



# **RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA**

**APRIL 21, 2009  
6:00 PM**

**CALL TO ORDER**

**HONORABLE PAUL LIVINGSTON, CHAIR**

**INVOCATION**

**HONORABLE KELVIN E. WASHINGTON, SR.**

**PLEDGE OF ALLEGIANCE**

**HONORABLE KELVIN E. WASHINGTON, SR.**

## **Presentations**

1.
  - DHEC Recycling Award Presentation
  - Richland County Recreation Commission \$50,000,000 Bond Status

## **Citizen's Input**

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

## **Approval Of Minutes**

3. Regular Session: April 7, 2009 [PAGES 9-18]

## **Adoption Of The Agenda**

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

4.
  - CMRTA Intergovernmental Agreement
  - HBA vs. Richland County
  - Fire Contract

## **Report Of The County Administrator**

5.
  - Employee Grievances - 3
  - Stimulus Update
  - FY10 Motions List
  - NACO Rx Card Update
  - Farmers' Market Update
  - Public Input Process: Stormwater/Bagging of Leaves

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

## **Report Of The Chairman**

## **Open/Close Public Hearings**

6.
  - A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code Of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000

### **Approval Of Consent Items**

7. 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 amend Subsection (E), Prohibited Signs, and to create a new subsection for the purpose of enforcement [**THIRD READING**][**PAGES 23-25**]
8. A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code Of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000 [**PAGES 27-30**]

### **Third Reading Items**

9. An Ordinance Amending the Fiscal Year 2008-2009 Road Maintenance and Mass Transit Budget Ordinance, so as to reinstate the Mass Transit portion of the Road Maintenance fee and appropriate such increase in funds for Mass Transit [**PAGES 32-33**]
10. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; Section 5 and Section 7 to authorize motor vehicle trade-ins as an allowable deduction; Section 16-19, Appeals; and Section 16-22, Penalties; so as to amend the appeals process and to allow the waiver of penalties in certain limited circumstances [**PAGES 35-39**]
11. An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [**PAGES 41-44**]

### **Second Reading Items**

12. An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration" [PAGES 46-95]
  
13. An Ordinance consenting to an assignment to TRC Propco, Inc. of all rights and obligations of HOLO (SC) QRS 16-91, INC. relative to all interests in real property and improvements, and all personal property, under a lease agreement, an inducement and millage rate agreement and a fee agreement with Richland County and approving related amendments and restatements of the terms and conditions of the existing lease agreement and fee agreement between HOLO (SC) QRS 16-91, Inc. and Richland County to reflect the assignment of such terms and conditions and approving the terms and conditions of a consent and subordination agreement to be entered into among TRC Propco, Inc., its lender and Richland County and matters thereto related [PAGES 97-101]

### **First Reading Items**

14. An Ordinance Adopting a Comprehensive Plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 [PAGES 103-104]

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

15. An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Trane U. S. Inc. (formerly named American Standard Inc.) and matters relating thereto [PAGES 106-132]

### **Citizen's Input**

16. Must Pertain to Items Not on the Agenda

### **Executive Session**

## **Motion Period**

17.
  - Due to the recession delay implementation of reassessment for one year **[JACKSON]**

## **Adjournment**



# **Richland County Council Request of Action**

**Subject**

- DHEC Recycling Award Presentation
- Richland County Recreation Commission \$50,000,000 Bond Status

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# Richland County Council Request of Action

**Subject**

Regular Session: April 7, 2009 [**PAGES 9-18**]

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No



# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, APRIL 7, 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	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington

**OTHERS PRESENT** – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Matthews, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Joseph Kocy, Anna Almeida, Amelia Linder, Brandon Hooker, Valeria Jackson, Jocelyn Jennings, Paul Alcatar, Pam Davis, Daniel Driggers, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:02 p.m.

### INVOCATION

The Invocation was given by the Honorable L. Gregory Pearce, Jr.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable L. Gregory Pearce, Jr.

## PRESENTATIONS

**DHEC Recycling Award Presentation** – This presentation was deferred until the April 21<sup>st</sup> Council meeting.

**Project Hope (Community Initiative)** – Mr. Earl McLeod, Mr. Dennis Torbett, Vice President for Workforce Training and Employment for Home Builders Institute, and Mr. Marco Williams, Project Director for Project Hope, gave a brief presentation regarding this program.

## CITIZENS' INPUT

No one signed up to speak.

## APPROVAL OF MINUTES

**Regular Session: March 17, 2009** – Ms. Dickerson moved, seconded by Mr. Pearce, to reconsider the portion of the minutes regarding the Mass Transit Fee Ordinance and CMRTA Intergovernmental Agreement. The vote in favor was unanimous.

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

**Zoning Public Hearing: March 24, 2009** – Mr. Pearce moved, seconded by Ms. Smith, to approve the minutes as corrected. The vote in favor was unanimous.

## ADOPTION OF AGENDA

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

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **Waste Management Contract Amendment**
- b. **HBA vs. Richland County**
- c. **Vineyard vs. Lott**
- d. **Columbia Venture**
- e. **CMRTA Intergovernmental Agreement**

## REPORT OF THE COUNTY ADMINISTRATOR

**Rowing Club MOU** – This item was on the agenda for action.

**Comprehensive Plan Public Input Meetings Reminder (3 Remaining)** – Mr. Kocy stated that the three remaining meetings are April 9<sup>th</sup> at the Lower Richland Community Center in Eastover, April 14<sup>th</sup> at the Adult Activity Center on Parklane Road, and April 15<sup>th</sup> at the St. Andrews Branch of the Richland County Public Library. The Zoning Public Hearing has been scheduled for April 28<sup>th</sup>.

**Update on American Dream Conference** – Ms. Stephany Snowden gave a brief update regarding this item.

**Update on Animal Shelter Grand Opening** – Ms. Roxanne Matthews stated that Joint City-County Animal Shelter Grand Opening took place on April 3<sup>rd</sup>. A press conference was held and Chairman Livingston represented the County. The new wing is operational and Council members who wish to tour facility may do so by contacting Ms. Matthews.

**Project Pet Status Update** – Ms. Matthews stated that the space programming and building layout has been verified and the project is now in the design phase, which should be completed by the end of the month. The bidding, negotiations and award should be completed by mid-October. The expected construction completion date is August 2010.

**Economic Development Strategic Plan Work Session: Schedule** – Ms. Matthews stated the project is drawing to a close. A Special Called Economic Development Committee meeting is proposed for April 21<sup>st</sup> from 4-5 p.m. with a full Council work session immediately following from 5-6 p.m. to present the final plan.

**Stimulus Update/Mr. Livingston's Stimulus Ad Hoc Committee** – Mr. Pope stated that the first meeting of the Stimulus Ad Hoc Committee has met. Information was provided to the committee on what staff is working on and a work plan is being developed. [The members of the committee are Mr. Livingston, Mr. Jeter, Mr. Jackson, Ms. Dickerson and Mr. Pearce.]

**RCRC Project Status Update to Council at April 21<sup>st</sup> Meeting** – Mr. Pope stated that the a representative of the Recreation Commission will be invited to the April 21<sup>st</sup> meeting to give a status update on the \$50 million recreation bond projects.

**Lawnmower Exchange** – Mr. Pope stated that the lawnmower exchange will take place on April 18<sup>th</sup> from 9 a.m.-noon at the Colonial Life Arena.

**Stormwater Update: Online Resources** – Mr. Pope outlined the online resources on the County website for the public input on the Stormwater Ordinance and Yard Debris Ordinance.

**FY10 Budget Update/Calendar** – Mr. Pope stated that the budget process is underway and a reminder copy of the budget calendar was distributed to Council.

#### REPORT OF THE CLERK OF COUNCIL

**Benedict Broadband Conference** – Ms. Finch stated that the conference is scheduled for April 16<sup>th</sup>. The cost of the conference is \$75.00.

**Sweet Potato Festival** – Ms. Finch stated that the festival will be held on April 25<sup>th</sup> from 11 a.m-5 p.m. at Hopkins Park. The parade is scheduled to begin at 11 a.m.

**“Sally the Salamander” Interactive Walking Tour** – Ms. Finch stated that the walking tour will be held on April 21<sup>st</sup> at 10 a.m. at the Columbia Metropolitan Convention Center.

**SCAC Forms** – Ms. Finch requested that all SCAC forms be returned to her by the conclusion of the meeting.

#### REPORT OF THE CHAIRMAN

**NHA Conference** – Mr. Livingston stated that the conference was a huge success with approximately 2700 participants. Richland County was a sponsor of this event which included 400 students, 40 science teachers and 150 volunteers.

**Stimulus Ad Hoc Committee** – Mr. Livingston stated that the committee had met with the consultant and will continue to meet regularly to further discuss potential stimulus funding opportunities.

#### PUBLIC HEARING ITEMS

Mr. Livingston opened the floor to the following public hearings:

- **An Ordinance Amending the FY 2008-2009 Conservation Commission budget to appropriate ninety-two thousand five hundred fifty-eight dollars (\$92,558) to provide funding for operational expenses** – No one signed up to speak.
- **An Ordinance Amending the FY 2008-2009 Hopkins Utility System budget to appropriate thirteen thousand dollars (\$13,000) for operational costs through the end of the fiscal year** – No one signed up to speak.
- **An Ordinance Amending the FY 2008-2009 Richland County Industrial Park budget to increase the budget seventy-five thousand dollars (\$75,000)** – No one signed up to speak.
- **An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled “Personnel Regulations,” of Chapter 2 entitled “Administration”** – No one signed up to speak.

- **An Ordinance Amending the FY 2008-2009 budget to appropriate one hundred fifteen thousand dollars (\$115,000) for design and engineering expenses related to the runway rehabilitation project at Hamilton-Owens Airport – No one signed up to speak.**

The public hearings were closed.

### **APPROVAL OF CONSENT ITEMS**

- **An Ordinance Amending the Fiscal Year 2008-2009 Conservation Commission budget to appropriate ninety-two thousand five hundred fifty eight dollars (\$92,558) to provide funding for operational expenses [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2008-09 Hopkins Utility System budget to appropriate thirteen thousand dollars (\$13,000) for operational costs through the end of the fiscal year [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2008-2009 Richland County Industrial Park budget to increase the budget seventy-five thousand dollars (\$75,000) [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-180, Signs; so as to amend Subsection (E), Prohibited Signs, and to create a new subsection for the purpose of enforcement [SECOND READING]**
- **A Resolution requesting that the South Carolina General Assembly continue to support meaningful incentives for recyclers in recognition of the energy and environmental benefits of recycling to our county, the state, and the nation**
- **Request to approve the early renewal of a municipal solid waste contract with Waste Management, Inc.**
- **Request to consider a petition filed in circuit court to close a portion of Blaine Street and Dunston Street**
- **Request to approve a grant in the amount of \$28,000 from the South Carolina Competitive Grants Program to support the Gills Creek Watershed Restoration Project (No Personnel)**
- **A Resolution to allocate \$54,100.30 in Military Forest Funds**
- **A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000 [Request to authorize a public hearing on April 21, 2009.]**
- **Request to approve an intermediate contract with Lowcountry Billing Services**

- **A Resolution affirming Richland County's commitment to fair housing**

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

### THIRD READING ITEMS

**Request to approve a budget amendment to the Hospitality Tax Fund in the amount of \$40,000 to provide operating capital for the Township Auditorium** – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

Mr. Malinowski moved to deny this item. The motion died for lack of a second.

The vote was in favor.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; Section 5 and Section 7 to authorize motor vehicle trade-ins as an allowable deduction; Section 16-19, Appeals; and Section 16-22, Penalties; so as to amend the appeals process and to allow the waiver of penalties in certain limited circumstances** – Mr. Malinowski moved, seconded by Mr. Washington, to defer this item. The vote in favor was unanimous.

**An Ordinance Amending the Fiscal Year 2008-2009 Industrial Park budget to increase the budget seventy-five thousand dollars (\$75,000)** – Mr. Washington moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles** – Ms. Smith moved, seconded by Ms. Dickerson, to defer this item. The vote in favor was unanimous.

### SECOND READING ITEM

**An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration"** – Mr. Malinowski moved, seconded Ms. Smith, to defer this item. The vote in favor was unanimous.

### FIRST READING ITEM

**09-02MA, Lawrence Owen, RS-MD to OI (1 Acre), 06205-02-02, 1204 Piney Grove Road** – Ms. Dickerson moved, seconded by Mr. Malinowski, to deny this re-zoning request. The vote in favor was unanimous.

## REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

**Request to develop a working plan for establishing public-private partnerships for county projects and initiatives** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote in favor was unanimous.

## REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

**An Ordinance consenting to an assignment to TRC Propco, Inc. of all rights and obligations of HOLO (SC) QRS 16-91, Inc. relative to all interests in real property and improvements, and all personal property, under a lease agreement, an inducement and millage rate agreement and a fee agreement with Richland County and approving related amendments and restatements of the terms and conditions of the existing lease agreement and fee agreement between HOLO (SC) QRS 16-91, Inc. and Richland County to reflect the assignment of such terms and conditions and approving the terms and conditions of a consent and subordination agreement to be entered into among TRC Propco, Inc., and its lender and Richland County and matters thereto related** – Mr. Pearce moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

- I. **NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES**
  - a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended that staff advertise for these vacancies. The vote in favor was unanimous.
  - b. **Historic Columbia Foundation—1**—Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.
  - c. **Hospitality Tax Committee—1**—Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.
  - d. **Internal Audit Committee—1**—Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.
  - e. **Employee Grievance—1**—Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.

- f. **Building Board of Adjustment and Appeal—1**—Mr. Malinowski stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous

**II. NOTIFICATION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

- a. **Employee Grievance Committee—1** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Nelda Smyrl. The vote in favor was unanimous.
- b. **Historic Columbia Foundation—1** – Mr. Malinowski stated that the committee recommended appoint Ms. Patricia D. Williams. The vote in favor was unanimous.
- c. **Hospitality Tax Committee—1** – Mr. Malinowski stated that there were no applications and recommending re-advertising for this vacancy. The vote in favor was unanimous.

**III. Electronic Participation (Rule Clarification)** – Mr. Malinowski stated that the committee recommended approval of this item. A discussion took place.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item to the April 21<sup>st</sup> meeting. The vote in favor was unanimous.

**IV. Review Composition of County Committees, Boards and Commissions** – The committee recommended holding this item in committee. The vote in favor was unanimous.

**V. Council Individual Discretionary Accounts** – The committee recommended holding this item in committee. The vote in favor was unanimous.

**VI. Revised Application Form** – The committee recommended holding this item in committee. The vote in favor was unanimous.

**OTHER ITEMS**

**CDV Equipment Grant (\$2,250 match, no personnel)** – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

**Rowing Club MOU** – Mr. Malinowski moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.



## CITIZENS' INPUT

Ms. Karen Yip and Ms. Donna Butler spoke regarding the weekend directional sign ordinance.

## EXECUTIVE SESSION ITEMS

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**Council went into Executive Session at approximately 7:24 p.m. and came out at approximately 8:32 p.m.**  
=====

- a. **CMRTA Intergovernmental Agreement** – Mr. Jeter moved, seconded by Ms. Smith, to direct staff to continue negotiations as directed in Executive Session.

**Reconsideration of Third Reading of Mass Transit Ordinance** – After Executive Session, the Third Reading of the Mass Transit Ordinance and the CMRTA Intergovernmental Agreement were deferred to the April 21<sup>st</sup> Council meeting.

## MOTION PERIOD

**Placement of Comprehensive Plan on April 21<sup>st</sup> Agenda** – Mr. Jeter moved, seconded by Ms. Dickerson, to have the Chair appoint a Stimulus Ad Hoc Committee. The vote in favor was unanimous.

**Guidelines for presentations by agencies receiving funding from the County during the budget process** – Mr. Livingston referred this item to the Rules and Appointments Committee.

**Composition of Discretionary Grant Committee** – Mr. Jeter referred this item to the Rules and Appointments Committee.

**ZETA State Conference Resolution** – Mr. Jackson moved, seconded by Mr. Jeter, to adopt a resolution for the Zeta Phi Beta Organization. The vote in favor was unanimous.

**Repairs to Hampton-Preston Mansion** – Mr. Pearce referred this item to the A&F Committee.

**Economic Development Strategic Plan** – The Special Called Economic Development Committee meeting on April 21<sup>st</sup> from 4-5 p.m. and a Council work session immediately following from 5-6 p.m.

**Any information necessary to have council act on a matter during a council meeting must be provided to council members no later than Friday at 5:00 p.m. If the information is not received by then the matter before council will automatically**

**be postponed until the next regularly scheduled council meeting** – Mr. Malinowski referred this item to the Rules and Appointments Committee.

**Any special called meeting will only conduct business the meeting was specifically called for. No additional county business will be conducted at that meeting** – Mr. Malinowski referred this item to the Rules and Appointments Committee.

### ADJOURNMENT

The meeting adjourned at approximately 8:38 p.m.

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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**

- CMRTA Intergovernmental Agreement
- HBA vs. Richland County
- Fire Contract

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# Richland County Council Request of Action

**Subject**

- Employee Grievances - 3
- Stimulus Update
- FY10 Motions List
- NACO Rx Card Update
- Farmers' Market Update
- Public Input Process: Stormwater/Bagging of Leaves

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# **Richland County Council Request of Action**

**Subject**

- A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code Of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# **Richland County Council Request of Action**

**Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; so as to amend Subsection (E), Prohibited Signs, and to create a new subsection for the purpose of enforcement [THIRD READING][PAGES 23-25]

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

<b><u>On Agenda As A Consent Item</u></b>	No
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<b><u>On Agenda For Public Hearing</u></b>	No
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# 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 VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SO AS TO AMEND SUBSECTION (E), PROHIBITED SIGNS, AND TO CREATE A NEW SUBSECTION FOR THE PURPOSE OF ENFORCEMENT.

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 VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (e), Prohibited Signs; is hereby amended to read as follows:

- (e) *Prohibited signs.* The following signs are prohibited in the unincorporated areas of Richland County:
  - (1) *Off-premises signs.* All off-premises signs, unless specifically allowed elsewhere in this chapter.
  - (2) *Roof signs.* Roof signs; provided, however, that signs on the surfaces of a mansard roof or on parapets shall not be prohibited if the signs do not extend above the mansard roof or parapet to which they are attached.
  - (3) *Animated/flushing signs and signs of illusion.* Signs displaying blinking, flashing, or intermittent lights, or animation, moving parts, or signs giving the illusion of movement.
  - (4) *Signs resembling traffic signals.* Signs that approximate official highway signs, warning signs, or regulatory devices.
  - (5) *Signs on roadside appurtenances.* Signs attached to or painted on utility poles, trees, parking meters, bridges, overpasses, rocks, other signs, benches, refuse containers, etc., unless specifically allowed elsewhere in this chapter.
  - (6) *Abandoned signs and sign structures.* Signs that advertise an activity or business that is no longer conducted on the property on which the sign is located. Such signs or sign structures must be removed by the property owner within thirty (30) days of becoming an abandoned sign or sign structure.

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- (7) *Pennants, streamers, balloons, etc.* Signs containing or consisting of pennants, ribbons, streamers, balloons, or spinners.
- (8) *Signs obstructing access.* Signs that obstruct free ingress or egress from a road, driveway, or a required door, window, fire escape, or other required exitway.
- (9) *Signs located in the right-of-way.*
- (10) *Inflatable signs or balloons.*
- (11) *Signs posted on public property.* Public property includes rights-of way, the tree lawn areas between detached sidewalks and streets, roadway median strips, parkways, bridges, alleys, utility poles and boxes, as well as street signs and sign poles.

SECTION II. 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 by the creation of a new subsection, to read as follows:

- (p) *Enforcement.* Notwithstanding the enforcement provisions of Section 26-273, signs found in violation of this Section shall be subject to the following procedures:
  - (1) *Signs on public property subject to removal without notice.* County employees shall have the authority to remove without notice to the owners thereof, signs placed within any street or highway right-of-way; signs attached to trees, fence posts, telephones and utility poles, or other natural features; abandoned signs; signs placed on public property; and signs erected without permit. 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. The person(s) responsible for causing the unlawful sign to be on any public property may be held responsible for the cost of removal. The persons liable shall include, but are not limited to, any individual or business whose advertisement, message or information appears on or is contained in any sign or notice unlawfully placed on public property.
  - (2) *Prohibited signs on private property.* When an authorized county official finds a prohibited sign located on private property, the county employee shall notify the owner of the sign and the record owner of the property on which the sign is located. Such notice of violation shall be in writing and sent by certified or registered mail or delivered by personal service. The notice of violation shall include an opportunity to cure the violation within a prescribed period of time. If the violator fails to take prompt corrective



# DRAFT

action in the prescribed time, then the county may pursue the penalties and remedies set forth in Section 26-272.

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 enforced 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: March 24, 2009  
First Reading: March 24, 2009  
Second Reading: April 7, 2009 (tentative)  
Third Reading:

# **Richland County Council Request of Action**

**Subject**

A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code Of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000 **[PAGES 27-30]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

## RESOLUTION

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (LEXINGTON-RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL, INC. PROJECT) SERIES 2009, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$4,500,000.

**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 Lexington-Richland Alcohol and Drug Abuse Council, Inc., a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "**Borrower**"), entered into an Inducement Agreement dated July 16, 2008 (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, Richland County, and Lexington County as may be required by law, to issue not exceeding \$4,500,000 aggregate principal amount of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, which may be issued in one or more series (the "**Bonds**"), under and pursuant to Section 41-43-110 of the Act. A portion of the proceeds of the Bonds will be used by the Borrower to finance the acquisition of land and the construction and equipping of (a) an approximately 60,000 square foot building located at 2711 Colonial Drive, Columbia, Richland County, South Carolina, on five acres of land housing a 16-bed detox unit, adult and adolescent treatment programs, prevention department, and administrative offices (facility now located on Harden Street with additional office space at St. Julian Place), the new location immediately adjacent to the Columbia Area Mental Health campus and Palmetto Richland Hospital (the "**Richland Project**"); (b) to fund a debt service reserve fund if deemed necessary or advisable by the Authority or the Borrower; and (c) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof. The remaining portion of the Bonds will be used to construct an approximately 10,000 square foot facility to be located in Lexington County (the



*“Lexington Project”*). The Richland Project and the Lexington Project will be owned and operated by the Borrower; and

**WHEREAS**, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds will result in the creation or maintenance of employment of those engaged in the construction or operation of the Richland Project by maintaining existing employment for 150 people and by providing additional employment for approximately two people within 12 months and a total of four people within 24 months when the Richland Project is placed in full operation, and the Richland Project will stimulate the economy of Richland County and surrounding areas by increased payrolls, capital investment and tax revenues; and

**WHEREAS**, the County Council of Richland County and the Authority have on this date jointly held a public hearing, duly noticed by publication in newspapers having general circulation in Richland 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.** It is hereby found, determined and declared that (a) the Richland Project will subserve the purposes of the Act, (b) the Richland Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Richland Project will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power, (d) the amount of bonds required to finance the Richland Project is approximately \$3,300,000; and (e) the documents to be delivered by the Borrower 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 Richland 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 Borrower shall maintain the Richland Project and carry all proper insurance with respect thereto.

**SECTION 2.** The County Council of Richland County supports the Authority in its determination to issue the Bonds to defray the costs related to the Richland 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 21<sup>st</sup> day of April, 2009.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Authority") and the County Council of Richland County, South Carolina, on Tuesday, April 21, 2009, at 6:00 p.m., in Council Chambers located at 2020 Hampton Street, 2<sup>nd</sup> Floor, Columbia, South Carolina, in connection with the issuance by the Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009 (the "Bonds"), in an aggregate principal amount not to exceed \$4,500,000. The proceeds of the Bonds will be made available to Lexington-Richland Alcohol and Drug Abuse Council, Inc. (the "Borrower") by way of a loan, with approximately \$3,300,000 of such proceeds being used to (i) finance the acquisition of land and the construction and equipping of an approximately 60,000 square foot building located at 2711 Colonial Drive, Columbia, Richland County, South Carolina, on five acres of land housing a 16-bed detox unit, adult and adolescent treatment programs, prevention department, and administrative offices (facility now located on Harden Street with additional office space at St. Julian Place), the new location immediately adjacent to the Columbia Area Mental Health campus and Palmetto Richland Hospital (the "Richland Project"); (ii) to fund a debt service reserve fund if deemed necessary or advisable by the Authority or the Borrower; and (iii) to pay certain costs of issuance of the Bonds. The remaining portion of the Bonds will be used to construct an approximately 10,000 square foot facility in Lexington County to house treatment, prevention and administrative offices (the "Lexington Project"). The Borrower will unconditionally covenant to make payments sufficient to pay the principal and interest on the Bonds. The Bonds will be payable solely and exclusively out of payments to be made by the Borrower.

The Bonds do not represent a general obligation of the State of South Carolina, the Authority, Richland County, Lexington County, or any other such political subdivision or agency of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of the State or any political subdivision or agency thereof or a charge against its general credit or taxing powers.

The public is invited to attend the hearing at the address set forth above and/or submit written comments on the issuance of the Bonds and the financing of the above Richland Project to the South Carolina Jobs-Economic Development Authority at 1201 Main Street, Suite 1600, Columbia, South Carolina 29201, and the County Council of Richland County at Post Office Box 192, Columbia, South Carolina 29202.

SOUTH CAROLINA JOBS-ECONOMIC  
DEVELOPMENT AUTHORITY  
s/Harry A. Huntley, Executive Vice President and COO

COUNTY COUNCIL OF RICHLAND COUNTY  
s/Michelle R. Cannon-Finch, Clerk of Council

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Fiscal Year 2008-2009 Road Maintenance and Mass Transit Budget Ordinance, so as to reinstate the Mass Transit portion of the Road Maintenance fee and appropriate such increase in funds for Mass Transit [**PAGES 32-33**]

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                         No

**On Agenda For Public Hearing**                         No



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

AN ORDINANCE AMENDING THE FISCAL YEAR 2008-2009 ROAD MAINTENANCE AND MASS TRANSIT BUDGET ORDINANCE, SO AS TO INCREASE REINSTATE THE MASS TRANSIT PORTION OF THE ROAD MAINTENANCE FEE AND APPROPRIATE SUCH INCREASE IN FUNDS FOR MASS TRANSIT.

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

SECTION I. That the fiscal year 2008-2009 Budget Ordinance be amended to change the Road Maintenance fee. Therefore, Section 3 of the fiscal year 2008-2009 budget ordinance is hereby amended as follows:

Section 24. Effective October 31, 2008, the mass transit ordinance establishing the fee will be repealed. Effective July 1, 2009 the mass transit portion of the road maintenance fee shall be reinstated at the amount of \$10 for private vehicles and \$15 for commercial vehicles. This fee shall be in addition to the existing \$20 road maintenance fee. The proceeds from this increase shall be designated to fund mass transit in Richland County.

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

RICHLAND COUNTY COUNCIL

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

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

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

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

Item# 9

Attachment number 1  
Page 1 of 2



RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:           January 22, 2009  
Second Reading:       March 3, 2009 (tentative)  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; Section 5 and Section 7 to authorize motor vehicle trade-ins as an allowable deduction; Section 16-19, Appeals; and Section 16-22, Penalties; so as to amend the appeals process and to allow the waiver of penalties in certain limited circumstances **[PAGES 35-39]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                      No

**On Agenda For Public Hearing**                      No

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE 1, IN GENERAL, SECTION 5 AND SECTION 7 TO AUTHORIZE MOTOR VEHICLE TRADE-INS AS AN ALLOWABLE DEDUCTION; SECTION 16-19, APPEALS; AND SECTION 16-22, PENALTIES; SO AS TO AMEND THE APPEALS PROCESS AND TO ALLOW THE WAIVER OF PENALTIES IN CERTAIN LIMITED CIRCUMSTANCES.; ~~AND SECTION 16-2, DEFINITIONS, SO AS TO REVISE THE DEFINITION OF GROSS INCOME; AND ADJUST DECLINING RATES FOR INTERSTATE COMMERCE REVENUE.~~

Pursuant to the authority 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 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-2, Definitions, subsection (9), Gross Income, is hereby amended as follows:~~

- ~~(9) “Gross income” means the total revenue of a business, received or accrued, for one (1) calendar or fiscal year, collected or to be collected by a business within the county, excepting there from business done wholly outside of the county on which a license fee is paid to some other county or a municipality and fully reported to Richland County. Gross income shall not include amounts received or provided as a trade-in allowance.~~

~~Gross income for brokers or agents means gross commissions received or retained, unless otherwise specified. Gross income for business license fee purposes shall not include taxes collected for a governmental entity (such as sales taxes), escrow funds, or funds that are the property of a third party. The value of bartered goods or trade in merchandise shall be included in gross income. The gross income for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agency.~~

**SECTION I.** The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-5, Classification and Rates, Business License Fee Schedule, is hereby amended to read as follows:

<u>Rate</u>	<u>NAICS #</u>	<u>Business Type</u>
8.07	4411-4412	<u>Automobile &amp; Motor Vehicle Dealers, Farm Machinery Dealers, Boat Dealers Retail</u>
		First \$2,000 Gross Income <span style="float: right;">\$35.00</span>
		Each additional \$1,000 <span style="float: right;">\$1.50/thousand</span>

One sales lot not more than 400 feet from main showroom may be operated under this license provided that proceeds from sales there are included in gross receipts at main office when both are operated under the same name and ownership.

Gross income shall include full sales price without deduction for trade-ins.

**SECTION II.** The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-7, Deductions, Exemptions, Charitable Organizations, and Determination of Classification, is hereby amended to read as follows:

**Section 16-7. Deductions, Exemptions, Charitable Organizations, and Determination of Classification**

(1) (a) Businesses whose business activity(ies) are described by the North American Industry Classification System (NAICS) with codes beginning with 4411 or 4412, which includes the following:

- New and Used Automobile Dealers (441110 and 441120)
- Recreational Vehicle Dealers (441210)
- Motorcycle, ATV, and Personal Watercraft Dealers (441221)
- Boat Dealers (441222)
- All Other Motor Vehicle Dealers (441229)

shall be authorized to deduct the amounts paid to customers in exchange for motor vehicle trade-ins as part of sales transactions.

**SECTION III.** The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-19, Appeals, is hereby amended as follows:

**Section 16-19. Appeals.**

(1) Any person aggrieved by the following actions or decisions made by the License Official may bring an appeal to the Business License Service Center Appeals Board:

aggrieved by:

- a. a final assessment pursuant to Section 16-12;
- b. charge backs or other adjustment to the business license fee as determined by an audit conducted pursuant to Section 16-11;
- c. a revocation or a denial of a business license pursuant to Section 16-15 or Section 16-18;
- d. imposition of a **civil business license** penalty; or
- e. a decision or determination made by the License Official concerning the proper classification of a business or the proper calculation of business license fees. This ground for appeal shall not be construed to authorize appeals based on objections to the business license fee structure established by Richland County Council.

(2) Those wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:

- a. The appeal must be in writing and state the reasons for the appeal.
- b. The appeal shall be filed with the License Official within fifteen (15) business ~~ten-calendar~~ (10) days after the payment of all applicable fees and penalties, including assessments or charge-backs of an audit, and ~~or~~ within twenty (20) business ~~ten-calendar~~ days after receipt of the License Official's ~~date-of-written and certified mailed~~ notification of an assessment, charge-backs of an audit, or notice of denial or revocation-is received.
- c. The written notice of appeal must be accompanied by an administrative fee (which shall be determined by the License Official) that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable fees and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal.

The fee will be refunded in the event of final resolution of the appeal in favor of the appellant.

~~(2)~~(3) An appeal or a hearing on revocation shall be held by the Appeals Board within thirty (30) calendar days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension or intent to revoke. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing.

(4) In the event of an appeal of civil business license penalties paid, the Appeals Board may waive a civil business license penalty paid only if any of the following circumstances of reasonable cause are proven by the appellant:

- a. An unexpected and unavoidable absence of the appellant from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the business license fee.
- b. A delay caused by death or serious, incapacitating illness of the appellant, the appellant's immediate family, or the appellant's accountant or other third party professional charged with determining the business license fee owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the business license fee.
- c. The business license fee was documented as paid on time, but inadvertently paid to another taxing entity.
- d. The delinquency was caused by the unavailability of necessary records directly relating to calculation of business license fees, over which the appellant had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of civil business license penalties.
- e. The delinquency was the result of clear error on the part of the License Official or Business Service Center staff in processing or posting receipt of appellant's payment.
- f. Delay or failure caused by good faith reliance on erroneous guidance provided by the License Official or other staff, so long as complete and accurate information was given to the Business License Service Center, no change in the law occurred, and the appellant produces written documentation.

(5) The Appeals Board shall, by majority vote of members present, render (or cause to have rendered) a written decision as to whether the decision or action listed in subsection (1) above was affected by material error based upon findings of fact and the application of the standards herein. The decision of the Appeals Board ~~which~~ shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final unless appealed to County Council within ten (10) calendar days after service of the Board's decision. County Council shall review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of the County Council's decision.

**SECTION IV.** The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-22, Penalties, is hereby amended as follows:

**Section 16-22. Criminal and Civil Penalties, Injunctive Relief.**

- a. Criminal Penalty. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided for herein.
- b. Civil Penalty. For non-payment of all or any part of the business license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.
- c. Injunctive Relief. The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

~~SECTION IV. The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Business License Fee Schedule, is hereby amended as follows:~~

~~(4) Interstate Commerce Declining Rates~~

~~These declining rates apply in all classes for gross revenues generated by interstate commerce, i.e., the sale of goods across South Carolina state lines, for which a business license was not paid for and obtained in another jurisdiction outside South Carolina.~~

<u>Interstate Commerce Revenue</u> <u>(in millions)</u>	<u>Discount on the Business</u> <u>License Fee</u>
<del>1.00—4.99</del>	<del>5%</del>
<del>5.00—9.99</del>	<del>10%</del>
<del>10.00—14.99</del>	<del>20%</del>
<del>20.00—24.99</del>	<del>25%</del>
<del>25.00—29.99</del>	<del>30%</del>
<del>30.00—34.99</del>	<del>35%</del>
<del>35.00—39.99</del>	<del>40%</del>
<del>40.00—44.99</del>	<del>45%</del>
<del>45.00—49.99</del>	<del>50%</del>
<del>50.00 or greater</del>	<del>100%</del>

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

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

**SECTION VII. Effective Date.** All sections of this ordinance, excepting Sections 1 and 2, shall be effective on and after March 17, 2009. Sections 1 and 2 of this ordinance shall be effective on and after January 1, 2010.

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

First Reading: Feb. 17, 2009  
Second Reading: March 3, 2009  
Public Hearing: (March 17, 2009)  
Third Reading: (March 17, 2009)

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [**PAGES 41-44**]

**Purpose**

**Committee Recommendation**

COMMITTEE RECOMMENDED APPROVAL

**Council Action (First Reading)**

THIS ITEM RECEIVED FIRST READING ON OCTOBER 7, 2008

**Council Action (Second Reading)**

THIS ITEM RECEIVED SECOND READING ON DECEMBER 6, 2008

**Public Hearing**

THIS ITEM RECEIVED A PUBLIC HEARING ON FEBRUARY 3, 2009

**On Agenda As A Consent Item**                      Yes

**On Agenda For Public Hearing**                      No



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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16; is hereby amended to read as follows:

**Sec. 12-16. Same – Yard trash and other household/business articles.**

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

- (1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~
- (2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:
  - a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;
  - b. Sticks, hedge clippings, small brush, and leaves shall be placed in neat piles at curbside; provided, however, for properties in residentially zoned districts with one (1) acre or less, leaves shall be placed in thirty (30) to fifty (50)-gallon biodegradable bags or in thirty (30)-gallon unlined garbage cans that are clearly marked “YARD WASTE” and placed at curbside. The bags or cans shall be procured by the residents at their own cost.
- (3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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 [August 3, 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

First Reading:           October 7, 2008  
Second Reading:       December 16, 2008  
Public Hearing:         February 3, 2009 (tentative)  
Third Reading:         February 3, 2009 (tentative)

## Clarification of Ordinance Amendment Requiring Bagging of Yard Debris

After reviewing recent newspaper articles and considering the public input that was provided at the February 3<sup>rd</sup> County Council Meeting, it is apparent that clarification of the proposed solid waste ordinance amendment requiring bagging of yard debris is needed. Accordingly, the following points should be considered:

- The **primary goal** of the proposed bagging requirement is to improve water quality by keeping yard debris, such as leaves and grass clippings, out of storm drainage systems and, ultimately, out of the County's streams, rivers and lakes.
- The proposed bagging requirement is a part of the larger effort to comply with the County's National Pollution Discharge Elimination System (NPDES) permit.
- The primary goal of the proposed bagging requirement **is not** to reduce the maintenance required on the County's storm drainage infrastructure, although this is a secondary benefit that will be realized if the amendment is adopted.
- The primary goal of the proposed bagging requirement **is not** to begin a composting operation, although such an operation could be incorporated if the Council desires.
- The proposed bagging requirement **does not** require a homeowner to rake the leaves from his or her yard. If the homeowner wishes to leave the yard in a natural state, he or she may do so. The debris must be placed in a biodegradable bag or reusable container **only if** the homeowner elects to rake the yard and place the debris at curbside for collection.
- As proposed, the bagging requirement will only apply to properties that are one acre or less in residentially zoned districts.
- The proposed bagging requirement offers the homeowner the option of using biodegradable bags or a reusable container, such as a large garbage can, for containerizing the debris.
- Bagging of yard debris prior to placing it at curbside should improve the aesthetics of neighborhoods by not allowing loose debris to be piled at the curbside.
- Other jurisdictions already have bagging requirements. For example, the City of Greenville requires bagging except during "leaf season" (the time of year at which leaves are falling at the highest rate), and the City of Charleston requires bagging year round. The purchase of the bags in both jurisdictions is the homeowner's responsibility.
- The fine for violation of the proposed bagging requirement would be \$1,087. While some have questioned the fine as being too exorbitant, it should be noted that this fine is not being proposed specifically for violations of the bagging requirement; instead, this is the standard fine for the majority of County Code violations, which constitute a misdemeanor.

It is hoped that the above points will help to clarify some of the misperceptions that have developed about the proposed bagging requirement. If there are further questions, or if

additional information is needed, please contact Assistant County Administrator Tony McDonald at 576-2059.

# **Richland County Council Request of Action**

**Subject**

An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration" **[PAGES 46-95]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                      No

**On Agenda For Public Hearing**                      No

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

AN ORDINANCE REPEALING SECTIONS OF THE RICHLAND COUNTY CODE OF ORDINANCES, SPECIFICALLY THE PROVISIONS OF ARTICLE VIII, ENTITLED “PERSONNEL REGULATIONS”, OF CHAPTER 2, ENTITLED “ADMINISTRATION” AND REQUIRING THE ADOPTION OF AN EMPLOYEE HANDBOOK.

WHEREAS, Richland County Council would like to provide for the more efficient administration of the County’s personnel policies and procedures; and

WHEREAS, in order to achieve its goals, the Richland County Council desires to repeal the County’s ordinances relating to personnel policies and procedures and adopt an Employee Handbook for all future regulation of the County’s personnel policies; and

WHEREAS, in order to allow for more efficient approvals of future revisions, additions, or deletions to policies and to respond more quickly to changing circumstances, Council has determined that the adoption of policies by resolution rather than ordinance is preferable;

WHEREAS, the Richland County Council wants to provide the County Administrator the authority to administer guidelines consistent with the policies of the County. These guidelines will be called Human Resource Guidelines. The Richland County Council authorizes the County Administrator to develop, publish, amend, add, and/or delete guidelines as he deems appropriate in the Human Resource Guidelines.

NOW, THEREFORE, 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 2, Administration; Article VIII, Personnel Regulations; is hereby repealed in its entirety, and is reserved for future use.

SECTION II. The Richland County Council shall adopt by Resolution the Richland County Employee Handbook and the Richland County Human Resources Guidelines, which shall replace the herein deleted ordinances and constitute the Richland County personnel policies and guidelines.

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

SECTION IV. Conflicting Ordinances. 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 enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

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

ATTEST this the \_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

# Richland County Employee Handbook



**NOT A CONTRACT**

/

Draft  
April 17, 2009

Future/3A/1C

Item# 12

Attachment number 2  
Page 1 of 48



## **DISCLAIMER**

ALL EMPLOYEES OF THE COUNTY ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY REASON. NOTHING IN ANY OF THE COUNTY’S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NO PAST PRACTICES OR PROCEDURES, WHETHER ORAL OR WRITTEN, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS SET FORTH IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE PUT IN WRITING; 2) THE DOCUMENT IS LABELED “CONTRACT;” 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE COUNTY ADMINISTRATOR OR APPROVED BY VOTE OF COUNCIL.

I acknowledge receipt of the County’s Personnel Handbook AND UNDERSTAND THAT IT IS NOT A CONTRACT OF EMPLOYMENT.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

# General

## **Management Philosophy**

The Richland County Employee Handbook has been developed under the authority of Richland County Council and in accordance with Section 4-9-30(7) of the South Carolina Code of Laws. This handbook and the policies herein were enacted on \_\_\_\_\_ and are intended to provide structure and support for the efficient and effective operation of Richland County in the area of human resource management.

The handbook reflects a human resource philosophy intended to guide our decisions regarding employees. That philosophy rests on the belief that our employees are the County's most valuable resource. Employees are the means by which we are able to meet our organization's goal of providing excellent customer service to the citizens of Richland County.

Richland County's ability to meet this goal is dependent upon establishing an organizational culture that:

- Attracts and retains the best people
- Encourages each employee to reach his/her potential in the organization
- Holds employees accountable for job performance
- Recognizes and rewards employees for performance, commitment, loyalty, and service
- Encourages openness and trust in our dealings with each other
- Provides opportunities for personal growth and professional development
- Stimulates participation, teamwork, and creativity
- Balances employee needs with business necessity
- Utilizes an organizational chain of command to ensure the involvement of appropriate supervisory and management levels in the decision-making and problem-solving processes whenever possible

Richland County management expects every employee to be aware of, and respond positively to, his/her responsibilities in support of this culture. We expect every Supervisor and Department Head to provide the appropriate leadership necessary to establish and reinforce its principles.

As a county government, we are responsible and accountable to the citizens of Richland County and our actions should and will reflect our obligation to those citizens.

## **Chain of Command**

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize the chain of command. However, if an employee's concern involves his/her immediate supervisor, s/he may skip that level and proceed to the next level in the chain of command.

Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related problems or concerns. It is the responsibility of Supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.

## **Standards**

All employees are expected to:

- Ensure self-compliance with County and department policies, procedures, guidelines and all work assignments.
- Report policy, procedure or guideline violations to Supervisor, Chain of Command, or HRD.
- Understand that any violation of personnel policies, procedures or guidelines could result in disciplinary action, up to and including termination.
- When dealing with the public or fellow employees in any manner, especially on public business, do so in a professional and courteous manner.
- Conduct himself/herself in a manner that reflects credit upon his/her department and the government of the County.
- Keep supervisor informed of any changes in personal information including, but not limited to: address, telephone number, marital status, deductions, exemptions, beneficiaries, dependents, or emergency contact information.
- Report work and leave time accurately.
- Maintain consistent work attendance and punctuality.
- Cooperate with any County inquiry or investigation.

# Employee Relations

## **Equal Employment Opportunity**

It is the policy of the County to provide equal opportunity to all applicants for employment, and to administer hiring, compensation, training, promotions, transfer discipline, and other terms and conditions of employment without discrimination because of race, color, religion, gender, disability, age or national origin. Anyone who believes that he has been discriminated against in violation of this policy should report the matter to their Supervisor or Department Head, HRD, the Ombudsman's Office or Employee Protection Line.

## **Anti-Harassment**

Various laws and regulations generally prohibit employment decisions from being made on the basis of race, gender, religion, national origin, color, age, disability, or similar distinctions. In addition, it is our desire to provide a working environment in which employees are free from discomfort or pressure resulting from jokes, ridicule, slurs, threats and harassment either relating to such distinctions or simply resulting from a lack of consideration for a fellow human being.

The County does not tolerate harassment of any kind and prohibits retaliation against anyone who has reported harassment in good faith.

## **Sexual Harassment**

Sexual harassment warrants special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex constitute sexual harassment when:

1. Submission to the conduct is an explicit or implicit term or condition of employment; or
2. Submission to or rejection of the conduct is used as the basis for an employment decision; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, "put-downs" or condescending or derisive comments or terms based on gender, and physical conduct, such as patting, pinching or brushing against another person. This policy prohibits such conduct regardless of the gender of the perpetrator or victim.

Disputes sometimes arise as to whether conduct was "welcome" or "unwelcome." Conduct, which would violate this policy if it were unwelcome, violates the policy if anyone complains of it. Obviously, not all conduct prohibited by this policy constitutes a violation of the law.

## **Complaint Procedure and Investigation**

If you feel that the anti-harassment and/or sexual harassment policy has been violated by anyone with whom you come in contact on the job, regardless of whether it is by a fellow worker, a supervisor or a member of the general public, you should report the incident(s). You may do this by completing the Harassment/Discrimination Reporting Form and turning it into your supervisor and:

- a. reporting to your immediate Supervisor or to your Department Head
- b. reporting to the Human Resources Director
- b. reporting to the Ombudsman; and/or
- c. reporting to the Employee Protection Line at 1-800-576-5262 with County Code 30042

Complaints against the County Administrator should be made to the County Council.

Supervisors and Department Heads who receive complaints of or become aware of harassment should immediately notify and coordinate with the Human Resources Department.

**-- IMPORTANT --**

In order to avoid misunderstandings, complaints of harassment or discrimination must involve the completion of the Harassment/Discrimination Reporting Form, either by the employee complaining or by the person to whom the complaint is made, which summarizes the allegations and lists any witnesses to the alleged harassment. **An employee should be sure to complete a copy of this initial reporting form to confirm compliance with this procedure.**

These procedures have been established to enable you to get relief if you feel that you are the victim of harassment. The U.S. Supreme Court has said that as a general rule you may not sue the County for a violation of your rights unless you first give us notice and an opportunity to end the harassment. The reporting procedures that we have adopted are intended to establish a clear record of what has been reported.

Harassment allegations will be investigated, and the investigatory process may vary from case to case. The investigation is conducted as confidentially as possible consistent with the efficient handling of each respective complaint and the relevant facts. All employees have a responsibility both to cooperate fully with the investigation and to keep the matter confidential, whether the employee is the accused, the complainant or merely a potential witness. Persons who are interviewed should not discuss the matter with co-workers, friends or management unless authorized to do so by the investigator. This does not mean, however, that employees may not complain to civil rights agencies.

Employees may be asked to submit to a polygraph (lie detector) examination as part of an investigation.

In addition, the County encourages individuals who believe they are being subjected to harassment on account of race, sex, color, religion, national origin, disability, age or similar distinction to promptly advise the offender that his/her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem.

**Retaliation**

No employee, Supervisor, or Department Head may retaliate against any individual because such individual has opposed or reported any unlawful act or practice or because such individual made a charge, testified, assisted or participated in any manner in an investigation, or grievance proceeding or hearing regarding unlawful employment acts or practices. If an employee believes retaliation has occurred, the employee may report the matter through the chain of command or may report to one of the designated individuals, bring the issue directly to HRD and/or initiate the grievance process.

## **Americans With Disabilities Act**

As an employer with several government grants, it is required to note that it is the policy and practice of Richland County to comply fully with the Americans with Disabilities Act and ensure equal opportunity in employment for all qualified individuals with disabilities with or without reasonable accommodations. Richland County is committed to ensuring nondiscrimination in all terms, conditions and privileges of employment. The County will work toward having all employment practices and activities, whether provided or conducted by Richland County or another entity on our behalf, conducted on a nondiscriminatory basis.

## **Diversity**

Richland County Government values, and will manage diversity because it makes good "people" sense. People are the County's most valuable internal asset. People will ultimately provide the competitive edge needed to achieve the County's mission and goals. Everything the County does is "for and about people." Good "people" sense is good business sense. As Richland County Government becomes even more progressive and visionary, true lasting success will depend upon all of its employees recognizing and respecting the valuable contributions that managing diversity brings.

The County's aim is to create and maintain an environment that fosters fairness, equity and respect for social and cultural diversity...an environment free from unlawful discrimination, harassment, isolation and defamation. In so doing, Richland County Government has the potential to become the best and most productive local government in the country.

The County's senior managers and leaders are committed to embracing and successfully managing diversity. Department Heads and Supervisors lead the way. They must meet the standard and raise it every day and in every way and engage all employees and other County stakeholders in this important effort.

Every employee of Richland County Government's workforce is accountable and responsible for creating and maintaining a positive work environment that allows all employees to maximize their potential and fully contribute to the achievement of the County's mission and vision. Employees are encouraged to respect the perspectives that each individual potentially brings to the County's workforce, operations and service delivery.



## **Nepotism/Employment of Relatives**

Persons in the same immediate family may not be employed or continue to be employed in the same administrative division if one directly or indirectly supervises another or interacts with another in the handling of money or compensation. Immediate family is defined as spouse, parent, child, grandparent, grandchild, brother or sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family is also considered to include stepparents, stepchildren, stepbrothers and stepsisters when the employee and the step-relative have lived together regularly in the same household.

Unrelated employees residing together or otherwise engaged in an apparently romantic relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this nepotism policy.

If employees become related by marriage or begin living with each other and their continued employment would create a situation prohibited by this policy, one of the employees may be asked to give up his position. If the employees cannot choose which of them it will be, the employee having the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions within the County for which s/he is qualified.

Employees are obligated to notify their Supervisor if immediate family members are working within the same administrative division, if a known employment decision would result in such a situation, to disclose relationships on applications for jobs or promotions and to immediately inform their supervisor if relatives become employed with the County.

Situations not specifically addressed in this policy which, in the County's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled in the County's discretion

## **Conflict of Interest**

Employees of the County are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they or their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the County. The supervisor must send the notification to the County Administrator for review. If the County determines a potential conflict of interest exists, the matter will be reassigned to another employee.

Employees are required to review the Guide to the South Carolina State Ethics Act, be familiar with the guidelines and policies of the Ethics Act, and sign for receipt of the Guide. Employees must contact the Legal Department for clarification prior to taking any questionable action that might reasonably be viewed as a violation of the Ethics Act.

## **Gifts and Gratuities**

In addition to the prohibitions of the State Ethics Act, no employee may directly or indirectly solicit any gift or accept or receive a gift under circumstances in which it could be inferred that the gift was intended to influence him in the performance of his official duties or was intended as a reward for an official act on his part. A gift is defined as any benefit, favor, service, privilege or thing of value that could be interpreted as influencing an employee's impartiality. A gift includes but is not limited to meals, trips, money, loans, rewards, merchandise, foodstuffs, tickets to sporting or cultural events, entertainment, and personal services or work provided by County suppliers or contractors. This policy

is not intended to prohibit the acceptance of items of nominal value that are generally distributed to all employees. A determination as to whether this policy has been violated is in the County's sole discretion.

### **Political Activity**

Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations who advocate the forcible overthrow of the government of the United States, the State of South Carolina or any of its political subdivisions. (In addition, supervisory employees may not belong to a labor organization that accepts to membership subordinates of such supervisors.)

In certain circumstances involving real or potential conflicts of interest, employees who run for any partisan or non-partisan public office may not be allowed continue in County employment. Even if an employee or candidate is allowed to remain in the County's employee while a candidate for office, the employee/candidate may be placed on an unpaid leave of absence until after the election. If an employee is placed on leave of absence, his employment will terminate upon his election to a partisan public office.

For purposes of this policy, an employee is considered a "candidate for public office" as soon as he begins actively campaigning for nomination or election, or when he files for candidacy, whichever comes sooner.

Employees may not campaign during County work time or use County resources (on or off-duty) for campaign purposes.

### **Code of Ethics**

Employees of the County are covered by state ethics laws that prohibit public employees from using their public position for their own personal gain or to benefit a family member or business associate. State law also prohibits employees from making governmental decisions on matters in which they or their family or business associates have an economic interest. Employees must notify their supervisors in writing of any matter in which they, their family or business associates have an economic interest and in which they must act on behalf of the County. The supervisor must send the notification to the County Administrator for review. If the County determines a potential conflict of interest exists, the matter will be reassigned to another employee.

The County expects its employees to conduct themselves and perform their work in concert with sound business practices and ethics. At all times, whether in or outside the workplace, employees must act in the best interest of the County and must refrain from conduct that is unbecoming and/or that would reflect discredit of his/her department or of the County.

Employees are required to review the Guide to the South Carolina State Ethics Act, be familiar with the guidelines and policies of the Ethics Act, and sign for receipt and ask questions prior to taking any questionable action that might violate the Ethics Act.

## **Attendance**

All employees are expected to be at work, arrive on time and observe scheduled work hours. An employee who is absent from duty for a day or any part of a day without notifying his/her Supervisor will be considered absent without approved leave. An employee who is absent for three (3) consecutive days without notice to his/her Supervisor is deemed to have resigned and abandoned their position.

An employee who must be absent from scheduled work should make every effort to personally notify his/her Supervisor, prior to the start of a work shift, of the need for absence. Except in an emergency, an employee who is unable to report to work (due to an illness, injury or disability) is expected to personally notify his/her Supervisor with as much prior notice as possible, but not later than two (2) hours after the start of the work shift (unless departmental directives specify otherwise). If the employee is unable to call, s/he should make arrangements for someone else to call on his/her behalf. The responsibility of notifying the Supervisor lies solely with the employee.

## **Personal Appearance**

All employees are expected to maintain a neat, clean and professional personal appearance based on the nature of their work and standards of the department. Employees should dress safely, professionally and appropriately for the type and place of work they perform consistent with departmental procedures. All employees who are required to wear a uniform must be in complete uniform at all times while on duty.

If, in the opinion of the Department Head, an employee's appearance is considered to be inappropriate for the business environment, the Department Head has the right to send the employee home (without pay) to make appropriate changes to his/her dress or appearance.

At the discretion of the Department Head, County departments may observe Casual Day on Friday and develop departmental guidelines for Casual Day attire. However, employees are still expected to represent the County in a professional manner.

## **Selling and Solicitation**

The County workplace is not the place for general selling or solicitation.

County employees desiring to solicit funds or to peddle goods for charitable or non-charitable purposes must first obtain written approval from their Department Head and from the Department Head of employees they wish to solicit.

Employees are permitted to solicit during their non-working hours, even in work areas, as long as such solicitation does not involve or interrupt other employees who are working.

Solicitations by County employees are permitted only as long as the privilege is not abused and as long as the employee has written approval to do so, and solicitations do not interfere unduly with the normal conduct of County business.

## **Travel and Expense Reimbursement**

All employees of the County will be reimbursed for approved travel and expenses incurred in the course of their employment. The County desires to reimburse employees in an orderly, consistent and systematic manner for business expenses.

## **Use of County Vehicles**

To ensure County vehicles are appropriated and used in an authorized and safe manner, County vehicles are for use only on official County business and as authorized under the scope of the employee's job duties or as directed by the employee's Supervisor.

Employees using County-owned vehicles must drive and handle them in a safe and conscientious manner, must possess a valid driver's license and obey all traffic rules and regulations, and must comply with all applicable County policies and guidelines.

Any employee involved in an automobile accident involving a County vehicle, unless prevented by serious injury, must:

- Immediately report by telephone to the Richland County Sheriff's Department and/or other law enforcement agencies, if applicable:
- Make every effort to secure the following information from the other driver(s):
  - His/her name, address, and Drivers License number.
  - The name of his/her insurance company and policy number.
  - The license tag number of his/her automobile.
- Make no statement which could be construed as an admission of fault or which might obligate the County or its insurance carrier.
- Stay with the vehicle until it has been removed for repair or instructions are given otherwise.
- Notify his/her Department Head as soon as possible.
- File an accident report with the Risk Management Department. This report should be filed as soon as possible, but must be filed within three (3) days after the accident.

Any unauthorized use of a County vehicle is strictly prohibited. It is the employee's responsibility to maintain the appropriate authorization and legal ability to operate a County vehicle according to current county state and/or federal laws, regulations or policies.

## **Media Communication**

Employees must contact the Office of Public Information before giving any press statements, announcements or other public information to mass media news agencies and obtain approval from the County Administrator before releasing information to the media.

# Employment

## **Hiring/Recruiting**

The County endeavors to hire the most suitable candidate for open positions and encourages current employees to apply for positions for which they are qualified. The County may also solicit and consider applications from external applicants. Decisions to fill an open position that are made by lower levels of management require prior approval by the County Administrator.

## **Security Identification Badges**

All Richland County employees must have and wear security I.D. badges. Employees are expected to wear I.D. badges at all times while on County property or on County business. The I.D. badge must be available for inspection any time during working hours. Employees must report the loss of their id badge immediately to their supervisor.

## **Employment Status**

Regular full-time employees are those that have satisfactorily completed new hire probationary period requirements and who work in full-time budgeted position and work no less than the department's official full-time work schedule in a regular budgeted and funded position (however, the County does not guarantee any minimum number of hours of work per week.) Regular full-time employees are eligible for participation in SCRS and Pay for Performance process and County benefits.

Regular, part-time employees are those that have satisfactorily completed new hire probationary period requirements and who work in a part-time budgeted position and work on average less than thirty (30) hours per week in a regular budgeted and funded position (however, may be called upon to work above their normally scheduled hours of work when workloads require). Regular, part-time employees are eligible for participation in SCRS and Pay for Performance process but are **not** eligible for other County benefits.

Part-time employees are those that work less than 30 hours per week in a non-funded position. Part-time employees are eligible for participation in SCRS and Pay for Performance process but are **not** eligible for other County benefits.

Grant Funded Position employees are those that are hired into a position designated for a specified period of time as identified in the grant. Employees in grant-funded positions must sign a Grant Funded Position Acknowledgement, must satisfactorily complete their specified new-hire probationary period, and may be eligible for employee benefits contingent on funding.

All regular, full-time, regular part-time and grand-funded employees must complete a probationary period. Probationary-employees are employees who are serving a specified new employee probationary period and are generally not eligible for promotion.

Temporary employees are those hired for a limited period of time or until completion of a particular project or projects (generally not longer than six months). Such employees may work part-time or full-time hours depending on the needs of the County. Temporary employees are generally not eligible for benefits.

## **Probationary Period**

All new employees (except temporaries) including former employees who have been rehired, are considered to be on probation for the first six months. This period is a continuation of the selection process and is a time in which the new employee should make extra effort to demonstrate that s/he is well suited for his/her job. If the Department Head concludes at any time during the probation period that the new employee is not well suited for the position, the employee may be terminated or may be placed on extended probation if approved by the County Administrator.

The probation period ends successfully when the Department Head, not sooner than one year after the employee was hired, evaluates the new employee in writing and authorized taking him/her off of their initial probationary status.

All newly promoted employees are considered to be on probation in their new positions for three months. This period is a continuation of the selection process and is a time in which the newly promoted employee should make extra efforts to demonstrate that s/he is well suited for the promotion.

Department Heads may require promoted employees to serve probationary periods on their new jobs of not more than 3 months at their former salary.

## **Outside Employment**

The County expects an employee's work for the County will take precedence over any outside employment engaged in by an employee. Employees must get prior written approval on the appropriate form from the County Administrator before engaging in other employment for salary, wages, commissioned services, or self-employment. Should the County, in its sole discretion, determine that an employee's outside employment interferes with or is otherwise incompatible with employment for the County; the County may revoke its written approval and notify the employee. Employees may not engage in any private business or activity while on County work time or at County workplaces.

## **Notice of Resignation**

A separating employee should submit a written notice of resignation or retirement at least fourteen (14) calendar days prior to his/her last day of work. Department Heads may request longer notices in writing for unique positions but this is not a requirement. Division Manager or higher level positions are expected to provide at least thirty (30) days notice. The notice should include the reason(s) for, and effective date of, the resignation.

# **Safety and Security**



## **Workplace Privacy**

The workplace is intended to be a place of work. An important part of work is communications and record keeping. No employee is at work 24 hours a day, seven days a week, and there are times when management needs access to communications or records maintained by employees in their individual workplaces. Each employee must understand that personal items and personal communications received or stored on County premises are not entitled to a guarantee of privacy.

Management may search County property such as employee desks, lockers, file cabinets, County-owned vehicles, etc.

Electronic media raise similar issues. The County provides electronic and telephonic communication and, when necessary, computers to employees. Although assigned to the employee, these items belong to the County. Similarly, any computer programs loaded on and any computer files created on a County computer belong to the County. While the County permits limited personal use of the computer, it retains the right to determine what use is appropriate. Unauthorized programs and files may not be used on County computers without the written permission of the County. The County reserves the right to review voice mail, electronic mail, computer files and other electronic information generated by or stored in the County's electronic systems.

## **Security**

Employees are prohibited from the use or possession of a weapon of any kind on County property that is not authorized as part of their County employment. The term "weapons" includes, but is not limited to firearms, ammunition, knives or explosive devices.

Any County employee receiving a verbal or written bomb threat will immediately notify the nearest law enforcement agency by the most expeditious means possible. Employees are to comply with the instructions of the law enforcement agency.

The Richland County Facilities Management Division is responsible for providing and maintaining fire extinguishers and evacuation plans. Department Heads should conduct fire drills for occupants of all County buildings as appropriate

Employees have access to County property and facilities during their normally scheduled hours of work and outside their normal hours of work, when on County business. However, when not engaged in County business, access may be limited to public areas.

No employee may take for his/her personal use any County-owned equipment. All employees must use County-owned equipment only as authorized by their job duties.

The loss through theft or any other reason of an employee's personal property is not the responsibility of Richland County and reimbursement for loss of personal property will not be made absent exceptional circumstances and then only as approved by the County Administrator. Each employee is urged to secure his/her property so as to prevent damage or loss.

Employees are not permitted to use County facilities (including meeting rooms, County equipment, or duplicating equipment) for other than County business unless such facilities or equipment are available in accordance with established guidelines on a regular basis to the general public. Where such facilities or equipment are made available on a regular basis to the public, employees will be permitted to use

such facilities or equipment on the same basis as the general public and subject to the same conditions that apply to the general public.

### **Smoke Free Workplace**

The County desires to achieve a public facility environment as close to smoke-free as practically possible and legally required. When the rights of the non-smoker and the concerns of the smoker conflict, management and employees should endeavor to find reasonable solutions. When this is not possible, the rights of the non-smoker will prevail. Employees are allowed to smoke in designated smoking areas only.

### **Workplace Violence**

It is the policy of the County to make every reasonable effort to discourage workplace violence, including domestic violence at work. Employees are responsible to report any workplace violence threat promptly to their supervisor and/or HRD. Employees are prohibited from threatening other employees or citizens, including “joking” threats.

### **Information Access and Release**

The County may release basic job information, such as employment status, job title, dates of employment and level of insurance coverage without notification to the employee. The County may also cooperate with law enforcement, public safety or medical officials who have a valid need to ascertain information about an employee and may provide to such officials whatever information such officials request.

Employee information may be provided by the County in response to subpoenas or requests by government officials investigating the County’s compliance with federal or state law or on other official government business.

Under the State Freedom of Information Act, certain information about public employees is within the public domain and may be provided if requested. The County abides by this act.

### **Subpoenas**

An employee who receives or is served with a non-routine subpoena in any judicial or other proceeding in his/her capacity as a County employee, will immediately notify his/her Supervisor and/or Department Head of the subpoena. If the employee receiving a subpoena has any questions about whether the subpoena is routine or non-routine, the employee should forward the matter to the Legal Department for review.

### **Employee Protection Line**

The County recognizes that there may be situations where employees do not feel at ease in coming forward internally to report workplace wrongdoing. In these instances, employees are able to report workplace wrongdoing anonymously to a toll-free third-party telephone service. This toll-free number is an enhancement to the County’s internal systems for reporting wrongdoing and risk. Examples of subjects that can be reported using the employee protection line include discrimination, sexual harassment, violence or threats of violence, theft, unsafe acts, worker’s compensation fraud and retaliation. Reports are kept as confidential as possible.

The toll-free number is 800-576-5262 and the County Code is 30042.

## **Safety**

The County is dedicated to promoting safe and healthy working conditions and attitudes for its employees. It is therefore the policy of the County to make all reasonable effort to: protect the safety of employees, citizens and visitors against accidents and known occupational hazards; comply with all applicable statutes, regulations and standards of government agencies and other regulatory authorities relevant to occupational health and safety; give priority to safe working conditions and job safety practices in the planning, budgeting, direction and implementation of County activities; and formulate and carry out continuing effective safety programs appropriate to County operations.

Safety rules are important and should not be violated. It is the employee's responsibility, as well as the County's, to ensure employee safety, the safety of coworkers and the safety of the general public, by not engaging in any unsafe acts.

Any employee who has knowledge of unsafe acts, conditions or equipment is encouraged to notify his/her Supervisor, Department Head or the Risk Management Office. Employees must immediately report to the Supervisor or Department Head any work-related accident, injury or near accident.

Employees should check with their Supervisor concerning safe work rules and practices for department and County and become familiar with safety guidelines established by their department and the County.

Employees must comply with department and County safety policies and procedures along with local, state and federal laws and regulations.

Employees should seek guidance from his/her Supervisor concerning safety-related knowledge and skills required to ensure safe performance on the job and attend safety training programs and meetings as assigned.

## **Computer/Internet Abuse**

The County consents to the reasonable use of its computers for personal business, but what is "reasonable" is determined in the sole discretion of the County. The only sure way to avoid violating the County's policy on personal computer use is not to use the County's computers for any personal purpose.

The following personal computer use is absolutely forbidden:

1. to access any material which the County considers to be pornographic (sexually explicit and intended to cause sexual arousal)
2. to purchase any goods or services, even if charged to the employee's personal credit card
3. to conduct business for outside employment or a side-business of the employee while on County time
4. to transmit or knowingly accept receipt of any communication which is pornographic, obscene or, in the County's opinion, might contribute to a hostile work environment in that it demeans individuals on the basis of race, sex, age, national origin, disability or some similar distinction.

County employees may not use personal electronic equipment (including but not limited to personal laptop computers and cellular phones) on County property or at County work sites to engage in conduct, which would be prohibited if using County equipment.

**Important Notice:** The County has the capacity to examine the computer usage of individual employees in detail. Even though an item has been deleted and the employee cannot retrieve it, this does not mean that the County cannot do so. It is possible to generate a report of every Internet connection made by each user and of how much time was spent in each connection.

### **Inclement Weather or Emergency Conditions**

Employees whose departments are closed due to inclement weather will be compensated for time not worked due to inclement weather or emergency conditions only with the use of their personal accrued annual leave or by arrangement with the Department Head to make up the time lost from work.

At the discretion of the Department Head, a non-exempt employee may be permitted to make up the time within the next 30 calendar days. Such make up time must be at the regular hourly rate.

At the discretion of the Department Head, exempt employees who do not work may either take accrued annual leave, leave without pay, or administrative leave with pay (to help offset previously worked additional hours) for up to 7.5 hours per week.

If an employee is not called in to work, does not have accrued annual leave or compensatory time, and/or is not authorized to make up the lost work time by his/her respective Department Head, the employee will be on leave without pay status for the normal work time County offices are officially closed.

Employees whose departments are not closed due to inclement weather or whose jobs require that they report are expected to report to work. Those who fail to report, arrive late or leave early will not be paid for the time off work, are considered unexcused, and may be subject to disciplinary action.

### **Drug Free Workplace Policy**

All employees of the County are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.) and prescription drugs which are not prescribed for the employee's own use. This prohibition applies to use at any time, both on the job and off the job. County employees are, of course, permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

Similarly, employees are prohibited from reporting to work, using or being anywhere on County property while under the influence of alcohol, illegal drugs or controlled substances. For purposes of this policy, "under the influence" means having any detectable amount of any such substance in the employee's system.

The County requires employees in certain positions to submit to random drug testing as a condition of employment. The County may also test employees for drug or alcohol use in violation of this policy any time the County has reasonable suspicion of a violation of the policy.

As a condition of employment, employees agree to notify the County within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. As required by the state and federal Drug Free Workplace Acts, the County must notify all state and federal grantors/contracting agencies of such employee convictions. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest or a plea of guilty.

The County may notify law enforcement authorities whenever illegal drugs or drugs not prescribed to the employee are found in the workplace.

# **Compensation, Wage & Hours of Work**

## **Compensation Philosophy**

Richland County has adopted a compensation philosophy that provides a foundation for the development of the County's pay plan and guides decisions that affect employee pay. Richland County's mission is to be a leading local government in the State and nation. In order to fulfill this mission, the County must retain and attract competent employees dedicated to the mission of providing high quality public service. This requires a comprehensive compensation program that rewards and recognizes employee job performance, skill development, commitment and quality service delivery through performance excellence.

Richland County is committed to a Total Compensation program that is designed to retain the quality and number of highly skilled and fully-proficient employees needed to support the mission of the County, within fiscal resources based on approved budgets. The County places a high value on employee understanding of the compensation policies and practices as being reasonable and impartially administered.

## **Classification System**

The County Administrator may develop a system for classifying positions within the County, including pay ranges for those positions. Classification systems and pay ranges are subject to change at any time. The establishment of pay ranges or grades for any position does not guarantee the occupant of that position any particular rate of pay.

## **Hours of Work**

The County's normal hours of business are from 8:30 a.m. to 5:00 p.m. However, some departments must operate outside the County's normal hours of business, and schedules of employees of those departments may differ from the County's normal hours. Each department is responsible for scheduling its employees so as to meet the needs of the County. Employees may be required to work overtime. Employees are required to adhere to established work schedules.

Regular full-time employees who work during the County's normal hours of business receive one unpaid meal break of 60 minutes. Breaks and meals for employees whose departments operate outside the County's normal hours are set by those departments. Meal breaks and any other breaks should not interfere with workload and may be adjusted/eliminated as necessary to avoid undue disruption to critical work. .

Employees may not use break times and meal periods to report late or to leave early nor may break periods be combined with the meal period.

## **Overtime and Compensatory Time**

Non-exempt employees, with the exception of law enforcement personnel, receive overtime premiums at 1.5 times their regular hourly rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 85 hours in 14 days.

Employees must accurately record all hours worked and must have worked all hours recorded. Employees may not work "off the clock," and employees may not work overtime without the permission of their supervisor Department Head or other authorized agent of the County. Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay or compensatory time off. However, the

Department Head may, in his/her sole discretion, grant additional paid time off to exempt employees who have worked unusual amounts of time in excess of the normal schedule (not to exceed 7.5 hours per week), but no exempt employee has a right to such additional paid time off. There is no payment for compensatory time upon termination.

## **Payment of Wages**

Employees are paid every other Friday by direct deposit.

The County deducts from employees' gross pay taxes and withholding that are required by the taxing authorities. The County may also deduct from employees' pay the employees' share of any premiums or plan contributions for insurance, retirement and similar plans that are elected by the employee. The County may make other deductions as required by law or court order.

Cash, debts owed the County, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, County identification cards and other items belonging to the County that are advanced or issued to an employee but not repaid or returned by him/her at the time of his/her termination are considered advances of wages, the value of which may be deducted from the employee's final pay check(s).

## **Personnel Actions**

Following are the general types of personnel actions within the County.

Demotion – The voluntary or involuntary movement of an employee from one position to a position with reduced duties and responsibilities and/or a lower pay grade. Demotions usually result in the reduction of an employee's pay.

Promotion – The movement of an employee from one position to a different position with increased duties and responsibilities and/or a higher pay grade. Promotions generally result in an increase in an employee's pay. Promotion increases can range from 5% to 15% depending on several factors. 58

Reclassification – The reassignment of an existing position from one classification to another based on job content such as duty, kind of work, level of difficulty, required skill and education, and accountability for work being performed. Reclassification may result in an increased (if the employee is below the minimum of the new pay grade), decreased or maintained pay rate.

Transfer – The transfer or reassignment of an employee to a position with the same level of duties and responsibilities and pay grade as the position that the employee previously held. Transfers usually result in no change in pay.

## **Longevity Performance Bonus Pay**

The County recognizes and values the training, experience, contributions and commitment of long-term employees as a valuable asset to the County and reaffirms the County's decision to encourage valuable employees to remain with the County. All Regular, full-time employees are eligible for Longevity Bonus Pay after they have been employed in a Regular, full-time position with the County, for a continuous minimum period of five (5) complete years, as of July 1<sup>st</sup>, which will be established as the base date both for qualification and computation. Longevity Bonus Pay will be computed after this date.



Longevity Bonus Pay is paid at the rate of one (1) percent of the employee's base pay rate for each year of service for those employees serving five years, two (2) percent of the employee's base pay rate for those employee's serving ten years and three (3) percent of the employee's base pay rate for those employees serving fifteen or more years.

# Holidays and Leave

## Holidays

The County observes the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Holiday	4th Thursday and following Friday in November
Christmas Holiday	Christmas Eve and Christmas Day or Christmas Day and the day after Christmas

Only employees working in Regular, full-time positions are eligible for Observed Holiday Pay.

Holidays which fall on Saturday are generally observed the preceding Friday. Holidays which fall on Sunday are generally observed the following Monday.

County Council may declare additional days as holidays.

An eligible employee must be in active pay status on his/her normal or scheduled workday before and after the observed holiday to receive holiday pay.

Exempt employees who are required to work on a holiday may arrange for administrative leave with pay (not to exceed 7.5 hours per week) as their schedules allow and Department Head authorizes. The administrative time off may or may not fall in the same pay period as the holiday and does not necessarily equal or exceed the time worked on the holiday.

At the discretion of the supervisor, non-exempt employees who are scheduled to work on a holiday receive an additional day's pay or are provided with an alternate day off to be scheduled by the supervisor.

## Annual Leave

The County's strives to support the well being of eligible employees by providing the opportunity to accrue and take accrued annual leave. The County encourages all employees with accrued annual leave to take approved vacation annually. Annual leave is a benefit that must be accrued and not a right.

Regular full-time employees accrue annual leave as follows:

75 HOUR WORK SCHEDULE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED PER YEAR
0 – 10 years	2.89	75
11-20 years	4.33	112.5
21 or more years	5.77	150

85 HOUR WORK SCHEDULE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED PER YEAR
0 – 10 years	3.27	85
11-20 years	4.90	127.5
21 or more years	6.54	170

An employee must request and receive prior approval from his/her Supervisor or Department Head in order to utilize accrued annual leave. Annual leave may not be used during the first six (6) months of employment unless approved (in writing) by the Department Head.

Under normal circumstances, annual leave should be requested by the employee in writing well in advance of the date leave is scheduled or as prescribed by department procedures. Annual leaves will be scheduled as much as practical in accordance with employee requests. The County's workload demands, however, are paramount.

When more employees request particular days off than can be accommodated, supervisors will make annual leave assignments taking into account the date the requests were made, special needs for particular annual leave dates and the employees' lengths of service.

The maximum number of annual leave days that can be accumulated and carried over from year to year is 45.

**Unused annual leave will be paid for at termination only if the employee is terminated for non-disciplinary reasons or if the employee gives and properly works a two-week notice of resignation. The notice requirement may be waived by the County Administrator. Annual leave balances may be reduced for disciplinary reasons.**

## Sick Leave

The County strives to support the well being of eligible employees by providing the opportunity to accrue and take accrued sick leave. Sick leave is a privilege granted by the County, not a right. The County strives to provide employees with sufficient paid sick leave. Sick leave may be approved for the following reasons:

- Illness, injury or disability of the employee.
- Obtaining professional services from a health practitioner for treatments for which arrangements cannot reasonably be scheduled outside of working hours.
- Illness, injury or disability of an employee's immediate family member (up to a maximum of six (6) days of sick leave per year).

Employees may be required to submit a physician's statement before being eligible for sick leave payment. A physician's statement will be required if the employee is absent from work for 3 or more consecutive days and/or where the employee has previously been counseled or disciplined for excessive use or abuse of sick leave. In some circumstances, employees may be required to provide certification from their physician that they are able return to work before being allowed to return to work. Abuse of leave or failure to call in as required may result in denial of paid sick leave.

Only regular full-time employees accrue sick leave and carry over a maximum number of hours as follows:

WORK SCHEDULE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL LIMITATION
75 hour work schedule	3.46	90	675
85 hour work schedule	3.93	102	765

Employees are required to contact their supervisor as soon as possible prior to the start of work (no later than two (2) hours after the start of the work shift) when requesting an absence unless other arrangements have been made with the Supervisor.

An employee who has accrued at least 150 or more sick leave hours (170 for 85 hour –14 day work schedules) and who resigns or retires voluntary, will at the time of their separation (providing employee gives and works a two week notice and is terminated without cause), be paid for 1/4 of their accrued, but unused, sick leave hours (up to the maximum number of allowed hours).

## Advanced Sick Leave

The County provides the opportunity for Regular full-time employees with a serious medical condition who have used all of their accrued sick and annual leave the opportunity to borrow sick leave. Sick leave may be advanced up to twenty-four (24) work days upon Department Head, HRD and County Administrator approval in order to help support the recovery of employees who are seriously ill, injured or disabled.

Upon returning to work, an employee who has been granted advanced sick leave will have deducted from his/her accruals all accrued sick leave to be applied to the existing deficit, until such time as the deficit in the employee's sick leave account no longer exists.

If an employee who has been advanced sick leave have his/her employment with the County is terminated for any reason prior to accruing sick leave equivalent to the amount advanced, the Finance Department will cause an appropriate amount of money (equal to the employee's daily rate of pay times the number of unrepaid sick hours) to be deducted from the employee's final paycheck and/or the employee may be billed for the amount of outstanding monies due to the County.

Employees should notify their Supervisor immediately of request and reason for advanced sick leave request.

### **Administrative Leave With Pay**

To provide for leave with pay under circumstances that do not fall under the guidelines of any other paid leave procedure. In unusual or emergency circumstances, Regular full-time employees may be granted administrative leave with pay only by the County Administrator.

No employee has any right or entitlement to administrative leave with pay, regardless of the circumstances of his/her absence. Among those unusual situations to which administrative leave with pay may apply:

- Absences due to a County-ordered fitness for duty examination.
- Absences due to pending investigations or reviews of alleged improper conduct.
- Absences due to any other unusual or emergency circumstance that the County Administrator determines warrants a leave with pay.

Employees should notify their Supervisor of dates and reason a leave with pay is being requested if leave is voluntary.

### **Catastrophic Leave**

The Catastrophic Leave Program is a voluntary program that allows eligible employees to donate a portion of their accrued annual leave and sick leave to assist other eligible employees who are experiencing a catastrophic illness and/or injury. The Catastrophic Leave Program provides eligible Regular, full-time employees the opportunity to receive 67% of their gross pay and continue in pay status for up to thirty (30) days (225 hours for 37.5 hours –7 day period employees and 255 hours for 85 hour-14 day period employees) in a rolling twelve-month period.

Donations and Requests will be processed in the order in which they are received. If time is available within ninety (90) days, it will be allocated accordingly. If time is not available, requests will be kept for ninety (90) days. During that time frame, if time becomes available and if the employee still qualifies, time will be distributed. If time does not become available, requests will be considered void and requesting employee and Department Head notified.

Donors may not donate directly to an individual employee. Donations must be made in hour increments after an initial 37.5 hour donation. An employee may donate his/her accrued annual or sick

leave to the catastrophic leave program only if the employee has at least seventy-five (75) total hours of accrued sick and/or accrued annual leave remaining after the donation. A donor may not donate accrued leave that exceeds the maximum annual carry over limitation for the respective type of leave (leave that would be lost due to maximum accrual limitations). Once the donation is approved, the donor may not revoke the donation.

To be eligible for catastrophic leave, an employee must be a regular, full-time employee and must not have been the subject of disciplinary action due to attendance in the preceding two (2) years. The recipient must have had a minimum of seventy-five (75) hours of combined sick and annual leave time available at the beginning of the illness or injury. Recipients must exhaust all annual and sick leave, and request, be approved for, and use advanced sick leave before participating in the catastrophic leave program. The recipient employee may not compensate the donor employee for time donated. The maximum request for leave from the catastrophic leave program may not be more than thirty (30) days requested in a rolling twelve-month period. In any pay period, recipients may use donated hours only up to 67% of their normal scheduled work hours.

### **Military Leave**

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time and for that reason no effort is made to set forth the law in this policy.

### **Jury Duty**

Employees who work in Regular, full-time positions are entitled to a paid leave of absence for their regular rate of pay on all work days during which s/he is required to appear in any court to serve as a juror.

An employee receiving notice of a call for jury duty should immediately notify his/her Supervisor. The employee must provide the Supervisor with all pertinent information, including a copy of the official notification of selection for duty.

If jury duty extends for less than half the daily scheduled work period, the employee is required to report for work at the conclusion of jury duty, unless departmental directives specify otherwise. If jury duty is required for more than half the scheduled daily work period, the employee is not required to report for work on that day.

To receive paid jury duty leave, the employee must turn in to the Finance Department any compensation received for serving on a jury (excluding mileage). That is, an employee eligible for paid jury duty leave may receive either his/her regular rate of pay for days served on jury duty or the juror fees/allowances paid by the court for his/her jury service, but not both.

### **Bereavement Leave**

An employee will be paid for time actually lost from straight time scheduled work up to 3 days due to attendance at the funeral of a member of his immediate family, which is defined as spouse, parent, child, grandparent, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. The immediate family will be considered to include step-parents, step-children, and step-brothers and step-sisters only when the employee and the deceased had lived together regularly in the same household at or prior to the time of death. The County requires proof of relationship and

attendance at the funeral by requiring an obituary or documentation from the funeral home that states the relationship of the deceased to the employee.

Employees may be excused from work to attend the funerals of other family members and, upon request, may be paid for such absences from accrued annual leave balances.



## **Disability and Personal Leave**

### **Leave for Employees Employed Less Than 12 Months; for Employees Who Have Worked Fewer Than 1250 Hours In Preceding 12 Months; and for Employees Whose Reasons for Leave are not Covered by the Family and Medical Leave Act.**

An employee who has completed his initial probation (and any extension thereof) may request a leave of absence for up to 6 months when unable to work because of sickness, pregnancy or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Personal leaves are granted only in the discretion of the County Administrator upon recommendation by the employee's Department Head and/or HRD.

Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.

Disability leave begins on the first day of absence.

After the employee has exhausted any annual and/or sick leave, as a general rule, an employee on leave of absence is not entitled to wages or fringe benefits and does not accrue fringe benefits. Certain exceptions may be established by law.

Employees on leave of absence may not engage in other employment.

Employees desiring to return to work from an unpaid leave of absence should notify their Supervisor in writing at least 5 days prior to their desired return date. If the County finds that the employee is fit to resume his duties, the employee may be recalled to his former job if a vacancy exists which is to be filled. If no such vacancy exists, the employee may be recalled to any job in which there is a vacancy and for which s/he is qualified. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence may be continued. Any employee who has not been reinstated within six (6) months following the commencement of a leave of absence is terminated. This action does not affect the employee's eligibility to be considered for hire as a new employee at some future time.

## **Disability and Personal Leave**

### **Family & Medical Leave Act – (Applies Only to Employees Employed 12 Months Or Longer And Who Have Worked 1250 Hours or More in the Preceding 12 Months, Both Prior to Commencement of Leave.)**

Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

#### **Reason for Leave of Absence**

An eligible employee will be granted a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his job, if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household will end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household. **Proof of need for leave of absence may be required.**

#### **Length of Leave**

An eligible employee is entitled to the equivalent of a total of 12 work weeks of leave during any 12 consecutive months. The County uses a “rolling” twelve months for determining leave availability. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child or parent may be taken intermittently or by means of a modified work schedule when necessary.

#### **Effect of Leave on Paid Time Off**

An employee who must be absent due to his own serious health condition or that of a parent, spouse or child will be paid for time lost from work first from accrued sick leave balances and then from accrued annual leave balances and similar balances. An employee who takes leave for any other reason will be paid for time lost from work from his annual leave balance. Leave taken under this policy counts towards the employee's 12 weeks of leave regardless of whether all or part of the employee's leave is paid.

FMLA time will run concurrently with the employee's accrued sick and/or annual leave, as well as any advanced sick leave or any leave pool time paid to the employee during the FMLA leave.

#### **Effect of Leave on Accrual of Fringe Benefits**

Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages.

Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

### **Employee Responsibility**

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances.

Employees may not engage in other employment while on leave of absence.

### **Modified Light Duty**

Employees who accept a modified light duty assignment because of a condition which qualifies them for FMLA leave have a right to restoration to their regular positions for only 12 weeks counting both FMLA leave and time spent on modified light duty.

### **Termination of Leave of Absence**

A leave of absence under this policy ends when the need for the leave of absence ends or when the maximum leave described above has been taken, whichever occurs sooner.

### **Reinstatement**

At or before the conclusion of the FMLA leave of absence (or 12 week combination of leave of absence and time spent on light duty), the employee is entitled to reinstatement to his former position or to a position equivalent to his former position. The employee must demonstrate that s/he is fit for duty and must give reasonable notice of intent to return to work. Key Employees as defined by the FMLA (salaried employee in highest paid 10% of all employees) may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

### **Extension of Leave Without Benefits**

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for a Leave of Absence Without Pay. Such extended leaves are granted only at the discretion of the County Administrator upon recommendation of the employee's Department Head.

### **Automatic Termination of Employment**

An employee's employment automatically terminates if s/he does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence.

### **Special Situations**

When both a husband and a wife are employed, their combined right to a leave of absence to care for a child or parent is 12 weeks in a 12 month period.

# Benefits

**The County currently offers a competitive benefits package. The terms of the County's benefits plans are subject to change, and the County is not responsible for any changes in or elimination of benefits or benefit plans. Please contact the Human Resources Department for specific information on the County's benefit plans.**

**Some benefits require that certain conditions be met, such as the employee's request and/or management's approval for activation.**

## **Health, Dental and Life Insurance**

The County currently pays the premium cost for group health, dental and life insurance for each Regular full-time employee. Employees may choose from various dependent coverage options. The cost of dependent health insurance coverage is currently shared between the County and the employee. The cost of all other employee and dependent insurance coverage (i.e., dental and life) is currently borne exclusively by the employee.

## **Retirement**

Richland County retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.

An employee who meets the service requirements for full retirement prescribed by the SCRS or PORS (Police Officer Retirement System), who retires from County employment directly to retirement under the SCRS or PORS, is eligible to participate in the Richland County retiree benefit program. If an employee is eligible for retirement and the appropriate documentation is provided to the County to verify such retirement, the County currently pays for health insurance coverage for such retiring employee subject to the terms and conditions of the insurance contract in existence at the time of retirement. An additional 10% longevity payment will be included in the final paycheck of employees who have twenty (20) or more years of service dating from the last employment or reemployment, and left County employment in order to immediately begin receiving benefits under the state retirement system (and show evidence of such), and have not been terminated for disciplinary reasons, nor have retired in order to avoid termination for disciplinary reasons.

For information on the Teachers Employment Retirement Incentive or the Law Enforcement Retirement Incentive Programs, please contact Human Resources.

## **Deferred Compensation**

The County provides a voluntary pre-tax retirement program administered by the State of South Carolina Deferred Compensation Office which is designed to enable employees to supplement their retirement financially by using a tax-deferred program as provided by law.

## **Supplemental Insurance Benefits**

Disability programs and other supplemental insurance programs are provided to Richland County employees through payroll deduction at the employee's expense.

## **Workers' Compensation**

County employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the County. Employees must report immediately any on-the-job injury, regardless of severity, to their supervisor.

## **COBRA**

Employees covered by the County's group health, dental, and/or Section 125 health care flexible spending accounts have a right to choose continuation coverage of group health, dental, and Section 125 plans, if coverage is lost because of a reduction in hours of employment or separation from employment (for reasons other than gross misconduct on the employee's part).

## **Section 125**

The County currently provides Section 125 plans to employees in Regular, full-time positions in order to allow eligible employees to pay for certain benefits pre-tax. The terms of such plans are governed by the respective plan documents and federal law not by the County. The County is not responsible for changes to benefits and may discontinue any or all plans at any time.

## **Teleworking**

Richland County recognizes the majority of County employees work at County office and facilities during designated work hours, generally 8:30 am – 5:00 p.m. Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other options. Richland County recognizes that teleworking may be an alternative work arrangement in certain circumstances and encourages Supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.

## **Alternative Work Schedules**

Departments that can operate more effectively utilizing an alternative work schedule may do so with written approval from HRD and the County Administrator. Such alternative work schedules may include:

Compressed work weeks – Involves assigning employees to work schedules that allow work to be completed in a fewer number of workdays, such as a four (4) day workweek. This is accomplished by lengthening each workday.

Flexible Hours – Offers employees a choice of arrival and departure times while still working the required number of hours each day.

Job Sharing – Allows the use of two (2) part-time employees to complete the duties and responsibilities of one (1) Regular, full-time position. This may be accomplished by having the employees work full days on different days of the week, or different portions of each work day. Employees who are job-sharing will be considered part-time employees and will not receive benefits.

## **Employee Assistance Program**

The County provides an Employee Assistance Program (EAP) to motivate employees to seek professional help for personal problems before they affect job performance, to refer employees to qualified treatment resources and to retain valued employees as a result of continued or restored job performance.

## **Credit Union**

The County offers access to membership in a credit union for the benefit of its employees. An employee who is a member may use this source as a checking account, savings plan through payroll deductions and/or may borrow money in accordance with credit union established rules and regulations. Employees may join the credit union directly at any time.

# Training and Development

## **Training and Development**

Richland County's strives to encourage professional and personal growth of employees. Our goal is to provide training and development opportunities to develop, augment, and encourage continuous improvement of skills for current positions and/or the potential for possible future positions.

## **Tuition Assistance Plan**

Richland County encourages all employees to take advantage of educational opportunities that will help them in professional development and help position them to take advantage of promotional opportunities with the County. At the same time, the County must balance financial responsibility and develop guidelines to ensure mutual benefit for both the employee and the County.

Only Regular, full-time employees are eligible to apply for participation in the TAP program.

Any TAP monies paid by the County to or on behalf of an employee will represent a pay advance to the employee. Each TAP recipient authorizes the County to deduct from his/her final paycheck any such balance remaining if the employee has not successfully fulfilled his/her obligations to the County under TAP.

To receive TAP reimbursement, an employee must obtain written recommendation from the Department Head, review by HRD and approval by the County Administrator prior to starting a course, training or seminar. The course must be directly-related to the employee's job as determined by the Director of HRD and the County Administrator. Funding is provided by a central County-wide fund and funds may not be taken from the department's budget to provide for participation in TAP.

Employees are required to inform their supervisor, prior to the budget process, of any planned requests for TAP courses which s/he may take during the upcoming fiscal year. Employees should include a justification statement to indicate the course's direct relevance to the employee's position and how it will be helpful to the employee. The statement must be submitted to the Supervisor and Department Head prior to forwarding to HRD.

The employee must remain employed by the County for one (1) years from the date of the completion of the approved TAP course. If the employee leaves employment with the County prior to the expiration of the one (1) year period (for whatever reasons, including involuntary termination) the employee must repay all TAP monies received during the preceding one (1) years. Prior to receiving TAP funds, the employee must authorize (in writing) the County to deduct any TAP monies from his/her compensation (paycheck) and (if applicable) provide the County with additional funds owed at the time of termination.



# Employee Performance

## Performance Evaluations

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that s/he has been made aware of it. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because s/he receives a favorable evaluation.

The County maintains a Performance Enhancement Program (PEP). The purpose of the PEP is primarily to promote and maintain quality customer/citizen service. Richland County established the PEP to motivate and reward employees according to their quality of customer/citizen service, their job performance, and their contributions toward accomplishment of their performance measures.

## Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review.

Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that s/he has been notified of the contents of the document. If an employee refuses to sign the document s/he will be relieved of duty without pay. If s/he does not sign the form by 5:00 p.m. at the end of his next scheduled work day, s/he will be presumed to have resigned and will be separated from the payroll.

## Examples of Conduct Warranting Disciplinary Action

It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct is at the sole discretion of the County. The following are merely examples of some of the more obvious types of misconduct that may result in disciplinary action, up to and including discharge. **THE COUNTY RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

- a. conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the County's reputation or which reasonably could create concern on the part of fellow employees or the community
- b. incompetence
- c. unauthorized absence or tardiness
- d. insubordination, disrespect for authority, or other conduct which tends to undermine authority

- e. failure or refusal to carry out instructions
- f. unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of County property or the property of others
- g. violation of safety rules; neglect; engaging in unsafe practices
- h. interference with the work of others
- i. threatening, coercing or intimidating fellow employees, including “joking” threats
- j. dishonesty
- k. tardiness or absenteeism
- l. failure to provide information; falsifying County records; providing falsified records to the County for any purpose
- m. failure to report personal injury or property damage
- n. neglect or carelessness
- o. introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if s/he has any detectable amount of any such substance in his system.
- p. unsatisfactory performance
- q. violation of County policies
- r. lack of good judgment
- s. any other reason that, in the County’s sole determination, warrants discipline

## **Grievance Procedure**

This procedure is adopted in accordance with the County and Municipal Employees Grievance Procedures Act, sections 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by a Regular employee that s/he has been treated unfairly, unlawfully or in violation of his/her rights under county policies, with regard to any matter pertaining to his/her employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion and demotion.

Matters involving compensation are not proper subjects for consideration under the grievance procedure except as they may apply to alleged inequities within an agency or department of the County. Employee performance appraisal ratings may not be the subject of a grievance before the grievance committee.

If a Regular employee believes that s/he has not received or been credited with or has otherwise lost benefits to which s/he is entitled, s/he must present his/her grievance in accordance with this procedure, or such wages or benefits may be forfeited.

Only Regular employees may appeal their grievance to the Richland County Grievance Committee. Employees in their initial probationary period of County employment may appeal up to the level of Department Head and no further in the process. Department Heads may appeal up to the Assistant County Administrator responsible for their area of operations.

An employee who feels that s/he has a grievance must follow the following procedure:

Discuss the grievance with his/her immediate Supervisor. If his/her Supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Follow the chain of command, appealing to each successive level of supervision. At each level each Supervisor will have two (2) work days to render a decision. The Supervisor has two days to review the grievance, respond to the grievance and forward to the next level of supervision in the chain of command. If a Supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.

If the Department Head in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in their initial probationary period of County employment.

An employee, other than one serving an initial probationary period, may appeal to the employee grievance committee the denial of his/her grievance by the Department Head, by filing a written request for appeal with HRD. This must be done within fourteen (14) calendar days of date that the facts on which the grievance are based become known to the employee. The written request for appeal must include the purpose of the appeal and what recommendation is requested of the grievance committee.

HRD will assist the employee in preparing the appeal, if requested.

Within ten (10) days of receipt of the employee's request, the Chair of the Grievance Committee should schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and HRD.

### **The Employee Grievance Committee**

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees.

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

The presiding officer will have control of the proceedings. S/he will take whatever action is necessary to ensure an equitable, orderly and expeditious hearing. Parties will abide by his/her decisions, except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.

The committee has the authority to call for files, records and papers which are pertinent to the investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the service of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents or other evidence, nor will any County employee be compelled to attend any hearing. All proceedings will be tape-recorded by the Legal Department. Witnesses, other than the grieving employee and the department representative, will be sequestered when not testifying. All witnesses will testify under oath.

All hearings will be held in executive session unless the grieving employee requests at the beginning of the hearing that it be held in open session. The official tape recording and the official minutes of all hearings will be subject to the control and disposition of County Council.

Neither the grieving employee nor the department may be assisted by advisors or by attorneys during the hearing itself. The Committee may, in its discretion, request the assistance of counsel to advise the committee in dealing with any legal issues that arise in the course of considering a grievance. HRD will provide assistance in reading written materials to the committee at the request of a grieving employee.

When a grievance involves disciplinary action, the employee must receive a reasonably specific and detailed written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time twenty-four (24) hours or more before the commencement of the hearing. The department will make the first presentation.

In grievances not involving disciplinary actions, the employee must establish to the Grievance Committee that a right existed and that it was denied him/her unfairly, illegally or in violation of a County policy. The employee will make the first presentation.

In all grievances, the grieving employee and the department will each be limited to one (1) hour of initial presentation. The party required to make the first presentation will be entitled to a ten (10) minute rebuttal of the other party's presentation. The chair will appoint someone on the committee as timekeeper.

In all grievances, presentations may be oral or in writing or both and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs and other physical evidence. Presentations will be made by the grieving employee (with reading assistance from HRD, if the employee desires) and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee. While either party may request that the Committee ask certain questions of witnesses or address parties, the Committee is not required to do so.

Except as provided below, within twenty (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator. After considering the Committee's findings and recommendations, the County Administrator will forward to the County Council both the Committee's findings and recommendations and his evaluation and recommendation. If the Council approves the findings and the recommendation of the Committee, a copy of the decision will be transmitted to the employee and to the head of the particular department involved along with notice that Council approved the decision. If, however, the Council disagrees in any respect with the findings or recommendation, the Council will make its own decision without further hearing, and that decision will be final. Copies of the Council decision will be transmitted to the employee and to the head of the particular department involved.

If the Administrator, in his/her sole discretion, believes that s/he is unable to give Council an objective recommendation and evaluation of the grievance, s/he will forward the Committee's findings and recommendations without adding his/her own evaluation and recommendation.

In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County government, the Committee will, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the recommendation of the Committee will be his/her decision and a copy of the decision will be communicated by the Committee to the employee. If, however, the official rejects the decision of the Committee, the official will make

his/her own decision without further hearing, and that decision will be final. A copy of the Official's decision should be communicated to the employee.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an elected or appointed official to terminate any employee when the County or respective elected or appointed official considers such action to be necessary for the good of the County.





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

AN ORDINANCE CONSENTING TO AN ASSIGNMENT TO TRC PROPCO, INC. OF ALL RIGHTS AND OBLIGATIONS OF HOLO (SC) QRS 16-91, INC. RELATIVE TO ALL INTERESTS IN REAL PROPERTY AND IMPROVEMENTS, AND ALL PERSONAL PROPERTY, UNDER A LEASE AGREEMENT, AN INDUCEMENT AND MILLAGE RATE AGREEMENT AND A FEE AGREEMENT WITH RICHLAND COUNTY AND APPROVING RELATED AMENDMENTS AND RESTATEMENTS OF THE TERMS AND CONDITIONS OF THE EXISTING LEASE AGREEMENT AND FEE AGREEMENT BETWEEN HOLO (SC) QRS 16-91, INC. AND RICHLAND COUNTY TO REFLECT THE ASSIGNMENT OF SUCH TERMS AND CONDITIONS AND APPROVING THE TERMS AND CONDITIONS OF A CONSENT AND SUBORDINATION AGREEMENT TO BE ENTERED INTO AMONG TRC PROPCO, INC., ITS LENDER AND RICHLAND COUNTY AND MATTERS THERETO RELATED.

WHEREAS, Richland County, South Carolina ("County") and Holo (SC) QRS 16-91, Inc. (the "Company") are parties to a fee-in-lieu of taxes ("FILOT") arrangement under Title 4, Chapter 12, Code of Laws of South Carolina 1976, as amended (the "Small Fee Act"), in connection with which a March 14, 2007 Amended and Restated Lease Agreement and related Inducement and Millage Rate Agreement (collectively, the "Existing Lease") was entered into concerning certain real and personal property (the "Leased Facilities");

WHEREAS, the County and the Company are also parties to a FILOT arrangement under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Simple Fee Act") in connection with which the County and the Company entered into a March 14, 2007, Fee Agreement, as amended (the "Existing Fee Agreement") concerning certain additional real and personal property (the "Fee Facilities" and together with the Leased Facilities are collectively the "Facilities");

WHEREAS, the Company desires to and is entering into a certain sale transaction (the "Sale Transaction") with TRC Propco, Inc. (the "Purchasing Entity"), pursuant to which the Company is transferring to the Purchasing Entity all interests in real property and improvements, and certain personal property (collectively, the "Transferred Property"), comprising the Facilities;

WHEREAS, pursuant to the Sale Transaction and a certain agreement (the "Assignment Agreement"), the Company is transferring all of the rights, title, interests and obligations in, to and under the Existing Fee Agreement and the Existing Lease to the full extent of the Company's interest in the Transferred Property (including without limitation any and all reconveyance rights under the Existing Lease in and to the Transferred Property); and

WHEREAS, after the transactions described above, it is the intention of the Purchasing Entity, the Company and the County that the Purchasing Entity would be the

Company's sole successor as lessee under the Existing Lease and sole successor under the Existing Fee Agreement, in each case with respect to the Transferred Property; and

WHEREAS, in connection with the Sale Transaction, the Purchasing Entity is entering into a financing transaction with its lender and/or one of its affiliates (collectively "Lender"), and Lender requires that the County enter into a certain Consent and Subordination Agreement (the "Subordination Agreement") in connection with such financing transaction and the County has agreed to enter into the Subordination Agreement.

NOW, THEREFORE, BE IT ORDAINED by Richland County Council:

Section 1. The County hereby expressly consents to, ratifies and approves the transfers and assignments described above and to such other transfers and assignments as the Purchasing Entity or the Company may determine to be necessary or appropriate in connection with the Sale Transaction.

Section 2. Each of the Chair and Vice-Chair of County Council and the County Administrator be, and each is hereby authorized and directed, in the name and on behalf of the County, to execute documents evidencing the County's consent to the transfers and assignments of the Company's interests in the Existing Lease and the Existing Fee Agreement, said documents to be in substantially the form presented to this County Council together with such changes or amendments thereto and related documents as may be approved by the County Attorney, and the Clerk to County Council is hereby authorized and directed to affix thereto the seal of the County and to attest all such documents.

Section 3. Each of the Chair and Vice-Chair of County Council and the County Administrator be, and each is hereby authorized and directed, in the name and on behalf of the County, to execute and deliver the amended and restated Existing Lease Agreement and the amended and restated Existing Fee Agreement and the Subordination Agreement, said documents to be in substantially the form presented to this County Council together with such changes or amendments thereto and all other related documents as may be approved by the County Attorney, to execute and deliver such other documents as may be necessary or appropriate in connection with this Ordinance, such other documents to be subject to review and approval by the County Attorney, and to effect the performance of all obligations of the County thereunder; and the Clerk to County Council is hereby further authorized and directed to affix thereto the seal of the County and to attest all such documents.

Section 4. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of these sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[Remainder of page intentionally left blank.]

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Livingston, Chairman of County Council  
Richland County, South Carolina

*(SEAL)*

ATTEST:

\_\_\_\_\_  
Michielle Cannon-Finch, Clerk to County Council  
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
Approved as to Legal Form Only  
No Opinion Rendered as to Content

First Reading:       April 7, 2009  
Second Reading:     April 21, 2009  
Public Hearing:       May 5, 2009  
Third Reading:       May 5, 2009

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

I, the undersigned, being the duly qualified and acting Clerk to the County Council ("County Council") of Richland County, South Carolina ("County"), do hereby certify that attached hereto is a copy of the ordinance ("Ordinance") of the County entitled: AN ORDINANCE CONSENTING TO AN ASSIGNMENT TO TRC PROPCO, INC. OF ALL RIGHTS AND OBLIGATIONS OF HOLO (SC) QRS 16-91, INC. RELATIVE TO ALL INTERESTS IN REAL PROPERTY AND IMPROVEMENTS, AND ALL PERSONAL PROPERTY, UNDER A LEASE AGREEMENT, AN INDUCEMENT AND MILLAGE RATE AGREEMENT AND A FEE AGREEMENT WITH RICHLAND COUNTY AND APPROVING RELATED AMENDMENTS AND RESTATEMENTS OF THE TERMS AND CONDITIONS OF THE EXISTING LEASE AGREEMENT AND FEE AGREEMENT BETWEEN HOLO (SC) QRS 16-91, INC. AND RICHLAND COUNTY TO REFLECT THE ASSIGNMENT OF SUCH TERMS AND CONDITIONS AND APPROVING THE TERMS AND CONDITIONS OF A CONSENT AND SUBORDINATION AGREEMENT TO BE ENTERED INTO AMONG TRC PROPCO, INC., ITS LENDER AND RICHLAND COUNTY AND MATTERS THERETO RELATED," which Ordinance was adopted by the Council at meetings duly called and held on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, at which meetings a quorum was present and acting throughout, which Ordinance has been compared by me with the original thereof, that such copy is a true, correct and complete copy of the Ordinance, and that the Ordinance has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michelle Cannon-Finch, Clerk to County Council  
Richland County, South Carolina

(SEAL)

# Richland County Council Request of Action

**Subject**

An Ordinance Adopting a Comprehensive Plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 **[PAGES 103-104]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                      No

**On Agenda For Public Hearing**                      No

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

AN ORDINANCE ADOPTING A COMPREHENSIVE PLAN FOR THE COUNTY OF RICHLAND, PURSUANT TO THE STATE OF SOUTH CAROLINA COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS, the 1994 State of South Carolina Comprehensive Planning Enabling Act (Section 6-29-310, et seq., of the Code of Laws of South Carolina 1976, as amended) requires the development and adoption of a local Comprehensive Plan designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of the County; and

WHEREAS, on May 3, 1999, Richland County Council adopted the “Imagine Richland 2020 Comprehensive Plan” pursuant to S.C. Code Section 6-29- 310, et al. (Ordinance No. 013-99HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on December 20, 2005 by the incorporation of the “Southeast Richland Neighborhood Master Plan” (dated November 3, 2005) into the Lower Richland Area Plan (Ordinance No. 104-05HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on October 3, 2006 by the incorporation of the “Broad River Neighborhoods Master Plan”, dated July 6, 2006, into the I-20 Interbeltway Subarea Plan (Ordinance No. 094-06HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on June 19, 2007 by the incorporation of “The Renaissance Plan for the Decker Boulevard/Woodfield Park Area” (dated March 12, 2007) into the I-20 Corridor Sub-area Plan (Ordinance No. 055-07HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on February 17, 2009 by the incorporation of “The Candlewood Neighborhood Master Plan” (dated December 1, 2008) into the Northeast Area Plan (Ordinance No. 007-09HR); and

WHEREAS, the Comprehensive Plan must be comprised of certain defined elements, including, but not limited to: (1) a population element, (2) an economic development element, (3) a natural resources element, (4) a cultural resources element, (5) a community facilities element, (6) a housing element, (7) a land use element, (8) a transportation element, and (9) a priority investment element; and

WHEREAS, pursuant to Section 6-29-510 (E), the comprehensive plan, including all elements of it, must be updated at least every ten years.

WHEREAS, the Richland County Planning Commission has recommended to County Council the adoption of such a plan, said plan being dated April 6, 2009, and entitled “2009 Richland County Comprehensive Plan”; and

WHEREAS, it appears to County Council that the Comprehensive Plan is comprised of all required elements, is proper in all other material respects, and that the adoption of the Plan is in the best interest of the County;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, be it enacted by the County Council for Richland County as follows:

SECTION I. Pursuant to Section 6-29-530 of the Code of Laws of South Carolina 1976, as amended, Richland County Council does hereby adopt, approve, and ratify the “2009 Richland County Comprehensive Plan”, which is on file in the Planning and Development Services Department.

SECTION II. The “Southeast Richland Neighborhood Master Plan” (dated November 3, 2005), and the “Broad River Neighborhoods Master Plan” (dated July 6, 2006), and “The Renaissance Plan for the Decker Boulevard/Woodfield Park Area” (dated March 12, 2007), and the “Candlewood Neighborhood Master Plan” (dated December 1, 2008) are all incorporated into the aforementioned “2009 Richland County Comprehensive Plan” and shall remain in full force and effect.

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 enforced 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: April 21, 2009 (tentative)  
Public Hearing: April 28, 2009 (tentative)  
Second Reading: April 28, 2009 (tentative)  
Third Reading: May 5, 2009 (tentative)



# **Richland County Council Request of Action**

**Subject**

An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Trane U. S. Inc. (formerly named American Standard Inc.) and matters relating thereto **[PAGES 106-132]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                                      No

**On Agenda For Public Hearing**                                      No

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

AN ORDINANCE AUTHORIZING, PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TRANE U.S. INC. (FORMERLY NAMED AMERICAN STANDARD INC.) AND MATTERS RELATING THERETO.

WHEREAS, Richland County (the "County"), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by a Resolution adopted on December 2, 2008 (the "Resolution"), committed to enter into a fee-in-lieu of ad valorem taxes agreement (the "Fee Agreement") with Trane U.S. Inc. (formerly named American Standard Inc.), a corporation organized and existing under the laws of the State of Delaware (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into a Fee Agreement as defined in the Act concerning an expansion of the Company's existing operation which is located in the County, and which will consist of certain buildings or other improvements thereon and/or machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein for the purpose of a project to add or improve certain production lines and/or manufacturing capabilities and other expansion investments and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to hereinafter as the "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Richland County Council (the "County Council") has caused to be prepared and presented to this meeting substantially the form of the Fee Agreement between the County and the Company, which the County proposes to execute and deliver;

WHEREAS, it is anticipated that the Project will represent an investment of at least \$10 million in the County during the Investment Period (as defined in the Fee Agreement);

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) thereof, based on the Company's representations, 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) 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 its general credit or taxing power;

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

(e) The benefits of the Project to the public are greater than the costs to the public.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things reasonably necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement is hereby approved and authorized.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

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

Section 7. 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.

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

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

First Reading: \_\_\_\_\_, 2009  
Second Reading: \_\_\_\_\_, 2009  
Public Hearing: \_\_\_\_\_, 2009  
Third Reading: \_\_\_\_\_, 2009

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND            )

I, the undersigned, Clerk to County Council of Richland County (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2009.

---

Michielle R. Cannon-Finch,  
Clerk to County Council  
Richland County, South Carolina

**FEE AGREEMENT**

BETWEEN

**RICHLAND COUNTY, SOUTH CAROLINA**

AND

**TRANE U.S. INC.**  
**(formerly named American Standard Inc.)**

DATED  
AS OF

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

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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 TRANE U.S. INC. (formerly named American Standard Inc.), a corporation organized and existing under the laws of the State of Delaware (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 County and the Company desire to enter into a Fee Agreement regarding the Project;

WHEREAS, pursuant to the Act, based on the Company's representations, 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 its 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 are greater than the costs;

WHEREAS, it is anticipated that the Project will represent an investment in the County of at least \$10 million;

WHEREAS, pursuant to a Resolution dated December 2, 2008 (the "Resolution"), the County committed to enter into a Fee Agreement with the Company, to provide for payments of fees-in-lieu of taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on \_\_\_\_\_, 2009 (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 which identifies the property comprising the Project as economic development property under the Act 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  
WAIVER OF RECAPITULATION; DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then, to the extent permitted by law, the County agrees to waive all penalties and fees 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 hereof 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 may be located in a Multi-County Industrial Park and, as such, would 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, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the parties' consent.

**"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).

**"Clerk"** means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

**“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 Trane U.S. Inc. (formerly named American Standard Inc.), a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

**“County Administrator”** means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“County Council”** means the County Council of the County.

**“County”** means Richland County, South Carolina, and its successors and assigns.

**“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 personal property 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 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 hereof.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension of such period as provided in Section 3.2(b) hereof.

**“Multi-County Industrial Park”** means an industrial or business park established by

two or more counties acting under the provisions of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2009, authorizing this Fee Agreement.

**“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, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. To the extent permitted by law, the parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as 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.

**“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 to the extent such become a part of the Project under this Fee Agreement; 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 5.2 hereof.

**“Resolution”** shall mean the Resolution of the County Council adopted on December 2, 2008, committing the County to enter into the Fee Agreement.

**“Stage”** in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, 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 the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor 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) 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 material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County 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 the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and 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, the State and all other Applicable Governmental Bodies 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) Assuming the Act is constitutional, 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 in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(g) The Project constitutes a "project" within the meaning of the Act.

(h) 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.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with the Project 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. Except as provided by statute or law, the County will take no action with respect to the Project unless authorized by law, authorized by this Fee Agreement, or requested to do so by the Company.

(b) Upon receipt of written request from the Company, the County agrees to consider any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be authorized by a resolution of County Council. The County agrees that the County Council can provide any required consent by a resolution of County Council. The Chair, County Administrator and Clerk to County Council are hereby each expressly authorized to evidence the County's consent by executing such documents as the Company may reasonably request. Upon the granting of any such extension the County agrees to cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within the time period required under the Act.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in 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, statute, 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 affect 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.

(e) Assuming the Act is constitutional, 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) In accordance with and as required by Section 12-44-40(F) of the Act, the Company commits to a Project which meets the minimum investment level required under the Act.

#### **ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

##### **SECTION 4.1. *The Project.***

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) 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.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

**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. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X.

**SECTION 4.3. *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 V  
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF  
PROPERTY; REPLACEMENT PROPERTY; FEE TERM**

**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 shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. 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 and subject to penalty assessments in the manner prescribed by the Act. 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 using an assessment ratio of 6.0% and a millage rate equal to the lower of the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed or the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be the rate applicable on June 30, 200\_ of \_\_\_ mills with respect to property located on the portion of land identified on Exhibit A within TMS No. 17400-09-13 and \_\_\_\_\_ mills with respect to property located on the portion of land identified on Exhibit A within TMS No. 17400-09-14). Subject in all events to the provisions of the Act, the fair market value for the Project shall be as follows:

- (i) for any 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 must 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 shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year following the year in which Project 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) If, by the end of the Investment Period, the Company fails to invest a minimum of \$10,000,000 in the Project, this Fee Agreement terminates automatically, and the Company shall prospectively make *ad valorem* tax payments to the County on any property comprising the Project that, absent the prior existence of this Fee Agreement, would have been subject to *ad valorem* taxation in the County.

(e) Furthermore, if, by the end of the Investment Period, the Company fails to invest a minimum of \$2,500,000 in the Project, or, if at any point during the Fee Term following the Investment Period, the Company fails to maintain a minimum investment of \$2,500,000, without regard to depreciation, in the Project, then this Fee Agreement terminates automatically, and the Project reverts retroactively to *ad valorem* tax treatment in accordance with the requirements of the Act. In such event, any amount due and owing to the County shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project and further reduced by any abatements provided by law.

(f) 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) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. 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. More than one piece of replacement property can replace a single piece of economic development property. Replacement Property does not have to serve the same function as the property it is replacing. 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. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing. Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

## **SECTION 5.2. *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 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof 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 5.2.

(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 Section 5.2(a) hereof. 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.

**SECTION 5.3. *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; 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 or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earliest to occur of (a) the Company's failure to invest a minimum of \$10,000,000 in the Project by the end of the Investment Period, pursuant to Section 5.1(d) hereof, (b) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, and (c) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

## **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 rights 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 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.

**SECTION 6.2. *Rescission and Reversion in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## **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/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. Therefore, 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; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution 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 reasonably cooperate with any attempts by the Company 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 (i), (ii) or (iii) of Section 8.2(b) (including any claim for damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition and carrying out of the Project) and to reimburse them for all reasonable expenses to which any of them might be put in the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its county council members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its county council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its county council members, officers, agents and employees in any such action or proceeding, except in situations that may present a legal conflict. In such case, the Company shall reimburse the County and its county council members, officers, agents and employees for all reasonable legal costs and expenses associated with the hiring of separate counsel.

(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 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 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 further agrees that the County Council can provide any required consent by a resolution of County Council. The Chair, the County Administrator and the Clerk to County Council are hereby each expressly authorized and directed to evidence the County's consent by timely 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. Annual Compliance Reports.** The Company agrees to furnish to the County an annual compliance report. The compliance report shall be delivered to the County Administrator at the time the Company files its annual fee-in-lieu of taxes return with the DOR. The first compliance report shall be due in 2010. No later than April 1 of each year of the Investment Period, the Company shall produce an annual compliance report. Each annual compliance report shall contain the information required by the Richland County, South Carolina Economic Development Checklist attached as Exhibit B.

## **ARTICLE IX EVENTS 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 (other than as referred to in Section 9.1(a) hereof), 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; provided if by reason of "*force majeure*" as hereinafter defined the Company 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 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 take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Subject to the following sentences of this Section, the only other remedy available to the County in such event

will be to terminate this Fee Agreement. 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.

**SECTION 9.3. *No Remedy Exclusive.*** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 9.4. *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 COMPANY OPTION TO TERMINATE

**SECTION 10.1. *Company 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.

## ARTICLE XI MISCELLANEOUS

**SECTION 11.1. *Leased Equipment.*** The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from one or more third parties under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

**SECTION 11.2. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or 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 11.2:

If to the Company:  
Trane U.S. Inc.  
400 Killian Road  
Columbia, SC 29203  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

Mason Hogue  
Nelson Mullins Riley & Scarborough  
PO Box 11070  
Columbia, SC 29211

If to the County:

Richland County, South Carolina  
220 Hampton Street  
Columbia, South Carolina 29201  
Attention: County Administrator  
Facsimile: (803) 576-2137

With a copy to:

Michael E. Kozlarek  
Parker Poe Adams & Bernsetin LLP  
Post Office Box 1509  
Columbia, SC 29202

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 11.3. 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 11.4. Rescission and Severability.** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its

entirety pursuant to Section 6.2, 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 11.5. *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 11.6. *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.

**SECTION 11.7. *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, the County Administrator and Clerk to County Council are hereby each expressly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

**SECTION 11.8. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 11.9. *Filings.*** Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall promptly furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

**SECTION 11.10. *Payment of Legal Fees and Expenses.*** If there is an Event of Default by the Company and the County employs attorneys or incurs other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained in this Fee Agreement, the Company shall, within thirty (30) days of demand therefor, pay the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

**SECTION 11.11. *Payment of County's Expenses.*** The Company shall pay the County, or its designated officers, agents and employees, for reasonable expenses, including, attorneys'



fees, related to negotiation, preparation and review of this Fee Agreement, and related documents, or otherwise arising out of or relating to the Project, in an amount not to exceed \$10,000. The Company shall pay the County, or its designated officers, agents and employees, for other expenses reasonably incurred arising out of or relating to this Fee Agreement, and related documents, and any future amendment(s) thereto, any transactions contemplated by this Fee Agreement, and related documents, and any future amendment(s) thereto, or otherwise arising out of or relating to the Project, including attorneys' fees resulting from this Fee Agreement and any future amendment(s) to this Fee Agreement, or related documents, promptly upon request therefor, but in no event later than 30 days after receiving written notice from the County requesting payment of such expenses, which notice must contain a general description of the expense incurred.

**SECTION 11.12. *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 11.13. *Further Assurance.*** From time to time the County and the Company each agree to execute and deliver to the other such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 11.14. *Execution Disclaimer.*** Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

**SECTION 11.15. *Applicable Law; Entire Understanding.*** Except as otherwise provided by, and always subject to the requirements of, the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and TRANE U.S., INC. (formerly named American Standard Inc.), pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**TRANE U.S. INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF LAND

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being more particularly shown and designated as Parcel A containing approximately 100.853 acres, or 4,393,153 square feet, as shown on an ALTA/ACSM Land Title Survey prepared for AS COLUMBIA, LLC and First American Title Insurance Company by B. P. Barber & Associates, Inc., dated June 24, 2003, last revised July 1, 2003, recorded in the office of the ROD for Richland County, South Carolina in Record Book 816, Page 0002. Reference to said plat is craved for a more complete description, with all measurements being a little more or less.

TMS No.: 17400-09-13 and 14

Derivation: Book 740 at page 215 and Book 838 at page 2503.

**RICHLAND COUNTY, SOUTH CAROLINA  
ECONOMIC DEVELOPMENT  
CHECKLIST**

Any company receiving the benefits of an economic development incentive package from the County must agree, annually for duration of the “Investment Period” as defined in the Fee Agreement between the County and the Company in question, at the time the Company files its fee-in-lieu of taxes return with the South Carolina Department of Revenue, to submit the following information to the County Administrator:

- A. Company name;
- B. Cumulative capital investment (less any removed investment);
- C. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
- D. Cumulative number of jobs created; and
- E. New employees hired for the reporting year, by residential zip code.

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item** No

**On Agenda For Public Hearing** No

# Richland County Council Request of Action

**Subject**

- Due to the recession delay implementation of reassessment for one year **[JACKSON]**

**Purpose**

**Committee Recommendation**

**Council Action (First Reading)**

**Council Action (Second Reading)**

**Public Hearing**

**On Agenda As A Consent Item**                      No

**On Agenda For Public Hearing**                      No