, Asheville, NC (28 yrs.)**

Male **X**

Age: **58 yrs.**

Name of Committee in which interested: **Planning Commission**

Reason for interest: **I am a 23 year resident of Richland County and am interested in the organized and planned growth of the county. I am currently serving with the Conservation Commission and would prefer to get more directly involved with establishing the growth plans for the county.**

Your characteristics/qualifications, which would be an asset to the Commission:

**I have a wide range of experience in construction and development projects but am also conservation-minded. I am a longtime resident of Richland County and have much hands-on experience in most areas of the county as a volunteer senior reserve deputy with Richland County Sheriff's Department (5+ yrs). I also travel extensively in the Southeast and have much experience with development projects and techniques throughout the region.**

Presently serve on: **Richland County Conservation Commission (3+ yrs.)**

Recommended by Council Member(s): **Bill Malinowski & Kit Smith**

Hours willing to commit each month: **Approximately twenty (20) hours or more as required.**



**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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

**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 board?

No **X**

If so, describe: *I have no business, financial or personal interest that would conflict with the activities of the Richland County Planning Commission.*

 \_\_\_\_\_ **JUNE 22, 2009**  
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 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

Name: Shirley R. Belton Dist. 9

Home Address: 72 Inway Drive Columbia, SC 29223

Telephone: (home) 803-788-4889 (work) 803-898-5688

Office Address: 301 Gervais Street, Columbia, SC 29201

Educational Background: B.S. Degree in Business Adm.

Professional Background: Worked 27 yrs at Comptroller Generals Office

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

Dept. of Revenue  
3 yrs 9 mo.

Name of Committee in which interested: Planning, Zoning, etc.

Reason for interest: I've been working with county officials in all 46 counties and have always been interested in how districts lines and neighborhood planning comes into play.

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

Knowledgeable about county govt. Worked closely with Auditors, Treasurers & Tax collectors, and also Assessors from counties.

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? I get along with all kinds of people

Recommended by Council Member(s): with different backgrounds in public and private sectors.

Hours willing to commit each month: as often as needed.

CONFLICT OF INTEREST POLICY

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**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 board?

Yes \_\_\_\_\_ No ✓

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

*A. H. Kelley Bell*  
Applicant's Signature

6-17-09  
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 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

Name: C. David Tuttle Dist 9
Home Address: 115 LAKE CAROLINA Blvd.
Telephone: (home) 803 518-1598 (work) 803 461-0902
Office Address: 300 Long Pointe Lane, Suite 200 Columbia, SC 29229
Educational Background: B.S. USC School of Business (Real Estate)
Professional Background:

Male [x] Female [ ] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: Planning Commission

Reason for interest: I would like to see Richland County grow responsibly. Having spent most of my life here, I think it is important for the county

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I have spent my adult life as a real estate sales agent, a home builder, a developer and a business owner. I bring a varied perspective

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s): VAI Hutchinson, Kelvin Washington

Hours willing to commit each month: As Needed

CONFLICT OF INTEREST POLICY

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**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 board?

Yes  No

If so, describe: I AM President of LAKE CARDINAL AND Vice president of Impired Communities; both Rent estate development companies.

  
Applicant's Signature

6/2/09  
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 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

Name: Howard J. van Dijk Dist 9
Home Address: 110 Belle Grove Circle Columbia SC 29229
Telephone: (home) 803-788-9559 (work) 803-865-1216 ext 128
Office Address: 900 Clemson Rd, Po Box 102406, Columbia SC 29224
Educational Background: Agriculture, Science, Emergency Preparedness
Professional Background: County Extension Agent - Animal Scientist
Male [x] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [x]
Name of Committee in which interested: Planning Commission
Reason for interest: Interested in helping to plan and coordinate the use of County Resources and Needs, growth and development.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: As an Extension Agent for 22 years I have heard many ideas from citizens across the counties, both economic growth and resource conservation.
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give?
Recommended by Council Member(s): Val Hutchinson
Hours willing to commit each month: 5-10 or as required / I am retiring.

CONFLICT OF INTEREST POLICY

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**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 board?

Yes \_\_\_\_\_ No No

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

Heward Juan Dijk  
Applicant's Signature

6/17/09  
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 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

Name: David C. Wylie Dist 1
Home Address: 213 Lake Front Drive, Columbia, SC 29212
Telephone: (home) 803-407-9899 (work) 803-936-4267
Office Address: 724 Knox Abbott Drive, Cayce, SC 29033
Educational Background: 1973 grad Clemson University, B.A. Political Science; 1969 Chester (SC) High
Professional Background: Since 1981, Farm Bureau Insurance - Products, Underwriting, Agency positions over
Male [x] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [x]

Name of Committee in which interested: Planning Commission
Reason for interest: Local government has always interested me. An opportunity to serve and hopefully influence orderly growth of land is appealing. Interested in land use due to property ownership and property insurance background.
Your characteristics/qualifications, which would be an asset to Committee/Board/Commission:

Knowledge of local and state government law-making gained from lobbying activities at state House for employer for 12 years; Knowledge of home, farm and business insurance

Presently serve on any County Board/Commission/Committee? NO
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: 8-10 hours monthly

CONFLICT OF INTEREST POLICY

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**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 board?

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

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

David M. Mc...  
Applicant's Signature

22 June 2009  
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 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

Name: THOMAS A. BOLAND, SR. (Tom) Dist 2
Home Address: 411 BALLY BUNION LANE COLUMBIA, SC 29229
Telephone: (home) (803) 788-7736 (work) (803) 898-9501
Office Address: 3150 HARDEN ST.

Educational Background: BA, MA, LAW DEGREE
Professional Background: STATE ATTORNEY, FORMER URBAN PLANNER

Male [X] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [X]

Name of Committee in which interested: PLANNING

Reason for interest: I have BA & MA Degree in Government, work experience in local government

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: Extensive leadership experience, governmental and administrative work and legal experience, dedicated worker.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: as many as necessary - will be retired as of 30 AUG 09 and will have time to devote to duties of the position.

CONFLICT OF INTEREST POLICY

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**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 board?

Yes \_\_\_\_\_ No X \_\_\_\_\_

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

Thomas A. Balch, Jr. 6-19-09  
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 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	



**Colonel Thomas A. Boland, Sr.**  
United States Army Reserve (Ret.)  
411 Bally Bunion Lane  
Columbia, SC 29229

Telephone (803)788-7736

[colusar1@hotmail.com](mailto:colusar1@hotmail.com)

June 19, 2009

Richland County Planning Commission  
% Ms. Suzie Haynes  
2020 Hampton Street  
Columbia, SC 29202

RE: Application to serve on Planning Commission

Dear Ms. Haynes:

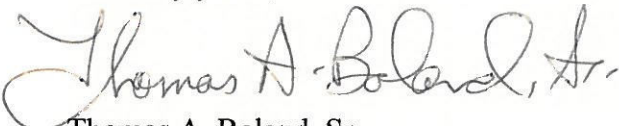
Attached is a copy of my resume for consideration to serve on the Planning Commission panel.

I have extensive governmental, legal and practical work experience in the areas of planning and zoning issues that may come before the county planning commission. I am willing to volunteer my time and efforts to serve in this public service position.

I am currently employed as a State Attorney with the South Carolina Department of Social Services. However, I am in the TERI Retirement Program and will be retiring at the end of August 2009 from employment with the State of South Carolina.

Thank you for your assistance in having my application considered. Please let me know if you require any additional information.

Sincerely yours,

  
Thomas A. Boland, Sr.

**Resume of  
Thomas A. Boland, Sr.**

**Office:** South Carolina Department of Social Services  
Child Support Enforcement, Columbia II  
Post Office Box 1270  
Columbia, South Carolina 29201

**Telephone Numbers:** Office - (803) 898-9501  
Home - (803) 788-7736  
Fax - (803) 898-9465  
Cell- (803) 210-5510

**EMPLOYMENT**

**Legal**

- 6-95/Present     **South Carolina Department of Social Services, SCDSS, Columbia & Florence, South Carolina:**  
Served as Staff Attorney, Assistant General Counsel and Deputy General Counsel in the State Office in Columbia, South Carolina. Represented the South Carolina Department of Social Services in prosecution of child abuse and neglect cases, termination of parental rights, adoptions and license revocation actions. Defended the State Agency in civil actions, advised the State Agency Director and Department heads in matters related to the areas of personnel, employment and contract law and other legal matters. Transferred to the SCDSS Child Support Enforcement Division in July 1997 to serve as Region IV State Attorney. Represent the State Agency in Child Support Enforcement actions. Transferred back to Columbia II office May 2004 to represent State in Richland County CSE cases. Admitted to practice in the United States Supreme Court, United States 4th Circuit Court of Appeals, United States District Courts for South Carolina, United States Court of Military Appeals, Supreme Court of South Carolina, and all other State courts. Certified Circuit Court Civil Mediator. Attended the National Institute of Trial Advocacy.
- 10-92/06-95     **General Practice of Law, Conway, South Carolina:**  
Private practice of law in the areas of governmental and administrative law, to include representing clients before the planning commission and the zoning board of adjustment. Also practiced in the areas of personal injury, criminal defense, real estate, domestic relations and debt collection. Performed all title searches and certifications for Phase I of the Conway By-pass/ Veterans Highway construction project developed by the SC Department of Transportation.
- 01-90/10-92     **County Attorney, Horry County, A Body Politic, Conway, South Carolina:**  
Full-time legal counsel for Horry County, South Carolina (home of Myrtle Beach, SC). Advised the county council, county administrator, department heads and other county elected officials (Treasurer, Auditor, Probate Judge and Clerk of Court) in legal matters related to the operation of County Government and represented the County in all legal actions filed by or against county government.
- 05-79/01-90     **General Practice of Law, Orangeburg, South Carolina:**  
Private practice of law in areas of domestic relations, personal injury, workmen's compensation, criminal defense, social security, and real estate. Served as the Public Defender for Orangeburg County.
- 09-88/07-89     **Wells American Corporation, Columbia, South Carolina:**  
Corporate Counsel for a computer manufacturer. The company had 125 employees and sales of over \$8 Million. I advised the Chairman, the President and other Corporate Officers on matters related to Copyrights, Trademarks, personnel, labor, OSHA and contract law.

**Other Professional**

- 03-74/08-76     **Tri-County Commission of Alcohol and Drug Abuse; Orangeburg, South Carolina:**  
Executive Director of three-county program. The program included a medical detoxification center, a halfway house, an Alcohol Safety Action Program, counseling, and court intervention programs. Developed budgets, grant applications and supervised a staff of over 30.
- 01-73/03-74     **Lower Savannah Regional Planning and Development Council; Aiken, South Carolina:**  
Community Planner. Developed plans for land use, transportation, historic preservation, recreation, capital improvement budgets, land use, zoning and subdivision regulations.
- 09-70/08-71     **Augusta-Richmond County Planning, Commission; Augusta, Georgia:**  
Community Planner, developed plans for land use, recreation, housing codes, zoning ordinances, subdivision regulations and transportation planning.



**Teaching**

Visiting/Adjunct Professor:

**University of South Carolina**, Salkehatchie Campus, taught graduate level course in State and Local Government.

**South Carolina State College**, Orangeburg, South Carolina; taught under graduate level course in State and Local Government.

**Orangeburg-Calhoun Technical College**, Orangeburg, South Carolina; taught course in Criminal Law.

**Limestone College**, Gaffney, South Carolina (Orangeburg Campus); taught course in Business Law.

**EDUCATION**

**University of South Carolina School of Law**, Columbia, South Carolina; Juris Doctor, Dec. 1978.

**California State University**, Sacramento, California; Master's Degree in Government, Jan. 1974.

**Sacramento State College**, Sacramento, California; Bachelor's Degree in Government, Aug. 1970.

**Orange Coast Junior College**, Costa Mesa, Calif., Associate Degree-Social Science, June, 1969.

**MILITARY**

**United States Marine Corps**, Non-Commissioned Officer- served in Vietnam- Honorable Discharge

**United States Army Reserve**, Colonel (Top Secret Clearance-SCI) Retired 1Jan. 03

**Military Schools**

Infantry Officer's Basic Course, 8-78; Infantry Officer's Advanced Course, 2-81; Judge Advocate General's Basic Course, 7-81; Emergency Preparedness Course, 8-81; Adjutant General's Personnel Administration Advance Course, 4-83; NBC Basic Defense Course, 9-83; Battalion Training Management System (BTMS) 1984; Civil Affairs Officer's Advanced Course (Distinguished Graduate) 4-87; Command and General Staff College, 3-88; Airborne School, 10-99.

**Served in the following capacities:**

Asst. Co. Cdr., B-8-2 (BT), Ft Jackson, SC, 6-79/8-79; Co. Cdr. (OS), 175th Maint. Co.(DS), Ft Jackson, SC, 12-78/11-80; MOBDES, Emergency Preparedness Agency, Orangeburg, SC, 8-80/12-81; Co. Cdr., (OS), 460th Repl. Det.(REG), Florence, SC, 12-81/11-83; Co. Cdr., HHQ Co., 360th CA BDE, Columbia, SC, 12-83/9-85; Project Officer, Grenada School Revitalization Project, Grenada, W.I.; Asst. Labor Relations Officer, 360th CA BDE, 9-85/4-86; Asst. Public Welfare Officer, 360th CA BDE, 4-86/9-92; "Operation Desert Shield/Storm", 12-90/3-91(Operations Officer XVIII ABN Corps, 12-90/1-91 & S-5, 503d MP BN (ABN), 1-91/3-91); Public Welfare Officer 360th CA BDE, 9-92/9-93; Chief, Tactical Planning Team-B, 9-93/9-94; "Operation Uphold Democracy"-Haiti, (S-5, 16<sup>th</sup> MP BDE (ABN), 9-94/12-94; Executive Officer, Tactical Planning Teams Detachment, 1-96/6-96; Chief/Cdr., 450th Civil Affairs Battalion (ABN) (-), "Operation Joint Endeavor", Bosnia, 6-96/1-97 (G-5, 1UK ARMD DIV); Chief Tactical Planning Team, 360th CA BDE, 1-97/5-98; Chief, Special Operation Command Central, Operations Planning Team (SOCCENT OPT), 352d Civil Affairs Command, Riverdale, MD, 5-98/1-00; Chief, Civil-Military Operations Center Team., 360<sup>th</sup> Civil Affairs Bde., 1-00/09-00; Commander, Corps Support Detachment, 360<sup>th</sup> Civil Affairs Bde., 09-00/10-02; Deputy Commander, 360<sup>th</sup> Civil Affairs Bde., 10-02/01-03.

**Military Medals/Decorations/Citations:**

Legion of Merit\*Bronze Star Medal \* Defense Meritorious Service Medal \* Meritorious Service Medal (1 OLC) \* Army Commendation Medal (3OLC) \* Joint Services Achievement Medal \* Army Achievement Medal (3OLC) \* Republic of Vietnam Campaign Ribbon \* Humanitarian Service Medal (1 OLC)\* Army Reserve Component Overseas Training Ribbon (4)\* National Defense Medal (2 BSS) \*Army Service Ribbon \* Good Conduct Medal (USMC) \*Army Reserve Component Achievement Medal (40LC) \* Vietnam Service Medal \* Overseas Service Ribbon \* Southwest Asia Campaign Ribbon (Desert Storm) \* Armed Forces Reserve Medal (M Device, 3, HG) \* Kuwait Liberation Ribbon (SA) \* Kuwait Government Liberation Ribbon \* NATO Medal \* Joint Meritorious Unit Award \* Republic of Vietnam Gallantry Cross \* Republic of Vietnam Civic Action Ribbon \* Presidential Unit Citation (USMC)\* Armed Forces Expeditionary Medal (1BSS) \* Armed Forces Service Medal \* Vietnam Presidential Unit Citation \* Military Outstanding Volunteer Service Medal\* Parachutist Badge\*

**CIVIC AND COMMUNITY LEADERSHIP EXPERIENCE**

Past/Present

City Councilman, Orangeburg, South Carolina; House of Delegates, South Carolina Bar; Ethics Advisory Committee, South Carolina Bar; President, Orangeburg County Bar Association; Chairman, Penal Modernization Committee, South Carolina Bar Association; Vice President, Public Defenders Association of South Carolina; Treasurer, SC Association of County Attorneys; Treasurer, Horry County Bar Association; Chairman, Board of Directors, Orangeburg-Calhoun Law Enforcement Commission; President, Public Defender Corporation of Orangeburg County; Commander, American Legion Post 4; President, Orangeburg County Historical Society; Board of Directors, Orangeburg Attention Home for Boys and Girls; Kiwanis Club; Marine Corps League.

**HOME ADDRESS**

Thomas A. Boland, Sr.  
411 Bally Bunion Lane  
Columbia, SC 29229  
(803) 788-7736  
colusar1@hotmail.com





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Roy BULLINGER Dist. 9

Home Address: 104 HARWELL DR

Telephone: (home) 803 865 7979 (work) 803 238 6830 CELL

Office Address: (SAME)

Educational Background: BS BA, SEMI UNIVERSITY, NORTHWESTERN, M.M. KELLOGG SCHOOL OF BUSINESS,

Professional Background: 70-2001 CORP EXECUTIVE // 2003-PRESENT SMALL BUSINESS OWNER

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

Name of Committee in which interested: PLANNING PANEL

Reason for interest: I SEE THE NEED FOR GOOD PLANNING AS A RESIDENT AND SMALL BUSINESS OWNER

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: BROAD BUSINESS BACKGROUND

Presently serve on any County Board/Commission/Committee? FORMER WILDEWOOD V HOME OWNERS BOARD

Any other information you wish to give? CAN PROVIDE COMPREHENSIVE RESUME

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 4-8

CONFLICT OF INTEREST POLICY

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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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

**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 board?

Yes  No

If so, describe: TOWN A SMALL BUSINESS ON TWO NOTCH  
IN SPRING VALLEY

[Signature]  
Applicant's Signature

6/23/09  
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 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**

Name: Susan Cutter Dist. 8  
Home Address: 216 Northlake Road  
Telephone: (home) 699 7907 (work) 777-1590  
Office Address: USC- Dept of Geography  
Educational Background: Ph.D.  
Professional Background: USC faculty since 1993 - geographer  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Planning Commission  
Reason for interest: thought my skill set might be useful to the county as they try to maintain the quality of life for the residents.  
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:  
Understand GIS, and the dynamics of land use and growth, general interest in improving quality of life  
Presently serve on any County Board/Commission/Committee? NO  
Any other information you wish to give? NO  
Recommended by Council Member(s): NO  
Hours willing to commit each month: 10+

**CONFLICT OF INTEREST POLICY**

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**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 board?

Yes \_\_\_\_\_ No   X  

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

Susan Putter  
Applicant's Signature

6-22-09  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
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Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file





PLEASE NOTE:  
I will be out of state  
from 6/22 through 7/6/09.  
Ref

APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Name: Richard E. Foster Dist 9

Home Address: 124 Wood Fox Dr.

Telephone: (home) 803 865 0206 (work) Ret.

Office Address: N/A

Educational Background: BS/MA in Economic Geography - Ohio State Univ.

Professional Background: SEE bottom of page \*

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

Name of Committee in which interested: PLANNING

Reason for interest: THE AREA IS CONSISTANT WITH MY ACADEMIC BACKGROUND,  
15 YEARS OF THE SUBJECT MATTER, AND PRIOR WORK EXPERIENCE.

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

QUALIFIED AS ABOVE & MAKE NO THING LESS THAN A 100% COMMITMENT TO ANY TASK I TAKE ON!

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): REQUESTION FROM COUNCILWOMAN HADLUNSDU.

Hours willing to commit each month: ALL REGULAR AND SPECIAL MEETINGS. THE TIME NECESSARY TO RESEARCH AREAS OF INTEREST.

CONFLICT OF INTEREST POLICY

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\* FACULTY OF OHIO STATE UNIVERSITY TEACHING GRADUATE LEVEL CLASSES IN URBAN AND TRANSPORTATION GEOGRAPHY. THIS WAS FOLLOWED BY 1 1/2 YEARS AS A SENIOR PLANNER FOR THE STATE OF INDIANA PRIOR TO ENTERING PRIVATE SECTOR EMPLOYMENT.

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.

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**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 board?

Yes \_\_\_\_\_

No  \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Applicant's Signature

Date

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**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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**Applications are current for one year.**

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

19 Jun5 2009

Councilwoman Val Hutchinson,


Attached is the application I've submitted for the volunteer position that the Council is seeking to fill on the planning commission. My academic background and a period of public sector employment as a Senior Planner for the State of Indiana suggests that I would not be completely misplaced in a volunteer role.

In the section of the application that calls for referral of Council Member I have entered your name. Your support this application would be welcome.

In the event that fellow Council members have not been asked to support a particular applicant, please share my interest and background with them.

I will be in Seattle from 22 June until 6 July.

Thank you.

  
Richard E. Foster  
124 Wood Fox Dr  
Elgin, SC 2904





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

Name: LISA GIESKES Dist 3  
Home Address: 2118 WINSOR HILLS DR., COLUMBIA, SC 29204  
Telephone: (home) (803) 479-5826 (work) \_\_\_\_\_  
Office Address: CA JOHNSON PREPARATORY ACADEMY - RCSD 1  
Educational Background: B.S., M.L.I.S.  
Professional Background: LIBRARIAN  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: PLANNING COMMISSION  
Reason for interest: I CARE ABOUT THE QUALITY OF LIFE IN THE COUNTY.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:  
HIGHLY EDUCATED, MOTIVATED, HARD-WORKING, TEAM PLAYER -  
TRAINED IN GIS MAPPING, PAST EXPERIENCE WITH TRANSPORTATION PLANNING.  
Presently serve on any County Board/Commission/Committee? NO  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: 10-20

**CONFLICT OF INTEREST POLICY**

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**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 board?

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

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

Wm Greider  
Applicant's Signature

6/3/09  
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 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

Name: Clifton Hicks Dist 2
Home Address: 127 Broadmoor Rd. Blythewood, S.C. 29016
Telephone: (home) (803) 691-2209 (work) (803) 237-9236
Office Address: Same as home address
Educational Background: B.S. Political Science Presbyterian College 1998
Professional Background: 10 years of Sales and Marketing
Male [checked] Female [ ] Age: 18-25 [ ] 26-50 [checked] Over 50 [ ]
Name of Committee in which interested: Planning Commission
Reason for interest: I see volunteering as an essential life experience and I would like to represent my community.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I have a well rounded educational and professional experience that promotes leadership in a team environment.
Presently serve on any County Board/Commission/Committee? NA
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: At least 10 hours

CONFLICT OF INTEREST POLICY

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**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 board?

Yes \_\_\_\_\_

No  \_\_\_\_\_

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

*[Handwritten Signature]*  
Applicant's Signature

6-22-2009  
Date

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Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

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**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

Name: Nancy Kaufman Dist 2
Home Address: 404 Holly Ridge Lane, Columbia, SC 29229
Telephone: (home) 419-8183 (work) 419-8183
Office Address: Same
Educational Background: Ph.D.
Professional Background: Arbitrator, Mediator, retired university faculty - tenured
Male [ ] Female [x] Age: 18-25 [ ] 26-50 [ ] Over 50 [x]
Name of Committee in which interested: Planning
Reason for interest: I would like to provide some service to the community I've enjoyed for the past 10 years.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: My teaching, presenting, writing, and mediation skills may be useful to the committee.
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give? full resume attached
Recommended by Council Member(s):
Hours willing to commit each month: to be discussed

CONFLICT OF INTEREST POLICY

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### 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 board?

Yes \_\_\_\_\_ No X \_\_\_\_\_

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

Nancy Kauff  
Applicant's Signature

6/17/09  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

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**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	



**Nancy L. Kauffman, Ph.D.**

**Arbitrator, Mediator**

**Dispute Resolution Services, LLC**

404 Holly Ridge Lane, Columbia, SC 29229

Telephone: 803/419-8183; FAX: 803/419-8184; e-mail: [nancy.kauffman@naarb.org](mailto:nancy.kauffman@naarb.org)

**ARBITRATOR, MEDIATOR** since 1989. Full-time since 7/99.

**EDUCATION:** Ph.D., University of North Texas, Denton, TX (1989); Personnel and Industrial Relations

**ACADEMIC EXPERIENCE:** Associate Professor, The University of North Carolina, Asheville, 7/88 -6/99; tenured (8/95). Courses: Human Resource Management I and II, Employment and Labor Law, Legal and Ethical Environment of Management, Wage and Compensation, Conflict Resolution (including mediation skills).

**PROFESSIONAL EXPERIENCE:**

Sixteen years as a Personnel professional in service industries and public employment, including seven years in equal employment opportunity for a university, including mediation. Experience includes computer application of human resource management. Also see Mediation appointments, below.

**PROFESSIONAL ASSOCIATIONS (Selected):**

American Bar Association, Dispute Resolution Associate (1995-1999), Labor arbitration subcommittee vice-chair (1996-97)

Association for Conflict Resolution (previously SPIDR) national member; charter member of South Carolina ACR (2007) and board member since 2008.

Industrial Relations Research Association (IRRA) national member; South Atlantic Chapter, IRRA, president 1994-96

National Academy of Arbitrators (NAA) member, October 2004 -; History Chair May 2005 - 2010 (usual term is 3 years). NAA SE Program Chair 2006, 2007

National Association of Railroad Referees (NARR) member (2002 - 2005)

**ARBITRATION/MEDIATION/HEARINGS BOARD APPOINTMENTS:**

American Arbitration Association: (1) Labor Arbitrator Panel; (2) Sexual Harassment Factfinder, national panel; (3) Employment Panel, arbitrator for a 5-state region (NC, SC, TN, AL, GA); (4) Employment Panel, (5) mediator for the same 5-state region; (6) mediator, GSA-EEO.

Asheville Civil Service Board: One of five members who hear grievances from City employees. Decisions may be appealed to Superior Court (1997-99).

Coal Arbitration Service: arbitrator (8/99 - 1/01; 8/03 - 2/05)

Duke University: Exempt and Non-Exempt Termination Panels, permanent arbitrator

Federal Mediation and Conciliation Service: arbitrator

Key Bridge Foundation: ADA mediator

National Mediation Board: arbitrator; attended training for railroad industry 9/02

New York Stock Exchange: arbitrator (employment); mediator (employment)

North Carolina Superior Court Mediated Settlement Conferences; certified mediator

US Forest Service: Mediator on an ad hoc basis

U.S. Postal Service and National Association of Letter Carriers: Eastern Region (1991-1999); Southeast and Southwest Region (1997-2004), Labor Arbitrator

Warner Robins Air Logistics Center and American Federation of Government Employees, Expedited Panel, Labor Arbitrator (2/99-10/01)

## **MEDIATION TRAINING**

North Carolina Superior Court Mediated Settlement Conference Training, 48 contact hours, June, 1995; provided by The Mediation Center, Asheville, NC; certified mediator (1998).

Mediating ADA claims, Key Bridge Foundation and funded by the U.S. Department of Justice, Charlotte, NC, May 4, 1997; Chicago, May 1, 2003; online June 2008.

Mediating Workers Compensation claims, National Business Institute, Raleigh, NC, October 14, 1997.

Workers Compensation, North Carolina Bar Foundation, Asheville, NC, October 23-24, 1998.

## **MEDIATION EXPERIENCE**

American Arbitration Association's mediation: plant maintenance (1998); protection services (1999), civil rights (2001), discharges (2001), discharge (2 cases) (2003)

Department of Justice (through Key Bridge): ADA (2000 to present): disabilities included mobility impaired, profound hearing loss, deteriorating vision, multiple disabilities.

Department of Labor: May 2003 - Complex mediation involving 3 government agencies (federal, state, region within state) and 2 organizations with 6 named plaintiffs representing 20,000 affected workers.

EEOC: (15 in 1999-2000); issues included race, disability, age, retaliation, sexual harassment. Federal Agency (pilot project): work duties; suspension (2002)

Federal Bureau of Prisons: race (2000).

Federal organization: Completed approximately 80 hours of complex, transformative mediation for a federal organization in North Carolina (1997)

U.S. Forest Service: Workplace conflict (since 2003)

Taught mediation as part of the conflict Resolution course at UNCA (each fall)

Mediated over 60 disputes during the years as a Human Resource professional.

Faculty Conciliator for the 1995-96 (22 cases) and 1998-99 academic years; alternate for 1997-98.

#### **SELECTED PUBLICATIONS:**

Kauffman, "The War Years and The Willard Years: A Memoir of William H. Kauffman, M.D." 2003; lulu.com 2<sup>nd</sup> edition, 2009

Kauffman, "ADR in South Africa," International Journal of Human Resources and Industrial Relations, Fall, 2000.

Kauffman and Massey, Human Capital Applications Using Office 2000, (Software, Student Manual, Instructor's Manual) Prentice Hall, 1999

Kauffman and Davis, "What Type of Mediation Do You Need?" Dispute Resolution Journal, May, 1998: 8-14.

Case synopses, on-line, ABA Dispute Resolution Section, March and May, 1998.

Kauffman, Miller, and Ivey, "Affirmative Action and the White Male in America," The Labor Law Journal, November, 1995: 692-698



Kauffman, VanIwaarden, and Floyd, "The Effect of Values and Demographics on Case Decisions," The Labor Law Journal, January, 1994: 49-54.

Kauffman, "Motivating the Older Worker," SAM Advanced Management Journal, Spring, 1987.

**PRESENTATIONS:**

Panel member, "Women in ADR," American Arbitration Association's Neutrals' Retreat 1998, Orlando, FL, October 10, 1998

"Types of Mediation," Southern Industrial Relations Human Resource Conference, Lexington, KY, October 24, 1997

"Co-existing with Unions," N.C. Chapter of International Personnel Management Association, Asheville, September 11, 1995.

Kauffman, Miller, and Ivey, "Affirmative Action and the White Male in America," Southern Academy of Legal Studies in Business, March, 1995, Houston, Texas; Southern Regional Industrial Relations Academic Seminar, Morgantown, WV, October 15, 1994.

Kauffman, Ashbridge, and Floyd, "The Effect of Values and Demographics on Case Decisions," National Academy of Arbitrators, Region 9 (Ohio and Kentucky), Cleveland, OH, April 17, 1993; National Academy of Arbitrators, Southeast Region, preconference workshop, Atlanta, GA, February 26, 1993.

Panel member, "The Aging Labor Force: Curriculum Issues and Linkages with Private Sector Training," Human Resource Management portion, Association for Gerontology in Higher Education, Louisville, KY, March 4, 1993.

"Sexual Harassment" and "ADA" information presented to Southeast Regional managers of Porta-medica, December 14, 1992.

**PROFESSIONAL SERVICE:**

National Academy of Arbitrators - Chair, History Committee, May 2005 - present; Fall Education Conference (Savannah, GA), member of host committee, October 2005; Southeast Regional meeting (Orlando, FL), Program Chair, February 2006.

South Carolina Labor-Management Conference, Board Member 2004 - 2007

South Carolina Council for Conflict Resolution, Board Member, 2002 - 2003



Midlands Mediation Network, Columbia, SC; vice-chair 2001- 2003

American Bar Association, Dispute Resolution Section - edit case abstracts for on-line publication, 1998.

Asheville (NC) Civil Service Board, 1997-99. Board member, assisting with evaluating employment and grievance processes and helping to develop integrated systems. Appointed by City Council.

The Mediation Center (Asheville, NC) Board member, 1995-99; Board President 98-99.

American Arbitration Association, Employment ADR, Selection and Advisory Committee (NC, SC, TN, AL, GA), 1996-97.

Southern Industrial Relations-Human Resource Conference, Host, Program Chair, and Proceedings editor; October 3-5, 1996. Conference draws 15 states and the District of Columbia and 30+ colleges and universities.

Elected Faculty Conciliator by Student Government Association 1995-6 and 1998-99 (alternate for 1997-98). Co-Chair of the UNCA Mediation Center Committee, 1996-99.

South Atlantic Regional Industrial Relations Research Association: President, 1994, 1995 (Increased role of the chapter from periodic dinner meetings to a full-day conference once or twice a year). Program Coordinator for regional meetings, Fall, 1991, and Fall, 1992; conference coordinator, April, 1995.

Track Chair, Academy of Management, Southwest Region, for March, 1992. Discussant, Southern Academy of Management, November, 1993 (Conflict resolution); November, 1992 (Compensation).

Reviewer: Academy of Management Review, Academy of Management (both HR and Conflict Resolutions divisions), Southern Management Association, Eastern Academy of Management, Wiley Publishing, West Publishing, HRM Journal, Labor Studies Journal, McGraw Hill



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: MESHELL N. MATNEY, JR Dist 1

Home Address: 2361 WASH LEVER ROAD, CHAPN, SC 29036

Telephone: (home) 803-345-9532 (work) N/A

Office Address: N/A

Educational Background: BACHELOR OF SCIENCE, SOUTHER WESLEYAN UNIV.

Professional Background: RETIRED LAW ENFORCEMENT OFFICER, 32 YEARS OF SERVICE

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

Name of Committee in which interested: PLANNING COMMISSION

Reason for interest: AS A RESIDENT OF RICHLAND COUNTY FOR 36 YEARS, I WOULD LIKE TO ASSURE THE ORDERLY DEVELOPMENT AND GROWTH OF RICHLAND COUNTY. PRESERVE PROPERTY VALUE, ENHANCE ENVIRONMENTAL QUALITY, AND PROMOTE COMMUNITY WELFARE.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I HAVE THE PERSONAL TIME TO DEVOTE TO THE OFFICE. I AM HONEST AND IMPARTIAL TO ANY GROUPS. I HAVE ALWAYS LIVED BY A CODE OF ETHICS AND STANDARDS AS A POLICE OFFICER.

Presently serve on any County Board/Commission/Committee? N/A

Any other information you wish to give? STANDARDS SHOULD BE BASED ON HARMONY WITH THE OVERALL COMMUNITY CONSIDERATION FOR NEIGHBORHOODS AND HIGH QUALITY OF CONSTRUCTION.

Recommended by Council Member(s): N/A

Hours willing to commit each month: AS MANY AS NEEDED

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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

### 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 board?

Yes \_\_\_\_\_ No   X  

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

  
Applicant's Signature

June 18, 2009  
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 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**

Council Motion (Jackson, Malinowski, & Kennedy): To remove from the D&S Committee and present to full Council the funding of Alternate Paving with \$2 million from the Road Maintenance Fee and \$1 million from the CTC bond to fund paving roads in three years max (starting in 2009)

# Richland County Council Request of Action

**Subject**

Broad River Waste Water Treatment Plant Change Order

# Richland County Council Request of Action

**Subject**

Report of Stimulus Ad Hoc Committee

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda

# Richland County Council Request of Action

## **Subject**

- This motion pertains to a recent (June 16, 2009) action of Richland County addressed to Colonial Life Insurance Company terminating payroll deductions for voluntary supplementary insurance policies written by Colonial currently held by County employees, many of which have been in effect for several years. This motion directs the County Administrator to take whatever action is necessary to reverse the action proposed by the County regarding the termination of these payroll deductions for those County employees wishing to have their policies with Colonial Life Insurance remain in force and continue to collect these payments on behalf of Colonial Life. **[PEARCE]**
- A Resolution honoring Jim Hamilton for his 47 years of service to Richland County on the occasion of his retirement **[PEARCE, SMITH]**