

6.
 - Innovista TIF Presentation
 - City Manager Forum
 - Recreation Commission Personnel and Contractual Matter

Open/Close Public Hearings

7. A resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended

Approval Of Consent Items

8. Case #09-06MA, Ted Hart, RS-LD to NC (.41 Acres), 09504-04-05, Dakota St. [**THIRD READING**][**PAGE 26**]
9. Case #09-07MA, Duane Warr, RU/RS-MD to NC (.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd. [**THIRD READING**][**PAGES 28-29**]
10. Case #09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop [**THIRD READING**][**PAGE 31**]
11. Case #09-09MA, Glen Welsford, RS-MD to GC (.03 Acres), 13809-04-12(p), 4108 Rosewood Dr. [**THIRD READING**][**PAGES 33-34**]
12. Section 26-175, Access; and creating a new article; so as to address transportation issues within the County [**THIRD READING**][**PAGES 36-49**]
13. Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph C; so as to clarify setback requirements [**THIRD READING**][**PAGES 51-52**]
14. An ordinance amending the Richland County Code of Ordinances, Chapter 6, Buildings and building regulations; Article III, Building codes, Section 6-82 (A); so as to adopt the 2006 Edition of the International Residential Code [**SECOND READING**] [**PAGES 54-57**]
15. Council Motion (Manning): An ordinance to amend the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of tobacco products; In order to establish regulations and requirements relating to designated smoking areas [**SECOND READING**] [**PAGES 59-63**]
16. An ordinance authorizing the issuance and sale of not to exceed \$9,000,000 General Obligation Bonds, Series 2009A, or such other appropriate series designation, of Richland County, South Carolina; Authorizing the bonds to be issued as Build America Bonds, if appropriate; Fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [**SECOND READING**] [**PAGES 65-68**]
17. An ordinance authorizing the execution and delivery of a fee agreement between Richland County

and Unum Group, a corporation organized and existing under the laws of the state of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; ad Unum Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [**SECOND READING**] [**PAGES 70-123**]

18. An Ordinance Authorizing the Execution and delivery of an agreement to provide for the modification and termination of certain incentive agreements between Richland County and Project Olive and one or more Affiliated entities; and related matters [**SECOND READING**] [**PAGES 125-126**]
19. A resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended [**PAGES 128-130**]

Third Reading Items

20. Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions [**PAGES 132-135**]

Second Reading Items

21. Master-in-Equity Budget Amendment [**PAGES 137-138**]

Report Of Administration And Finance Committee

22. Request to consider salary adjustments and amendments to existing county policies and procedures for the following elected and appointed positions: [**PAGES 149-159**]
 - a) Columbia Magistrate
 - b) Treasurer
 - c) Board of Voter Registration
23. Purchase offer for property owned by Richland County [**RECOMMENDATION TO DENY**]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

24. Employee Grievance Committee-1
25. Internal Audit Committee-1

2. Notification Of Appointments

26. Board of Assessment Appeals-1 [No applications were received]

- 27. Business Service Center Appeals Board-1 [No applications were received]
- 28. Community Relations Council-1 [No applications were received]
- 29. East Richland Public Service Commission-1 [**PAGES 167-168**]
- 30. Internal Audit Committee-1
- 31. Planning Commission-1 [**PAGES 171-206**]
- 3. **Discussion From Rules And Appointments Committee**
 - 32. Employee Grievance Committee Guidelines/Procedures
 - 33. Richland County/City of Columbia Animal Care Advisory Committee

Other Items

- 34. Council Motion (Jackson, Malinowski, & Kennedy): To remove from the D&S Committee and present to full Council the funding of Alternate Paving with \$2 million from the Road Maintenance Fee and \$1 million from the CTC bond to fund paving roads in three years max (starting in 2009)
- 35. Broad River Waste Water Treatment Plant Change Order
- 36. SERCO FY 10 Budget
- 37. Report of the Stimulus Ad Hoc Committee
 - a. Homeless Prevention and Rapid Re-Housing Program (HPRP) [**PAGES 210-212**]
 - b. TIGER Surface Transportation Discretionary Grant [**PAGES 213-214**]
 - c. Broadband Initiatives Program (BIP) [**PAGES 215-216**]
 - d. Broadband Technology Opportunities Program (BTOP) [**PAGES 215-216**]

Citizen's Input

- 38. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 39.
 - Ron G Resolution
 - A motion for Richland County in partnership with the Greater Columbia Chamber of Commerce and the City of Columbia to host a Small Business Summit ASAP. Topics to include Stimulus, doing business with Local government and the SBA [**JACKSON**]

Adjournment



Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

Regular Session: July 7, 2009 [PAGES 8-19]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JULY 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.

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 – Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Joe Cronin, Stephany Snowden, Tamara King, Larry Smith, Dale Welch, Andy Metts, George Rice, John Hixson, Jim Wilson, Carl Gosline, Donny Phipps, Michael Byrd, Geo Price, Brandon Hooker, David Hoops, Bill Peters, Amelia Linder, David Adams, Carolyn Phillips, Pam Davis, Rodolfo Callwood, Michelle Onley

CALL TO ORDER

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

INVOCATION

The Invocation was given by the Honorable Valerie Hutchinson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Valerie Hutchinson

CITIZENS' INPUT

No one signed up to speak.

APPROVAL OF MINUTES

Regular Session: June 16, 2009 – Ms. Dickerson moved, seconded by Mr. Washington, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: June 23, 2009 – Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Livingston stated that a Master-in-Equity budget amendment needed to be added under the Report of the Attorney for Executive Session Items and as an action item.

Mr. Pearce stated that the title of Project Charleston needed to be changed to Project Olive.

Mr. Pope stated that an Employee Grievance and a presentation by the Midlands Authority for Conventions needed to be added under the Report of the County Administrator.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **BRWWTP Change Order**
- b. **Farmers' Market Update**
- c. **Fire Contract**
- d. **Purchase of Property/Township**
- e. **Project Olive**
- f. **School District II—Legal Briefing**
- g. **Employee Grievance**
- h. **Master-in-Equity Budget Amendment**

REPORT OF THE COUNTY ADMINISTRATOR

Midlands Authority for Conventions – Ms. Kelly Barber and staff gave a brief update regarding their summer marketing campaign.

Employee Recognition: George Rice – Mr. Pope recognized Mr. Rice for his participation in the National EMS Memorial Bike Ride.

BRWWTP Change Order – This item was taken up during Executive Session.

Farmers' Market Update – This item was taken up during Executive Session.

Fire Contract Update – Mr. Pope stated that the City of Columbia has signed off on the extension agreement and that staff will be conducting the assessments and providing that information to Council when completed.

Purchase of Property/Township – Mr. Pope stated that he is proceeding as directed.

New Hires – Mr. McDonald introduced the new Airport Manager, Mr. Joshua Houston, and Mr. Hammett introduced the new Public Works Director, Mr. David Hoops.

Wrap Up Meetings in July – This was taken up during the motion period.

NaCO Achievement Awards – Ms. Snowden stated that Richland County received five NaCO Achievement Awards for the following: the transportation study, the Ridgewood Summer Beautification Program, Conservation Commission for preservation of natural resources and historic legacy, EMS for the Animal Contamination Team, and the Sheriff's Department for their new personnel management.

Employee Grievance – This item was taken up during Executive Session.

REPORT OF THE CLERK OF COUNCIL

Association of Counties Conference – Ms. Finch reminded Council members that the Association of Counties conference would be held July 28th-August 2nd in Hilton Head.

REPORT OF THE CHAIRMAN

Special Called Meetings – This item was taken up during the motion period.

APPROVAL OF CONSENT ITEMS

- **Case #09-06MA, Ted Hart, RS-LD to NC (.041 Acres), 09504-04-05, Dakota St. [SECOND READING]**
- **Case #09-07MA, Duane Warr, RU/RS-MD to NC (0.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd. [SECOND READING]**

- Case #09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop [SECOND READING]
- Case #09-09MA, Glen Welsford, RS-MD to GC (0.03 Acres), 13809-04-12(p), 4108 Rosewood Dr. [SECOND READING]
- Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph C; so as to clarify setback requirements [SECOND READING]
- Request to accept a conservation easement donation from Mr. George Delk, representing BDH Properties, LLC, for 20 acres in the Lower Richland Community
- Request to accept a conservation easement donation from Mr. James Mullis for 73 acres in the Twenty-Five Mile Creek Watershed in Northeast Richland County
- Request to adopt a conservation watershed proposal from the Pebble Creek Community for volunteer land easements in the Pebble Creek Watershed Conservation Area in Northwest Richland County
- Request to accept 3 acres of conservation property in the Broad River Watershed as a fee simple title donation from Mr. Scott Baker
- Request to authorize the Procurement Department to award and enter into a contract with ASI for the transportation of C&D waste materials and other items collected at the Lower Richland Drop-off Site to an approved C&D facility
- An Ordinance amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes, Section 6-82(A); so as to adopt the 2006 Edition of the International Residential Code [FIRST READING]
- Request to authorize staff to negotiate a contract with the M. B. Kahn Team for the final design, development, financing, construction, and potential management/operations of the proposed Richland County Recreation/Entertainment Complex
- Council Motion (Jackson): A resolution to support the naming of a bridge that crosses Cabin Creek along Clarkson Road as the Candacy-Darcel Sanders Crossing Bridge
- Request to award a contract to the Dennis Corporation for construction management services related to the renovation and construction at the Township Auditorium
- A Resolution to reaffirm the Richland County Emergency Planning Zone (EPZ) for two new power plants to be built at the V. S. Summer Nuclear Station in Fairfield County
- An Ordinance authorizing the issuance and sale of not to exceed \$9,000,000 General Obligation Bonds, Series 2009A, or such other appropriate series designation, of Richland County, South Carolina; Authorizing the bonds to be issued as Build America Bonds, if appropriate; fixing the form and details of the bonds; delegating to the County

Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [FIRST READING]

- **A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended**

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

SECOND READING ITEM

Section 26-175, Access; and creating a new article; so as to address transportation issues within the County – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item as amended. The vote in favor was unanimous.

Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to amend the enforcement policy to the following: (a) First Offense: signs will only be available for pick one day a month and that staff will not notify the sign owner that the sign has been removed; (b) Second Offense: the sign owner will lose their decal for 6 months.

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

The motion to amend the ordinance failed.

Mr. Manning moved, seconded by Mr. Jackson, to remove Section 3(q), #1(a) of the ordinance to remove the requirement for the decal and fee. A discussion took place.

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

The motion to remove Sec. 3(q), #1(a) failed.

Mr. Manning called for the question. The vote in favor was unanimous.

The vote on the main motion was in favor.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Request to authorize the County Administrator to negotiate and enter into a lease agreement with Hansel Carter for the use of property located at 10531 Garners Ferry Road for the Lower Richland drop off facility – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve this item with the following amendment: that the lease agreement be for 5 years instead of 10 years. The vote in favor was unanimous.

Council Motion: (Jackson): An Ordinance amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-54, Subdivision Review and Approval; so as to require that the delineation of any and/or all flood lines on plats that are submitted pursuant to this section; and to amend Section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to delete specific reference to areas along the Congaree River – Mr. Washington moved, seconded by Mr. Malinowski, to approve this item. A discussion took place.

The vote in favor was unanimous.

Council Motion (Manning): An Ordinance to amend the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of Tobacco Products; in order to establish regulations and requirements relating to designated smoking areas – Ms. Smith moved, seconded by Mr. Manning, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Request to approve the renewal of a contract with Iron Mountain, Inc., for records storage and management services – Mr. Malinowski moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote in favor was unanimous.

Request to approve a contract with FleetCor Technologies to provide and maintain the County's Fleet Fuel Card program for the purchase of gasoline, diesel and other designated fuels – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

Purchase offer for property owned by Richland County [RECOMMENDATION TO DENY] – Ms. Dickerson moved, seconded Mr. Jeter, to defer this item until the July 21st meeting. The vote in favor was unanimous.

Request to consider salary adjustments and amendments to existing county policies and procedures for the following elected and appointed positions:

- a. **Columbia Magistrate** – Ms. Dickerson moved, seconded by Mr. Washington, to approve the salary adjustment. A discussion took place.

Mr. Jeter made a substitute motion, seconded by Ms. Dickerson, to defer this item until the July 21st meeting. The vote was in favor of deferral.

- b. **Treasurer** – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until further information is received from staff. A discussion took place.

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

The motion for deferral failed on a tie vote. {Ms. Kennedy was away during this vote.}

A discussion took place.

Ms. Smith moved, seconded by Mr. Pearce, to authorize the Administrator to procure the services of an HR specialist to look at the functions of the Treasurer's Office as it relates to the Tax Collector function and compare it to other peer organizations in the State.

A discussion took place.

Mr. Jeter moved, seconded by Ms. Dickerson, to amend the motion to include the following: “that if we find that there needs to be an adjustment that HR specialist suggest a base salary.”

The vote in favor was unanimous.

- c. Board of Voter Registration** – Ms. Dickerson moved, seconded by Mr. Washington, to authorize a classification and compensation evaluation of the Board of Voter Registration positions, and to consider amending the existing policy to authorize a 2.5% increase with each reappointment.

Mr. Livingston suggested that the motion be amended as follows: “...to consider amending the existing policy to authorize an increase with each reappointment similar to elected officials.”

Ms. Dickerson amended her motion to include Mr. Livingston’s suggested language.

A discussion took place.

Mr. Washington called for the question.

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

The call for the question failed.

The vote on the amended motion was in favor.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance authorizing the execution and delivery of a fee agreement between Richland County and Unum Group, a corporation organized and existing under the laws of the State of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; and Unum Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the

companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Pearce stated that the committee recommended approval. The vote in favor was unanimous.

An Ordinance authorizing the execution and delivery of an agreement to provide for the modification and termination of certain incentive arrangements between Richland County and Project Olive and one or more affiliated entities; and related matters – This item was taken up during Executive Session.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

- I. **NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES**
 - a. **Richland County/City of Columbia Animal Care Advisory Committee—1**– Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- II. **NOTIFICATION OF APPOINTMENTS ON BOARDS, COMMISSIONS, AND COMMITTEES**
 - a. **Internal Audit Committee—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
 - b. **Planning Commission—1** – This item was held in committee.
- III. **Employee Grievance Committee Guidelines/Procedures**– Mr. Malinowski stated that the Chairperson of the Grievance Committee will be invited to provide additional information at the next Rules & Appointment meeting. This item was held in committee.

OTHER ITEMS

Council Motion (Jackson, Malinowski, & Kennedy): To remove from the D&S Committee and present to full Council the funding of Alternate Paving with \$2 million from the Road Maintenance Fee and \$1 million from the CTC bond to fund paving roads in three years max (starting in 2009) – Ms. Kennedy moved, seconded by Mr. Washington, to approve this item. A discussion took place.

Mr. Washington withdrew his 2nd.

Mr. Washington moved, seconded by Ms. Kennedy, to defer this item until the July 21st Council meeting. The vote in favor was unanimous.

Broad River Waste Water Treatment Plant Change Order – This item was taken up during Executive Session.

Report of Stimulus Ad Hoc Committee – No report was given.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION ITEMS

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Council went into Executive Session at approximately 8:22 p.m. and came out at approximately 8:59 p.m.
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- a. **BRWWTP Change Order** – No action was taken.
- b. **Farmers' Market Update** – No action was taken.
- c. **Project Olive** – Mr. Pearce moved, seconded by Mr. Malinowski, to authorize the County Administrator to continue negotiations as discussed and to execute a contract term sheet reflecting the discussions after review and approval by legal counsel. The vote in favor was unanimous.
- d. **School District II—Legal Briefing** – No action was taken.
- e. **Master-in-Equity Budget Amendment** – Mr. Jeter moved, seconded by Ms. Hutchinson, to approve this item by title only. The vote was in favor.
- f. **Employee Grievance** – Mr. Jeter moved, seconded by Mr. Manning, to approve the recommendation of Administration. The vote in favor was unanimous.

MOTION PERIOD

July Special Called/Committee Meetings – Mr. Manning moved, seconded Ms. Kennedy, to hold the Committee meetings in alphabetical order. The motion failed.

Council scheduled the D&S Committee meeting for 9 a.m., the A&F Committee meeting for 9:30 a.m. and the Wrap-Up Special Called meeting for 10 a.m. on July 28th.

This motion pertains to a recent (June 16, 2009) action of Richland County addressed to Colonial Life Insurance Company terminating payroll deductions for voluntary supplementary insurance policies written by Colonial currently held by County employees, many of which have been in effect for several years. This motion directs the County Administrator to take whatever action is necessary to

reverse the action proposed by the County regarding the termination of these payroll deductions for those County employees wishing to have their policies with Colonial Life Insurance remain in force and continue to collect these payments on behalf of Colonial Life [PEARCE & JETER] – Mr. Pearce referred this item the A&F Committee.

Resolution honoring Jim Hamilton for his 47 years of service to Richland County on the occasion of his retirement [PEARCE & SMITH] – Mr. Manning moved, seconded by Mr. Pearce, to adopt a resolution honoring Jim Hamilton for his years of service to Richland County. The vote in favor was unanimous.

Motion to direct staff to establish specific plans of action and associated target dates for the Project / Tasks listed in the Implementation Strategies Section of The Renaissance Plan for Decker Boulevard / Woodfield Park Area for which the County is referenced in the column entitled: Implemented By on pages 52, 53 & 54 of the Neighborhood / Community Master Plan and report back to Council within 2 months of this date. [Manning] – This item was referred to the D&S Committee.

Motion to direct staff to investigate the Richland County Neighborhood Council to determine its formal connection to the County, its Bylaws for clarity, its membership determination, and any other issues as deemed necessary by the Administration and report back to Council within 3 months of this date. [Manning] – This item was referred to the D&S Committee.

To direct staff to present models of Planning Commission composition that ensures a balanced representation of business, environmental, and citizen interests [HUTCHINSON] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:17 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- Farmers' Market Settlement
- Ashford vs. Richland County
- Recreation Commission Personnel and Contractual Matter
- School District II Site Fees

Richland County Council Request of Action

Subject

- BRWWTP Change Order
- Farmers' Market Settlement
- Purchase of Property - Township

Richland County Council Request of Action

Subject

- SC Pride Movement March - September 12th at 11 a.m.
- Unity Fest 2009

Richland County Council Request of Action

Subject

- Innovista TIF Presentation
- City Manager Forum
- Recreation Commission Personnel and Contractual Matter

Richland County Council Request of Action

Subject

A resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended

Notes

A&F 06/23/2009:The committee recommended that council vote to authorize a public hearing, as required by statute, on July 21st, and to approve the resolution after the public hearing. The vote in favor was unanimous.

Council 07/07/09: Council authorized the public hearing on this item.

Richland County Council Request of Action

Subject

Case #09-06MA, Ted Hart, RS-LD to NC (.41 Acres), 09504-04-05, Dakota St. **[THIRD READING][PAGE 26]**

Notes

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 09504-04-05 FROM RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 09504-04-05 from RS-LD (Residential, Single-Family – Low Density District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Case #09-07MA, Duane Warr, RU/RS-MD to NC (.52 Acres), 19604-04-13 & 49, 1509 & 1531 Percival Rd. **[THIRD READING][PAGES 28-29]**

Notes

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19604-04-13 FROM RU (RURAL DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19604-04-49 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19604-04-13 from RU (Rural District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Case #09-08MA, Michael Young, American's Home Place Inc., RU to RS-E (2.81 Acres), 17400-12-02 & 03, Killian Loop [**THIRD READING**][**PAGE 31**]

Notes

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17400-12-02/03 FROM RU (RURAL DISTRICT) TO RS-E (RESIDENTIAL, SINGLE-FAMILY – ESTATE DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17400-12-02/03 from RU (Rural District) zoning to RS-E (Residential, Single-Family – Estate District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Case #09-09MA, Glen Welsford, RS-MD to GC (.03 Acres), 13809-04-12(p), 4108 Rosewood Dr. **[THIRD READING]**
[PAGES 33-34]

Notes

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 13809-04-12 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 13809-04-12 (described in Exhibit A, which is attached hereto), from RS-MD (Residential, Single-Family – Medium Density District) zoning to GC (General Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Section 26-175, Access; and creating a new article; so as to address transportation issues within the County
[THIRD READING][PAGES 36-49]

Notes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOS F = a v/c ratio of 1.35 plus

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 26-175. Access.

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

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

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

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

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

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

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

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

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

TABLE 26 - VII-4
DRIVEWAY INSTALLATION STANDARDS

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

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

- (1) ~~Driveway width.~~ The width, in feet, of a driveway approach shall be within the minimum and maximum limits as specified below, excluding detached, single family residential properties. Driveway approach widths shall be measured at the road right of way line and the width of any driveway shall not increase when crossing the right of way except at properly designated curb returns.
- a. ~~One way drives.~~ One way drives shall have a minimum width of twelve (12) feet and shall not exceed a maximum width of eighteen (18) feet.
- b. ~~Two way drives.~~ Two way drives shall have a minimum width of eighteen (18) feet and shall not exceed a maximum width of twenty four (24) feet.

~~(2) — Number of drives.~~

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

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

Length of Frontage (ft)	Maximum Number of Driveways
200 or less	1*
+200 to 600	2
+600 to 1000	3
+1000 to 1500	4
More than 1500	4 plus 1 per additional increment of 500 feet of frontage

* On frontages of 200 feet or less, a pair of one-way driveways may be substituted only if the internal circulation on the site is compatible with the one-way driveways and wrong-way movements on the driveways are rendered impossible or extremely difficult for motorists.

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

**TABLE VII-5
DRIVEWAY SEPARATION STANDARDS**

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

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

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

(d) Access Point Separation Standards.

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

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

<u>Posted Speed Limit (mph)</u>	<u>Minimum Access Point Spacing (ft)* on roadways >2000 AADTs or Access Points Generating > 50 peak hour trips</u>	<u>Minimum Access Point Spacing (ft)* On Roadways with AADTs < 2000</u>
<u>30</u>	<u>160</u>	<u>75</u>
<u>35</u>	<u>220</u>	<u>125</u>

<u>40</u>	<u>275</u>	<u>175</u>
<u>45</u>	<u>325</u>	<u>225</u>
<u>50 ></u>	<u>400</u>	<u>275</u>

* Measured from the near edge of driveways

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

(2) Major land development and major subdivisions. All proposed parcels, including outparcels, shall be depicted in the preliminary development plan documents and access to such parcels shall be limited to internal points within the project. Access may be limited to a “Right-In, Right-Out” configuration, as may be deemed necessary.

(3) Shared access. The Planning department, with the consent of the Public Works department, may require shared access agreements among adjacent parcels, and/or installation of marginal access roads, as well as consolidation of existing access points, as may be deemed necessary.

(4) Medians. The Planning department, with the consent of the Public Works department, may require installation of raised medians by the applicant as may be necessary to protect safe vehicular and pedestrian access to adjacent property.

(5) Change of land use. When there is a proposed land use change on a developed site that affects the amount, type, or intensity of traffic activity, the Planning department, with the consent of the Public Works department, shall require written documentation from SCDOT regarding the adequacy of the existing access point to safely accommodate the traffic generated by the project prior to issuing a development permit.

(e) Exceptions. The Planning department, with the consent of the Public Works department, may reduce the requirements described above, provided the applicant can demonstrate that all physically possible alternative development plans have been considered in an attempt to conform to the requirements and that any hardship to compliance is not the result of self-imposed actions, including, but not limited to, the purchase of the subject parcel, the topography of the site, and/or the geometry of the roadway.

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

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

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

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

Secs. 26-204 – 26-209. Reserved.

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

ARTICLE X. SUBDIVISION REGULATIONS

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

ARTICLE XI. NONCONFORMITIES

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

ARTICLE XII. CODE COMPLIANCE

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

ARTICLE IX. TRANSPORTATION

Sec. 26-210. General.

- (a) Purpose. The purpose of this article is to provide the information necessary to allow decision-makers to assess the transportation implications of traffic associated with a proposed development project; to address the transportation-

related issues associated with development proposals that may be of concern to neighboring property owners and residents; and to provide a basis for the negotiation regarding improvements and funding alternatives to accomplish the identified mitigation measures.

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

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

Sec. 26-211. Applicability.

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

(b) All proposed public and private school projects shall use the criteria described above except that 100, or more, AM peak hour (AMPH) trips will be used.

Sec. 26-212. Minimum Requirements.

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

Sec. 26-213. Review Process.

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

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

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

Sec. 26-214. Mitigation.

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

Secs. 26-215 – 26-220. Reserved.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Section 26-152, Special Exceptions; Subsection (D), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph C; so as to clarify setback requirements **[THIRD READING][PAGES 51-52]**

Notes

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

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___09HR

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (22), Radio, Television and Telecommunications and Other Transmitting Towers; Subparagraph c. is hereby amended to read as follows:

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

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

DRAFT

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Attest this the ____ day of
_____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An ordinance amending the Richland County Code of Ordinances, Chapter 6, Buildings and building regulations; Article III, Building codes, Section 6-82 (A); so as to adopt the 2006 Edition of the International Residential Code
[SECOND READING] [PAGES 54-57]

Notes

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

First Reading: July 7, 2009
Second Reading:
Third Reading:
Public Hearing:

Richland County Council Request of Action

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

A. Purpose

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

B. Background/Discussion

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

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

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

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

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

E. Recommendation

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

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

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Item# 14

Attachment number 1
Page 1 of 4

- Recommend Denial
 - No Recommendation
- Comments:

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES, SECTION 6-82 (A); SO AS TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; Paragraph (a); is hereby amended to read as follows:

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after July 1, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009

Michielle R. Cannon-Finch

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Council Motion (Manning): An ordinance to amend the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of tobacco products; In order to establish regulations and requirements relating to designated smoking areas **[SECOND READING] [PAGES 59-63]**

Notes

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

First Reading: July 7, 2009
Second Reading:
Third Reading:
Public Hearing:

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

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

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

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

Section 18-6. Smoking of tobacco products.

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

- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
- (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on carcinogens, National Cancer Institute, and the International Agency for Research and cancer have all reported that secondhand smoke is a group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
- (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
- ~~(4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and~~
- (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
- (6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome (SIDS); and
- (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
- (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and

- (9) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the unincorporated areas of Richland County; and
- (10) There are laws, ordinances, and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes County-owned buildings) except where the owner of such building shall designate smoking areas;

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

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

(c) Definitions.

- (1) "Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and/or a person who volunteers his or her services for a non-profit entity.
- (2) "Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs one (1) or more persons.
- (3) "Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.
- (4) "Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
- (5) "Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.

- (6) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (7) "Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.
- (8) "Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys.
- (9) "Work space" or "work spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas, common areas, hallways, waiting areas, restrooms, lounges, and eating areas.

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

(d) Prohibition of Smoking in the Workplace.

- (1) All employers shall provide a smoke-free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space or workplace that is not a Designated Smoking Area from smoking tobacco products therein.
- (2) No person shall smoke or possess a lighted tobacco product in any work space or workplace that is not a Designated Smoking Area.

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

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

(5) Designated Smoking Area. An employer which desires to operate a portion of its workplace or work space as an area within which smoking is permitted, may apply to the Richland County Business Service Center for a Designated Smoking Area, certify compliance with air quality standards of the current mechanical code in effect in Richland County, and provide a certification by a licensed HVAC provider that the air handling equipment is in good working order. The Designated Smoking Area and non-smoking areas shall be separate and have separate HVAC air quality systems, and notice of permitted

smoking within that space shall be prominently displayed at every entrance. The business shall have in effect employee applications advising prospective employees of the fact of their employment environment as smoking or non-smoking, and receive from such employee at the time of employment an acknowledgement of agreement to work in a Designated Smoking Area. No employee shall be required to work in a Designated Smoking Area on even a temporary or substitute basis unless such employee shall have executed a required acknowledgement of waiver of objection to employment in the Designated Smoking Area. Such acknowledgement shall be kept on file on the workplace at all times and be available. A violation of this subpart shall constitute a violation of this ordinance punishable under subsection (h)(3).

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

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

(h) Jurisdiction, Enforcement and Penalties.

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

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

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

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

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after October 1, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An ordinance authorizing the issuance and sale of not to exceed \$9,000,000 General Obligation Bonds, Series 2009A, or such other appropriate series designation, of Richland County, South Carolina; Authorizing the bonds to be issued as Build America Bonds, if appropriate; Fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto **[SECOND READING] [PAGES 65-68]**

Notes

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

First Reading: July 7, 2009

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Sheriff Vehicles / Public Safety Building / Capital Projects

A. Purpose

The purpose of this request is to ask the Administration & Finance Committee to make a recommendation to County Council to enact an ordinance authorizing the issuance of not to exceed \$9,000,000 general obligation bonds for the purchase of vehicles for use by the Sheriff's Department for fiscal year 2009-2010; to fund constructing and equipping a public safety building, and to fund other capital projects. The bond proceeds will also be used to fund a conversion to digital radios.

B. Discussion

The projects funded as follows:

\$2.0m Sheriff Vehicles - Beginning in 2003, the County has followed a plan of issuing general obligation bonds on an annual basis to fund the acquisition of 80 replacement vehicles for use by the Sheriff's Department. At this time, it is appropriate to implement the plan for issuing bonds to purchase the vehicles for the 2009-2010 fiscal year.

\$1.6m Public Safety facility – In 2007 Council approved a capital improvement plan to move leased County public safety facilities to owned properties. This will be the second issue in the plan.

\$1.5m for other capital replacement items – This portion funds the replacement of operating capital items up to an amount equal to the prepayment for the joint Animal Shelter project with the City of Columbia.

\$3.8m for radio conversion project – The total project is \$5.5 million but only \$3.8 will be borrowed funds. Annual debt service payment will be made using \$1.0m per year from the capital replacement millage.

The Ordinance will authorize the Bonds to be offered for sale as traditional tax-exempt bonds of as Build America Bonds.

The American Recovery and Reinvestment Act of 2009 permits any governmental issuer to issue any tax-exempt bond as a taxable bond, otherwise known as "Build America Bonds" or "BABs." BABs must comply with all requirements applicable to the issuance of tax-exempt governmental bonds. The BABs would have higher interest rates than corresponding tax-exempt bonds but provide tax credits equal to 35% of the annual interest payments on the BABs. The BABs may either be issued so that the bondholder may claim the tax credit or the issuer may receive a direct payment rebate from the Federal government.

Recently, the number of investors/purchasers for BABs has expanded beyond those which have historically purchased tax-exempt municipal debt. Additionally, the market continues to evolve with terms and conditions which are more closely related to traditional tax-exempt bonds which are

important to municipal issuers. The result has been to make BABs more attractive to both issuers and investors/purchasers by offering a better product for all parties.

The recommended process would be to competitively offer the bonds as traditional tax-exempt debt and as BABs to allow flexibility in achieving the lowest cost of borrowing. On the date of sale, a determination would be made as to the most economically advantageous form of debt for the County.

C. Financial Impact

The amount needed for annual debt service will need to be appropriated in the applicable fiscal year's debt service budget. Based on debt service estimates, the debt service payments for the sheriff's vehicles, the public safety building and the capital projects will require a millage increase of not to exceed .4 mills. This increase may be less once the value of a mill is determined in the fall of 2009. The funding of the conversion to digital radios will be from a separate source of revenue.

D. Alternatives

1. Approve the request to issue the bonds.
2. Do not approve the request, in which case an alternative method of funding must be identified.

E. Recommendation

It is recommended the Council approve alternative one

Recommended by: Daniel Driggers **Department:** Finance **Date:** May 26, 2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Tony McDonald

Date: 6/19/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION BONDS, SERIES 2009A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; AUTHORIZING THE BONDS TO BE ISSUED AS BUILD AMERICA BONDS, IF APPROPRIATE; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Richland County Council Request of Action

Subject

An ordinance authorizing the execution and delivery of a fee agreement between Richland County and Unum Group, a corporation organized and existing under the laws of the state of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; ad Unum Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto **[SECOND READING] [PAGES 70-123]**

Notes

First Reading: July 7, 2009

Second Reading:

Third Reading:

Public Hearing:

FEE AGREEMENT

EFFECTING A CONVERSION OF THAT CERTAIN

**LEASE AGREEMENT
DATED AS OF DECEMBER 15, 1996**

BETWEEN

UNUM GROUP,

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, AND

UNUM LIFE INSURANCE COMPANY OF AMERICA,

AND

RICHLAND COUNTY, SOUTH CAROLINA

DATED AS OF

_____, 2009

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[to be updated]

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FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2009, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **UNUM Group**, a corporation organized and existing under the laws of the State of Delaware; **Colonial Life & Accident Insurance Company**, a corporation organized and existing under the laws of the State of South Carolina; and **UNUM Life Insurance Company of America**, a corporation organized and existing under the laws of the State of Maine; (collectively referred to herein as the “Company”).

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the Company previously acquired by construction and purchase certain facilities used at its existing facility in the County (the “**Original Project**”);

WHEREAS, by Resolutions duly adopted by the County Council on December 12, 1995, and on December 3, 2006, and by an Ordinance duly adopted by the County Council on December 3, 1996, the County, being authorized and empowered under and pursuant to the Code of Laws of South Carolina, as amended, and particularly Title 4, Chapter 12 thereof (the “**Old Act**”), agreed to provide certain incentives to the Company in connection with the Original Project pursuant to that certain Inducement Agreement dated as of December 29, 1995, as amended as of December 3, 1996 (the “**Inducement Agreement**”), and that certain Lease Agreement between the County and the Company dated as of December 15, 1996 (the “**Lease**”), (the Inducement Agreement and the Lease are sometimes collectively referred to herein as the “Prior Documents”);

WHEREAS, pursuant to such arrangements, the County acquired title to the Original Project from the Company and leased the Original Project back to the Company pursuant to the Lease;

WHEREAS, the Company desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to the Original Project or any portion thereof. Section 12-44-170 (the “**Conversion Provision**”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to transfer property from such an arrangement to a FILOT arrangement under the Act and to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act;

WHEREAS, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Company its right, title and interest in and to the Original Project;

WHEREAS, in order (i) to satisfy the requirements of the Conversion Provision and (ii) to make certain amendments to update the terms of the Lease as necessary or appropriate, this Fee Agreement (the “**Fee Agreement**”) has been prepared and presented to the County;

WHEREAS, the County has determined this Fee Agreement meets the conversion and other applicable requirements of the Act;

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2009, the County Council authorized the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company’s noncompliance.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “MCIP Provision”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such

references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. Definitions.

“Act” means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

“Applicable Governmental Body” means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

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

“Commencement Date” means the last day of 1996, which is the year in which Project property was first placed in service.

“Company” means, collectively, the Operating Company and the Other Companies. Unless a particular provision hereof otherwise requires to the contrary, the Operating Company may act as agent of the Other Companies and the County shall accept any act of the Operating Company (including but not limited to acts such as amending this Fee Agreement and giving notice and exercising options and rights hereunder) as being performed for itself and as such agent until notice is given to the contrary.

“Conversion Provision” means Section 12-44-170 of the Act.

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

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

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

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 10.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2009, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 6.3.

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

“Inducement Agreement” means that certain Inducement Agreement dated as of December 29, 1995, as amended as of December 3, 1996.

“Investment Period” means the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date.

“Lease” means that certain Lease Agreement between the County and the Company dated as of December 15, 1996.

“Multi-County Industrial Park” means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Operating Company” means UNUM Group, a corporation organized and existing under the laws of the State of Delaware.

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

“Original Project” means the property covered by the Lease on the effective date of this Fee Agreement.

“Other Companies” means Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina, and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 6.1 of this Agreement.

“Prior Documents” means the Lease and the Inducement Agreement.

“Project” means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in

connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Project.

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 6.2.

“Site” means sites at which Project property is located in the County as described in Exhibit B and shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit B provided by the Company. [to be discussed]

“Stage” in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE

SECTION 2.1. *Election to Convert.* Pursuant to the Conversion Provision, the Company hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Company’s election to convert as required by the Act.

SECTION 2.2. *Replacement of Lease and Related Documents.* The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all FILOT arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyances of assets described in Section 2.3, the Lease and Inducement Agreement are terminated. The parties also agree that, as required by the Conversion Provision and as reflected in this Fee Agreement, the term, the applicable assessment ratio and millage rate, and the payments to be made by the Company under this Fee Agreement shall remain the same as under the Prior Documents.

SECTION 2.3. *Conveyance on Conversion.* Simultaneously with the execution and delivery of this Fee Agreement, the County has by Quitclaim Deed and Bill of Sale re-conveyed to the Company all assets comprising the Original Project which are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Company to evidence or confirm such conveyance.

ARTICLE III

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 3.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 3.2. *Inducement.* The County and the Company acknowledge that pursuant to and subject to the provisions of the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 4.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Assuming the constitutionality of the Act, and to the best of the County's knowledge, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or

agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 4.2. *Covenants by the County.* The County covenants with the Company to do all things deemed reasonably necessary, under the Act, as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

SECTION 4.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County and covenants with the County as follows:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affects the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company or its ability to proceed with such transactions and the Project.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE V

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 5.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property will only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

SECTION 5.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 5.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE VI

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 6.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for ad valorem taxes. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but, as set forth in Sections 4.02 and 4.03 of the Inducement Agreement, using an assessment ratio of 6.0% and a millage rate of 349.0 mills. Subject in all events to the provisions of the Act, the fair market value for the Project shall be determined as follows:

- (i) for real property: if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property: using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended. [to be discussed]

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above,

for a period not exceeding 20 years following the year in which such property was placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) a single piece of property can replace more than one piece of property, and more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to the fee payment pursuant to this Section for the period of time remaining on the 20-year fee period for the property which it is replacing.

(e) Nothing in this Fee Agreement to the contrary withstanding, the Company is primarily liable for all Payments-in-Lieu-of-Taxes, and all other payments dues under this Agreement.

SECTION 6.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the maintenance of the statutory minimum qualifying investment, and to Section 6.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 6.1 shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a). Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the terms of Section 6.1(d).

SECTION 6.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1 or (b) exercise by the Company of its option to terminate pursuant to Section 11.1.

SECTION 6.4. *Maintaining Minimum Investment.* If at any time during the term of this Fee Agreement following the period of time in which the minimum investment must be made under the Act, the investment of any entity comprising the Company, based on income tax basis without regard to depreciation, falls below such minimum investment level, such entity shall no longer qualify for the Payments-in-Lieu-of-Taxes provided herein if and as provided in Section 12-44-140(C) of the Act.

ARTICLE VII

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 7.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VIII

EFFECTIVE DATE

SECTION 8.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE IX

SPECIAL COVENANTS

SECTION 9.1. Confidentiality. The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement. [to be discussed]

SECTION 9.2. Indemnification Covenants

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project if the County or any of its members, officers, agents or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses,

claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

SECTION 9.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment of all or part of their respective interests in the Project and/or this Fee Agreement among the Operating Company, the Other Companies, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, The Paul Revere Life Insurance Company, The Paul Revere Variable Annuity Insurance Company or First Unum Life Insurance Company. The County agrees that the County Council can provide any required consent by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE X

EVENT OF DEFAULT AND REMEDIES

SECTION 10.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a)), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires;

lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 10.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least thirty (30) days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes. The County's right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of the South Carolina Code.

SECTION 10.3. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE XI

OPTION OF THE COMPANY

SECTION 11.1. Option to Terminate. From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1(c), or, if the termination is of the entire Project, then within the date which is sooner of (i) the due date otherwise applicable under this Fee Agreement or (ii) 120 days of termination.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company: **[Insert information]**

If to the County: Richland County, South Carolina
J. Milton Pope
County Administrator
2020 Hampton street
Columbia, SC 29204

With a copy to: Ray E. Jones
Parker Poe Adams & Bernstein LLP
1201 Main Street
Columbia, SC 29201

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

SECTION 12.2. Binding Effect. This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 12.3. Invalidity and Severability. In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 6.1 is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 12.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement as *ad valorem* taxes.

SECTION 12.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

SECTION 12.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 12.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 12.9. *Filings.*

(a) The Company shall provide the Richland County Auditor with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement to be filed with the Richland County Auditor, the Richland County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

SECTION 12.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 12.11. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY and UNUM LIFE INSURANCE COMPANY OF AMERICA, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk

UNUM GROUP

By: _____
Name: _____
Its: _____

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

By: _____
Name: _____
Its: _____

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: _____
Name: _____
Its: _____

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

[Provide same real property description as in 1995 Lease.]

EXHIBIT B

DESCRIPTION OF SITES

The initial Site is the land identified on Exhibit A.

On or about May 15, 2010 and each May 15 thereafter during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any Sites in the County during the calendar year ending the preceding December 31, provide schedules or supplements reflecting such added or relocated Sites, which schedules or supplements shall become part of this Fee Agreement.

FEE AGREEMENT
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA
AND
UNUM GROUP,
COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, AND
UNUM LIFE INSURANCE COMPANY OF AMERICA,

DATED AS OF

_____, 2009

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[to be updated]

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EXHIBIT A Description of Real Property
EXHIBIT B Description of Sites
EXHIBIT C Joinder Agreement

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2009, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County, and **UNUM Group**, a corporation organized and existing under the laws of the State of Delaware; **Colonial Life & Accident Insurance Company**, a corporation organized and existing under the laws of the State of South Carolina; and **UNUM Life Insurance Company of America**, a corporation organized and existing under the laws of the State of Maine; (collectively referred to herein as the “Company”).

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to an Inducement Resolution dated February 17, 2009 (the “Inducement Resolution”) the County committed to enter into a Fee Agreement with the Company;

WHEREAS, it is anticipated that the Project will represent an investment of at least \$8 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

WHEREAS, pursuant to the Ordinance, as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement with the Company that identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

WHEREAS, pursuant to an Ordinance adopted _____ (“Ordinance”), in accordance with the Act, and based on factual representations by the Company to the County, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

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

"Commencement Date" means the last day of the property tax year when Project property is first placed in service except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” means, collectively, the Operating Company and the Other Companies. Unless a particular provision hereof otherwise requires to the contrary, the Operating Company may act as agent of the Other Companies and the County shall accept any act of the Operating Company (including but not limited to acts such as amending this Fee Agreement and giving notice and exercising options and rights hereunder) as being performed for itself and as such agent until notice is given to the contrary.

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

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

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

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2009, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3.

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

“Inducement Resolution” means the Resolution of the County Council adopted on February 17, 2009 committing the County to enter into the Fee Agreement.

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

“Multi-County Industrial Park” means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of Article VIII, Section

13, Paragraph D of the Constitution of the State of South Carolina, 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Operating Company” means UNUM Group, a corporation organized and existing under the laws of the State of Delaware. The Operating Company shall be deemed to be a sponsor in accordance with Section 12-44-30(A)(18) and Section 12-44-130 of the Act.

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

“Other Companies” means Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina, and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and becomes subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company or, as applicable, a Sponsor Affiliate, in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. In this connection, the parties specifically agree that the Company or, as applicable, a Sponsor Affiliate, may in its sole discretion determine what eligible property, including but not limited to any buildings, is included as Project property, and that such discretion shall be manifested by the Company’s decision or, as applicable, the decision of a Sponsor Affiliate, whether to list such eligible property on its annual SCDOR PT-300 or comparable form. Notwithstanding any provision herein to the contrary, only for purposes of determining whether the \$8 million investment threshold referenced in Sections 3.1(i) and 5.4 hereof, and the \$25 million investment threshold referenced in Section 5.1(a) hereof, have been met, all investments made at the Site during the applicable time periods shall be deemed part of the Project without regard to whether some or all of the investments are subject to this Fee Agreement.

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement; provided, however that the land identified on Exhibit A shall not be subject to this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2.

“**Site**” means sites at which Project property is located in the County as described in Exhibit B and shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit B provided by the Company.

“**Sponsor Affiliate**” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project, if any, will qualify for Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof and Section 12-44-30(A)(19) and Section 12-44-130 of the Act. In the event any such entity makes an investment in the Project, each of the following entities are hereby expressly approved by the County as a Sponsor Affiliate and each of these entities has executed this Fee Agreement and has agreed to be bound by the terms and conditions hereof: (1) Provident Life and Accident Insurance Company, (2) Provident Life and Casualty Insurance Company, (3) The Paul Revere Life Insurance Company, (4) The Paul Revere Variable Annuity Insurance Company and (5) First Unum Life Insurance Company; provided, however, unless and until any such entity makes an investment in the Project and files an SCDOR PT-300 or comparable form, it is not subject to this Agreement and has no obligations under it.

“**Stage**” in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to and subject to the provisions of the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Assuming the constitutionality of the Act, and to the best of the County's knowledge, neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

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

(a) The County agrees to do all things deemed reasonably necessary, under the Act, as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, the Company may request of the County an extension of the Investment Period, for investments in excess of the statutory minimum(s), in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. The grant of any such extension by the County may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within 30 days of the date of execution thereof by the County.

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

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would materially adversely affects the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company or its ability to proceed with such transactions and the Project.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project will exceed \$8,000,000.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company or any Sponsor Affiliate may place property into service at any time under this Fee Agreement, but such property will only qualify as economic development property under the Act if it is placed in service during the Investment Period or is Replacement Property.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, neither the Company nor any Sponsor Affiliate shall be obligated to complete the acquisition of the Project, and the Company or any Sponsor Affiliate may terminate this Fee Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company and any Sponsor Affiliate may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company and the Sponsor Affiliates, as applicable, shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company and, as applicable, the Sponsor Affiliates, shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same

manner and subject to the same penalty assessments as prescribed by the County or DOR for ad valorem taxes. Such amounts shall be calculated and payable as follows:

(a) The Company has and, as applicable, the Sponsor Affiliates have, agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 8.0% and a millage rate of 493.5 mills, which is no lower than the lower of the legally levied cumulative property tax millage rate applicable to the Site on June 30, 2008 or the legally levied cumulative property tax millage rate applicable to the Site on June 30, 2009; provided, however, that if, by December 31, 2014, an aggregate total of \$25 million has been invested in the Project, then beginning with the property tax year following the year in which such \$25 million investment threshold is achieved, the applicable assessment ratio to be used under this subsection shall be 6% rather than 8%. Subject in all events to the provisions of the Act, the fair market value for the Project shall be determined as follows:

- (i) for real property: if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property: using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company and, as applicable, the Sponsor Affiliates, shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property

subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) a single piece of property can replace more than one piece of property, and more than one piece of property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vi) Replacement Property is entitled to the fee payment pursuant to this Section for the period of time remaining on the 20-year fee period for the property which it is replacing.

(e) Nothing in this Fee Agreement to the contrary withstanding, the Company is primarily liable for all Payments-in-Lieu-of-Taxes, and all other payments dues under this Agreement.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company or any Sponsor Affiliate, in its sole discretion, determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company or any Sponsor Affiliate may remove such item (or such portion thereof as the Company or any Sponsor Affiliate shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the maintenance of the statutory minimum qualifying investment, and to Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company or any Sponsor Affiliate may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a). Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the terms of Section 5.1(d).

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a)

payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1.

SECTION 5.4. *Making Minimum Investment.* If the aggregate investment in the Project during the Investment Period does not equal or exceed \$8,000,000, then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and, within 90 days of the end of the Investment Period, a deficiency payment shall be made to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section, plus interest at the same rate assessed for non-payment of ad valorem taxes. If the investment in the Project by one of the entities comprising the Company or by a Sponsor Affiliate, either alone or, if applicable, combined with the other investments in the Project, does not satisfy the minimum investment requirements of Section 12-44-130 of the Act, then that portion of the Project property owned by such Sponsor Affiliate shall revert retroactively to ad valorem taxation as required under the Act and, within 90 days of the end of the Investment Period, such Sponsor Affiliate shall make a deficiency payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made with respect to that portion of the Project property owned by such Sponsor Affiliate and the total retroactive amount referred to in this Section with respect to the same, plus interest at the same rate assessed for non-payment of ad valorem taxes.

SECTION 5.5. *Maintaining Minimum Investment.* If at any time during the term of this Fee Agreement following the period of time in which the minimum investment must be made under the Act, the investment of any entity comprising the Company or of any Sponsor Affiliate, based on income tax basis without regard to depreciation, falls below such minimum investment level, such entity shall no longer qualify for the Payments-in-Lieu-of-Taxes provided herein if and as provided in Section 12-44-140(C) of the Act.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company or any Sponsor Affiliate may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company or any Sponsor Affiliate to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company or any Sponsor Affiliate to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project if the County or any of its members, officers, agents

or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's or any Sponsor Affiliate's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company, any such Sponsor Affiliate or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment of all or part of their respective interests in the Project and/or this Fee Agreement among the Operating Company, the Other Companies, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, The Paul Revere Life Insurance Company, The Paul Revere Variable Annuity Insurance Company, First Unum Life Insurance Company, and any other Sponsor Affiliates. The County agrees that the County Council can provide any required consent by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

SECTION 8.4. *Sponsor Affiliates.* The Company may designate from time to time additional Sponsor Affiliates pursuant to the provisions of Section 12-44-30(19) and Section 12-44-130 of the Act, which Sponsor Affiliates shall be entities which may join with the Company to make investments with respect to the Project, or which may participate in the financing of such investments, and which agree to be bound by the terms and provisions of this Fee Agreement. The County hereby expressly consents to and approves the designation as Sponsor Affiliates of each of the entities defined as such in Section 1.3 hereof. All other Sponsor Affiliates which otherwise meet the requirements of Section 12-44-30(19) and Section 12-44-130 of the Act must be approved by resolution of the County Council and must execute a Joinder Agreement, in substantially the form attached hereto as Exhibit C, by which a Sponsor Affiliate agrees to be bound by terms of this Fee Agreement.

The Company shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate designated pursuant to this Section within 90 days after the end of the calendar year during which any such Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a)), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least thirty (30) days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes. The County’s right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of the South Carolina Code.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof, and a Sponsor Affiliate may terminate this Fee Agreement with respect to its Project property. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within the date which is sooner of (i) the due date otherwise applicable under this Fee Agreement or (ii) 90 days of termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company or
any Sponsor Affiliate:

[Insert information]

If to the County:

Richland County, South Carolina
J. Milton Pope
County Administrator
2020 Hampton street
Columbia, SC 29204

With a copy to:

Ray E. Jones
Parker Poe Adams & Bernstein LLP
1201 Main Street

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

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County, the Company and the Sponsor Affiliates and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company and the Sponsor Affiliates shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company and the Sponsor Affiliates hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement as *ad valorem* taxes.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council. The Chair of County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action

may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.*

(a) The Company and the Sponsor Affiliates shall provide the Richland County Auditor with a copy of all annual filings made by the Company and the Sponsor Affiliates to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the Richland County Auditor, the Richland County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company and the Sponsor Affiliates may designate with respect to any filings delivered to the County segments thereof that the Company or any Sponsor Affiliate believes contain proprietary, confidential or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or any Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments.

SECTION 11.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and UNUM GROUP, COLONIAL LIFE & ACCIDENT INSURANCE COMPANY and UNUM LIFE INSURANCE COMPANY OF AMERICA, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk

UNUM GROUP

By: _____
Name: _____
Its: _____

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

By: _____
Name: _____
Its: _____

UNUM LIFE INSURANCE COMPANY OF AMERICA

By: _____
Name: _____
Its: _____

Executing as approved Sponsor Affiliates:

**PROVIDENT LIFE AND ACCIDENT
INSURANCE COMPANY**

By: _____
Name: _____
Its: _____

**PROVIDENT LIFE AND CASUALTY
INSURANCE COMPANY**

By: _____
Name: _____
Its: _____

**THE PAUL REVERE LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Its: _____

**THE PAUL REVERE VARIABLE ANNUITY
INSURANCE COMPANY**

By: _____
Name: _____
Its: _____

FIRST UNUM LIFE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

1200 Colonial Life Boulevard, 1201 Averyt Avenue, 1221 Averyt Avenue, and 1235 Averyt Avenue, Columbia, SC 29210

EXHIBIT B

DESCRIPTION OF SITES

The initial Site is as follows:

1200 Colonial Life Boulevard, 1201 Averyt Avenue, 1221 Averyt Avenue, and 1235 Averyt Avenue, Columbia, SC 29210

On or about May 15, 2010 and each May 15 thereafter during the term of this Fee Agreement, the Company or Sponsor Affiliates, as applicable, shall, in the event that one or more of them elect to add or relocate any Sites in the County during the calendar year ending the preceding December 31, provide schedules or supplements reflecting such added or relocated Sites, which schedules or supplements shall become part of this Fee Agreement.

EXHIBIT C

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement dated _____, 2009 (the "Fee Agreement") between Richland County, South Carolina (the "County") and Unum Group, Colonial Life & Accident Insurance Company and Unum Life Insurance Company of America (collectively, the "Company") and (ii) that certain Resolution dated _____, 20__ (the "Resolution") of the Richland County Council.

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a part to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance with Section 8.4 of the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County pursuant to the Resolution; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Name: _____

Its: _____

Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

Date

UNUM GROUP

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND UNUM GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA; AND UNUM LIFE INSURANCE COMPANY OF AMERICA, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MAINE (COMPANIES) CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND THE COMPANIES UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

WHEREAS, Richland County (“County”), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 17, 2009 (“Resolution”), taken official action to identify the Project (defined below) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a Fee Agreement with UNUM Group, a corporation organized and existing under the laws of the State of Delaware; Colonial Life & Accident Insurance Company, a corporation organized and existing under the laws of the State of South Carolina; and UNUM Life Insurance Company of America, a corporation organized and existing under the laws of the State of Maine (collectively referred to as, “Company”), which shall provide for payments of fees-in-lieu of taxes for a new project qualifying under the provisions of Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended (“Act”);

WHEREAS, the County and the Company desire to enter into a Fee Agreement as defined in the Act concerning the Company’s investment and the investment of certain sponsor affiliates pursuant to the Fee Agreement and Section 12-44-30(19) and Section 12-44-130 of the Act (“Sponsor Affiliates”) in certain real properties and improvements thereto and machinery, equipment, fixtures and other property (which properties constitute a project under the Act and are referred to as, “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company and the Sponsor Affiliates to locate the Project in the County, the County hereby agrees to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company and the Sponsor Affiliates the benefits intended by the Act;

WHEREAS, the County has previously entered into a fee-in-lieu of taxes arrangement with the Company under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended (“Old

Act”), in connection with which the Company transferred title to certain real and personal property to the County, and the County and the Company entered into an Inducement and Millage Rate Agreement, dated as of December 29, 1995 and amended as of December 3, 1996 (“Inducement Agreement”), and a Lease Agreement, dated as of December 15, 1996 (“Lease”), concerning certain real properties and improvements thereto and machinery, equipment, fixtures and other property (“Original Project);

WHEREAS, the Act provides, at Section 12-44-170, that an entity with property subject to an existing fee-in-lieu of property tax arrangement under the Old Act, in which title is held by the County, may elect with the consent of the County to convert from such Old Act arrangement to an arrangement under the Act in which title is held by such entity, and the transferred property will automatically be considered “economic development property” for purposes of the Act subject to the following:

- (a) a continuation of the same fee payments required under the existing lease agreement;
- (b) a continuation of the same fee payments only for the time required for payments under the existing lease agreement;
- (c) a carryover of minimum investment or employment requirements of the existing arrangements to the new fee arrangement; and
- (d) appropriate agreements and amendments between the sponsor and the county entered into continuing the provisions and limitations of the prior agreement;

WHEREAS, to the extent necessary or required under the Act, the County desires to consent, approve and ratify such conversion by the Company of its facilities from an Old Act arrangement to an Act arrangement and the Fee Agreement and other documents pursuant to which such conversion is to be made;

WHEREAS, there has been prepared and presented to this meeting the proposed form of the Fee Agreements between the County and the Company with respect to both the Project and the Original Project (collectively, “Fee Agreements”);

WHEREAS, it appears that the documents referred to above, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. With respect to the Project, pursuant to the Act and particularly Section 12-44-40(H) thereof, and based on information supplied to the County by the Company, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

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

(d) It is anticipated that the Project will represent an investment of at least \$8 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exemption investments);

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

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project, based on factual representations to the County by the Company, will be properly classified as economic development property.

Section 2. With respect to the Original Project, the County, pursuant to the Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes the conversion of the Company’s arrangement under the Old Act to an arrangement under the Act.

Section 3. With respect to the Original Project, the County consents to the transfer of title to all property, both real and personal, back to the Company and the cancellation of the Lease and the Inducement Agreement (to the extent said agreements are not cancelled by operation of law) without further payment or penalty to the County under the Lease or the Inducement Agreement.

Section 4. The form, terms and provisions of each of the Fee Agreements which are before this meeting and filed with County Council are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if each of the Fee Agreements were set out in this Ordinance in their entirety. The Chair of the County Council and the Clerk to County Council be and they hereby are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements to the Company. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County, as approved by the officials of the County executing same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Fee Agreements now before this meeting. With respect to the Original Project, the County agrees to take such other actions as may

be reasonably necessary or appropriate for the cancellation of the Lease and Inducement Agreement, and the execution of the Fee Agreement, Reconveyance of Title to Real Estate, Reconveyance of Bill of Sale, and any all other documents that the Company may reasonably request to reconvey to the Company title to any property that has been conveyed by the Company to the County pursuant to the Lease and to evidence the consent, approval and ratification described in this Ordinance.

Section 5. The Chair of County Council and the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County under and pursuant to the Fee Agreements.

Section 6. The consummation of all transactions contemplated by the Fee Agreements are hereby approved.

Section 7. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[Signatures Appear on Following Page]

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	July 7, 2009 [Tentative]
Second Reading:	July 21, 2009 [Tentative]
Public Hearing:	July 28, 2009 [Tentative]
Third Reading:	July 28, 2009 [Tentative]

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Execution and delivery of an agreement to provide for the modification and termination of certain incentive agreements between Richland County and Project Olive and one or more Affiliated entities; and related matters [**SECOND READING**][**PAGES 125-126**]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND RATIFYING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN RICHLAND COUNTY, RICHLAND COUNTY DEVELOPMENT CORPORATION AND PROJECT OLIVE, AND AUTHORIZING OTHER MATTERS RELATING TO SUCH AGREEMENT.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is empowered by the provisions of the South Carolina Constitution (the “Constitution”), the South Carolina Code of Laws, as amended (the “Code”), and the case law of the Courts of the State of South Carolina to enter into contracts;

WHEREAS, Project Olive (the “Company”) has certain business operations in the County;

WHEREAS, in connection with such operations, the Company has entered into certain agreements with the County and Richland County Development Corporation; and

WHEREAS, the Parties now wish to settle, resolve and dispose of all matters relating to such agreements by entering into a new agreement (the “Agreement”).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Agreement; Further Actions. The form, terms and provisions of the Agreement which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if it was set out in this Ordinance in its entirety. The Chair of the Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement. The 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 the Agreement now before this meeting. The Chair of the Council, the County Administrator and the Clerk to the Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant thereto.

Section 2. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 3. Severability. 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 4. Effectiveness of Ordinance. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force from and after its passage by the Council.

Section 5. Official Action. It is the intention of the Council that this Ordinance shall constitute an official action on the part of the County.

Section 6. County's Performance. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things necessary or appropriate to effect the County's performance of its obligations under the Agreement.

Section 7. Effective Date. This Ordinance shall take effect upon the date of enactment.

DONE, RATIFIED AND ADOPTED this ___ day of _____, 2009.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS THE ___ DAY
OF _____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

First Reading: _____
Second Reading: _____
Public Hearing: _____
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 not exceeding \$150,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended [**PAGES 128-130**]

Notes

A&F 06/23/2009:The committee recommended that council vote to authorize a public hearing, as required by statute, on July 21st, and to approve the resolution after the public hearing. The vote in favor was unanimous.

Council 07/07/09: Council authorized the public hearing on this item.

RESOLUTION

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT EXCEEDING \$150,000,000 HOSPITAL REFUNDING AND IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Richland County, South Carolina (the “County”) and Pickens County, South Carolina (“Pickens County” and, collectively with the County, the “Counties”) as may be required by law, to issue not exceeding \$150,000,000 aggregate principal amount of its Hospital Refunding and Improvement Revenue Bonds (Palmetto Health), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund the \$105,000,000 South Carolina Jobs-Economic Development Authority Variable Rate Hospital Refunding Revenue Bonds (Palmetto Health Alliance) Series 2003B (the “Prior Bonds”) previously issued to finance and refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the Counties, (ii) to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in the County (together with the refunding of the Prior Bonds, the “Project”), (iii) to fund a debt service reserve fund if deemed necessary or advisable by the Authority or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (v) to provide working capital, if deemed necessary or advisable by the Authority or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof; and

WHEREAS, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the maintenance of permanent employment in the Counties and adjacent areas for approximately 7,879 people, and will stimulate the economy of the Counties and surrounding areas by increased payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of the County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

SECTION 1. As required by the Act, it is hereby found, determined and declared that (a) the Project will subserve the purposes of the Act; (b) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Project is not exceeding \$150,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to finance the Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 21st day of July, 2009.

Paul Livingston, Chair
Richland County Council

(SEAL)

Attest: _____
Michielle R. Cannon-Finch
Clerk to County Council

Richland County Council Request of Action

Subject

Section 26-180, Signs; so as to create a new section that would allow off-premise weekend directional signs under certain conditions **[PAGES 132-135]**

Notes

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

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SO AS TO CREATE A NEW SECTION THAT WOULD ALLOW OFF-PREMISE WEEKEND DIRECTIONAL SIGNS UNDER CERTAIN CONDITIONS.

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

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

Sign, off-premises weekend directional. An off-premise sign not greater than twenty-four (24) inches by twenty-four (24) inches in total size and placed only on the weekend, the purpose of which is limited exclusively to the identification of a use or occupancy located elsewhere and which tells the location of or route to such use or occupancy.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (b), General Standards; Paragraph (2), Standards Applicable to All Permitted Signs; Subparagraph a, Location; is hereby amended to read as follows:

- a. *Location.* Signs shall be located outside of the road right-of-way, behind sidewalk areas, outside of the sight visibility triangle, and no closer than five (5) feet to the front property line; provided, however, off-premises weekend directional signs may be located in a county road right-of-way.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; is hereby amended to create a new subsection to read as follows:

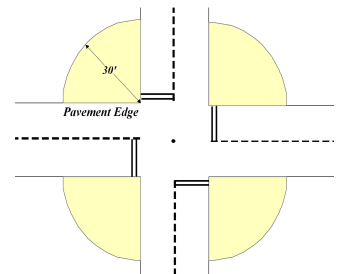
(q) *Off-premises weekend directional signs.*

- (1) Off-premises weekend directional signs are permitted in all zoning districts, with the following restrictions:

- a. A permit and identification sticker must be obtained from the Planning Department for each sign proposed to be erected; and a permit fee/sticker fee of five (\$5.00) dollars per sign, must be paid. Each permit shall be valid for one (1) year from the date of issuance.

DRAFT

1. The identification sticker must be affixed to the face of the sign, and will identify the permit number and the date of permit expiration.
2. Permits shall only be issued to and held in the name of the:
 - [a] Sign company erecting the sign;
 - [b] Business owner associated with or identified on the sign; or
 - [c] Real estate broker or agent.
- b. The sign area shall not exceed twenty-four (24) inches by twenty-four (24) inches.
- c. A sign shall include no more than three (3) lines of text and a business or company logo, and must include a directional arrow symbol.
- d. Sign height shall not exceed three (3) feet above adjacent grade.
- e. Signs may be placed along county roads in the right-of-way or on private property; provided, however, signs shall not obstruct visibility at any intersection location, nor shall the sign be erected within thirty (30) feet of an intersection (see example at right), nor shall more than two (2) signs per permit holder be allowed at an intersection.
- f. Prior to placing a sign on private property, written consent must be obtained from the property owner(s).
- g. No sign shall be erected on or abutting a road owned and maintained by the state of South Carolina unless specifically allowed by the South Carolina Department of Transportation.
- h. Signs shall be placed at least three (3) feet from the edge of the road pavement.
- i. Signs shall be placed no closer than one-quarter (1/4) of a mile (i.e. 1,320 feet) to another sign giving directions to the same location, unless the sign is placed near an intersection to show that a left or right turn is needed.



DRAFT

j. No sign permitted in this subsection shall be erected more than one (1) mile from: 1) the site for which directions are being provided or 2) the nearest SCDOT classified collector or arterial road.

k. Signs shall not be erected before 5:00 p.m. on Friday evening and shall be completely removed by 11:59 p.m. on Sunday.

l. If a sign is damaged or faded, the permit holder may bring in the damaged sign (with permit) and obtain a replacement sticker at no additional cost.

(2) Violations. Signs found in violation of these provisions shall be subject to immediate removal. Such signs shall be impounded for a period of ten (10) business days, and if not claimed within that period of time, the sign shall be discarded. In addition:

1. For a first offense, the permit holder (or the offending individual, company, or corporation, if the sign did not have a permit) shall be notified of the violation and given a warning.

2. For a second offense, the existing permit shall be revoked and a new permit must be obtained and a new fee paid. If the sign did not have a permit, a second or subsequent offense shall subject the offending individual, company, or corporation to the penalty provisions of Section 26-272.

3. A third offense shall result in the permit holder being barred from erecting any weekend directional off-premises signs for a period of time at the discretion of the zoning administrator, but such time shall not exceed six (6) months.

4. A permit holder who commits a fourth or subsequent offense shall be subject to the penalty provisions of Section 26-272.

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

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

SECTION VI. Effective Date. This ordinance shall be effective from and after *July 21, 2009*, and shall automatically expire on *July 21, 2010*; provided, however, this ordinance may be

DRAFT

amended by County Council to make the regulations herein permanent at any time prior to the expiration hereof.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Master-in-Equity Budget Amendment [**PAGES 137-138**]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$50,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO THE MASTER-IN-EQUITY.

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

SECTION I. That the amount of fifty thousand (\$50,000) be appropriated to the FY 2009-2010 Master-In-Equity. Therefore, the Fiscal Year 2009-2010 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2009 as amended:	\$ 133,794,584
Appropriation of General Fund undesignated fund balance	<u>50,000</u>
Total General Fund Revenue as Amended:	\$ 133,844,584

EXPENDITURES

Expenditures appropriated July 1, 2009 as amended:	\$ 133,794,584
Increase to Master-In-Equity:	<u>50,000</u>
Total General Fund Expenditures as Amended:	\$ 133,844,584

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 _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 7, 2009
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

Request to consider salary adjustments and amendments to existing county policies and procedures for the following elected and appointed positions: **[PAGES 149-159]**

- a) Columbia Magistrate
- b) Treasurer
- c) Board of Voter Registration

Notes

A&F 06/23/2009: The committee divided the question and made the following recommendations:

- a) Columbia Magistrate – The committee recommended that council communicate with the Columbia magistrate regarding the status of the existing appeal.
- b) Treasurer – The committee voted to forward this request to the full council without a recommendation.
- c) Board of Voter Registration – The committee recommended that council authorize a classification and compensation evaluation of the Board of Voter Registration positions, and to consider amending the existing policy to authorize a 2.5% increase with each reappointment.

Council 07/07/09:

- a) Columbia Magistrate – Council deferred this item until the July 21st meeting.
- b) Treasurer – Council authorized the Administrator to procure the services of an HR Specialist to look at the functions of the Treasurer's Office as it relates to the Tax Collector function and compare it to other peer organizations in the State and determine if there needs to be a salary adjustment.
- c) Board of Voter Registration – The committee recommended that council authorize a classification and compensation evaluation of the Board of Voter Registration positions, and to consider amending the existing policy to authorize a 2.5% increase with each reappointment.

Richland County Council Request of Action

Subject: Magistrate, Treasurer, and Voter Registration Salary Questions or Requests

A. Purpose

- Magistrate Hudnell – Amend County Magistrate Pay Plan to enable Magistrate Hudnell to be paid at the same rate as other Richland County Magistrates with the same years of service since appointment, without consideration to education.
- Treasurer David Adams – County Council give consideration to the salary of the Tax Collector and Treasurer in Greenville County and Charleston County to make a decision on whether to increase salary of Richland County Treasurer David Adams.
- Voter Registration Chair Lillian McBride and Voter Registration Board Members – Request from Voter Registration Chair is to review Chair and Board Members positions and bring salary up to fair market value.

B. Background / Discussion

➤ **Magistrate – Clevette Hudnell**

Richland County has adopted a Pay Plan for Magistrates and The State of SC annually publishes a pay schedule for Magistrates. Both the Richland County and the State of SC plan outline minimum salary based on education and tenure as a Magistrate. In order to comply with both the Richland County Magistrate Pay Plan and the State of SC Magistrate Pay Plan, annually Human Resources prepares a chart that includes each Richland County Magistrate, their date appointment as Magistrate, current salary, new pay rate under State of SC Magistrate Pay Plan, and new pay rate under Richland County Magistrate Pay Plan. Human Resources then proposes the higher pay rate of the two plans for each respective Magistrate based on their qualifications in comparison to the respective pay plan. Human Resources sends this list to the Chief Magistrate for review. Upon confirmation from the Chief Magistrate the appropriate pay change actions are processed.

In 1998, Richland County Council took action that “grandfathered” Magistrates hired on or before July 1, 1998. Magistrates appointed after that date would be subject to the greater minimum salary outlined in either the Richland County Pay Plan or subsequently the State of SC Pay Plan. The Richland County Magistrate Pay Plan pays slightly higher in most cases for Magistrates appointed at the same time and the same education degree(s). For example, a Magistrate appointed after July 1, 1998 without a 4 year degree would be paid at a lower pay rate than a Magistrate without a 4 year degree but appointed before July 1, 1998 because of the “grandfathered” language.

Magistrate Hudnell was appointed in 2001 and does not have a 4 year degree, therefore her pay rate is the lower pay schedule under the Richland County Magistrate Pay Plan.

➤ **Treasurer – David Adams**

Richland County has a policy that covers pay for Elected Officials. Part of that policy covers periodic salary surveys, a section covers re-election increases, and another section of the policy references CPI increases. It has been the practice of Richland County for a newly hired Elected Official to get the same salary as the Elected Official that was in office. Because of CPI increases and re-election increases, the salary of an Elected Official who has been in office for many years is likely to be greater than if the Elected Official had not been re-elected.

In accordance with County policy usually every three years, Human Resources will conduct a salary survey for Elected Officials and provide to the County Administrator for submission to the County Council. Usually, only Charleston County, SC and Greenville County, SC are included in the survey of salaries for Elected Officials.

There are not consistent organizational structure standards for all counties in South Carolina. Consequently, some counties have some jobs that other counties don't have, some counties have some functions reporting to different areas in the government, and some counties have some office combined that others don't.

The Treasurer had raised a specific example of the inconsistent structure involving the "Tax Collector" job. In some counties, they have both a "Tax Collector" job and a "Treasurer". Richland County does not have a job titled "Tax Collector". The Treasurer, Mr. Adams, has put forth the point that because Richland County does not have a job of "Tax Collector" he serves both roles as Treasurer and Tax Collector and consequently this should be a consideration in comparing and setting his salary.

➤ **Voter Registration Board Members and Chair – Lillian McBride**

The Board Members and Chair of the Voter Registration Board are appointed by the Richland County Legislative Delegation. Because these positions are appointed by an authority outside of the Richland County Council, personnel in these positions for the purposes of pay increases are treated like other Appointed Officials of Richland County. Annually they receive the CPI increase authorized for Elected and Appointed Officials.

Voter Registration Board Members and Chair jobs are not classified (i.e. unclassified, the County does not have a pay range). This is consistent with all other Elected and Appointed Officials. Salaries for Elected and Appointed Officials are determined by the policy and/or discretion of the County Council. Historically the County has done salary surveys but has not conducted classification studies on the jobs of Elected and Appointed Officials to establish a job classification, pay range, or salary. Unless specified in a County ordinance or by SC State law, Richland County Appointed Officials increases must be authorized by County Council.

Richland County Voter Registration Office is structured unique to all other SC County Voter Registration Offices. The County's research found that all large counties have combined their Voter Registration and Election Commission Office into a single office or department. In addition, we found the structure of their jobs to be different from the "Board Member" and "Chair" jobs in Richland County. The result is that it was not possible to obtain an appropriate job match via survey to establish for wage and salary comparison purposes. Therefore, it is not an "apples to apples" comparison when

looking at Charleston County or Greenville County because they have combined Voter Registration and Election Commission into one department or office. In addition, Human Resources asked the consultant, MGT, to search for a job match in South Carolina and they were not able to locate an appropriate job match either. Consequently, Richland County “Board Member” and “Chair” jobs appear to be a unique hybrid job at least in South Carolina.

Richland County’s unique organizational structure for Voter Registration compared to other counties in South Carolina combined with the fact that the County has not been able to locate comparable job matches in other SC counties has resulted in the situation that now exists.

C. Financial Impact

MAGISTRATE HUDNELL – Approximately \$6,500.00 plus associated benefits annually. This is the difference in what Magistrate Hudnell’s salary compared to a Richland County Magistrate with a 4 year degree or a Richland County Magistrate hired prior to the implementation of the Richland County Magistrate Pay Plan.

TREASURER – The cost of any increase approved by County Council and associated benefits.

VOTER REGISTRATION – Because no specific amount has been requested and/or not amount has been authorized by County Council, it is not possible to determine a cost at this time. The cost of any increase approved by County Council and associated benefits.

D. Alternatives

MAGISTRATE HUDNELL

The options before County Council relating to increase Magistrate Hudnell’s pay rate include:

1. Take no action.
2. Recommend Magistrate Hudnell obtain 4 year degree.
3. Amend the County’s Magistrate Pay Plan.

TREASURER

The options before County Council are:

1. Take no action.
2. Continue to follow County policy and practice.
3. Consider the salary of the Tax Collector and Treasurer when establishing the salary for the Treasurer, as proposed by Mr. Adams.

4. Consider on the salary of the Treasurer from Greenville County and Charleston County when setting the salary for the Treasurer.

VOTER REGISTRATION

The options before Council:

1. Take no action.
2. Amend ordinance to implement a method for Voter Registration Board Members and Chair to get regular salary increases in addition to or instead of CPI.
3. Authorize one time pay increases for Board Members and Chair of Voter Registration.

E. Recommendation

Staff is seeking council's guidance as to whether or not council wishes to amend existing policies to allow for the requested salary adjustments.

Recommended by: J. Milton Pope

Department: Administration

Date: 6/18/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: This is a policy decision for council. Approval of a plan that would have a fiscal impact on the current budget would require the identification of budget dollars.

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: As to the issue related to the Magistrate that matter had previously been formally appealed to County Council pursuant to the SC. Code of Laws. I would recommend that the Council determine the status of that appeal is before there is any action taken to change the Magistrate Pay Plan.

As to the Treasurer, that is a policy decision of Council.

As to the Office of Voter Registration, I have provided a legal opinion to Administration, Human Resources as well as Voter Registration. I will e-mail this opinion to members of the committee under separate cover.

Administration

Reviewed by: J. Milton Pope

Date: 6/18/2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: Staff is seeking council's guidance as to whether or not council wishes to amend existing policies to allow for the requested salary adjustments.

Sec. 2-262. Salaries of certain elected officials.

(a) The following elected officials shall be excluded from the County's pay and classification plan: auditor, clerk of court, coroner, probate judge, sheriff, and treasurer.

(b) The salary of the auditor, clerk of court, coroner, sheriff, and treasurer shall be determined through the County's budget process, and does not include any supplemental appropriations from the state of South Carolina or from any other source.

(c) Each year elected officials listed in (b) above shall receive a pay increase commensurate with the percentage increase of the Consumer Price Index (CPI) over the previous year, which number is distributed to the County from the State Department of Revenue through the South Carolina Association of Counties for budgetary purposes, but not to exceed 4% for that year; provided, however, elected officials' salaries shall be reviewed at the same time that other County positions are reviewed for market comparisons, but in no event longer than three years. If it is determined that an elected official's salary is higher than others surveyed in similar sized counties, the elected official shall not receive a CPI pay increase for the first year following such review. Pay increases, when applicable, shall take effect starting with the first pay period in July.

(d) Upon re-election, the elected officials listed in (a) above, shall receive a 5% pay increase, which shall take effect at the beginning of the new term of office.

(e) A newly elected official, or an individual appointed to fill an existing term of office, shall receive the salary of the previous incumbent, but shall not receive the 5% pay increase that re-elected officials receive.

(Ord. No. 1261-85, § I, 1-8-85; Ord. No. 080-00HR, § I, 12-19-00; Ord. No. 057-05HR, § I, 9-6-05; Ord. No. 028-07HR, § I, 3-20-07)

TREASURER AND TAX COLLECTOR

County	Charleston	Greenville	Richland
Do they have a Treasurer and Tax Collector?	Yes, they have both: Treasurer and Delinquent Tax Collector	Yes, they have both: Treasurer and Manager of Tax Collections	No
Is the Treasurer appointed or elected?	Elected	Elected	Elected
Is the Tax Collector appointed or hired by County Administrator?	Hired by County Administrator	Hired by County Administrator	n/a
Salary of Treasurer (without supplement)	\$67,686	\$78,976	\$63,450
Salary of Tax Collector	\$83,179	\$63,713	n/a
Sources of Information	Maria Rapchick- Chareston County HR www.charlestoncounty.org SC Association of Counties Wage and Salary Report 2009	Stephanie Brown- Greenville County HR www.greenvillecounty.org SC Association of Counties Wage and Salary Report 2009	Richland County HR

South Carolina Association of Counties
ANNUAL WAGE AND SALARY SURVEY REPORT
 Survey Group: 1

Job Title: **GIS TECHNICIAN II**

Job Code: **175**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	2	31,717	44,404	38,060	40%
BERKELEY	37.5	1	26,187	41,890	34,038	59%
FLORENCE	37.5	1	31,824	47,239	39,531	48%
LEXINGTON	40.0	2	36,111	50,555	43,333	39%
RICHLAND	37.5	4	30,398	51,191	40,794	68%
LOWEST REPORTED SALARIES:			26,187	41,890	34,038	
HIGHEST REPORTED SALARIES:			36,111	51,191	43,333	
ARITHMETIC AVERAGE:			31,247	47,055	39,151	50%

Job Title: **GIS TECHNICIAN I**

Job Code: **176**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
ANDERSON	37.5	1	21,916	37,169	29,542	69%
BERKELEY	0.0	2	22,914	36,662	29,788	59%
CHARLESTON	37.5	1			40,768	
GREENVILLE	37.5	1	28,023	44,008	36,015	57%
HORRY	40.0	6	29,065	46,597	37,831	60%
LEXINGTON	40.0	1	29,112	40,757	34,934	40%
PICKENS	37.5	3	28,129	42,193	35,161	49%
RICHLAND	37.5	1	26,330	44,333	35,331	68%
SUMTER	37.5	1	19,509	27,313	23,411	40%
LOWEST REPORTED SALARIES:			19,509	27,313	23,411	
HIGHEST REPORTED SALARIES:			29,112	46,597	40,768	
ARITHMETIC AVERAGE:			25,624	39,879	33,642	55%

Job Title: **COUNTY TREASURER (not including salary supplement)**

Job Code: **210**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	1	58,921	82,490	70,705	40%
ANDERSON	37.5	1	41,050	69,621	55,335	69%
BEAUFORT	40.0	1			61,228	
BERKELEY	40.0	1			56,800	
CHARLESTON	40.0	1			67,686	
FLORENCE	40.0	1			60,758	
GREENVILLE	37.5	1			78,976	
HORRY	40.0	1			76,108	
LEXINGTON	40.0	1			56,512	
PICKENS	37.5	1	52,339	78,509	65,424	50%
RICHLAND	37.5	1			63,450	
SPARTANBURG	37.5	1			75,384	
SUMTER	37.5	1			58,701	
YORK	40.0	1			67,876	
LOWEST REPORTED SALARIES:			41,050	69,621	55,335	
HIGHEST REPORTED SALARIES:			58,921	82,490	78,976	
ARITHMETIC AVERAGE:			50,770	76,873	65,353	53%

South Carolina Association of Counties
ANNUAL WAGE AND SALARY SURVEY REPORT
 Survey Group: 1

Job Title: **TAX CLERK**

Job Code: **215**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	2	21,139	31,711	26,425	50%
ANDERSON	37.5	19	15,397	31,770	23,583	106%
BEAUFORT	40.0	11	23,798	33,317	28,557	39%
BERKELEY	37.5	2	24,005	38,408	31,206	60%
CHARLESTON	37.5	19			30,920	
FLORENCE	37.5	7	22,889	33,837	28,363	47%
GREENVILLE	37.5	6	21,121	33,277	27,199	57%
LEXINGTON	40.0	12	25,613	35,858	30,735	39%
PICKENS	37.5	1	24,094	36,141	30,117	50%
RICHLAND	37.5	6	25,879	38,935	32,407	50%
YORK	40.0	6	24,085	33,720	28,902	40%
LOWEST REPORTED SALARIES:			15,397	31,711	23,583	
HIGHEST REPORTED SALARIES:			25,879	38,935	32,407	
ARITHMETIC AVERAGE:			22,802	34,697	28,946	53%

Job Title: **COUNTY TAX COLLECTOR**

Job Code: **216**

County	Hours	Staff Totals	Pay Range		Actual or Mid-Point	Percent Spread
			Minimum	Maximum		
AIKEN	40.0	1	54,387	76,142	65,264	40%
ANDERSON	37.5	1	23,704	40,203	31,953	69%
BEAUFORT	40.0	1	28,145	39,404	33,774	40%
BERKELEY	37.5	1	52,375	83,799	68,087	59%
CHARLESTON	40.0	1			83,179	
FLORENCE	40.0	1	34,801	51,706	43,253	48%
GREENVILLE	37.5	1	50,455	76,972	63,713	52%
HORRY	40.0	1	40,327	60,492	50,409	50%
LEXINGTON	40.0	1	44,859	62,803	53,831	40%
PICKENS	37.5	1	39,225	58,838	49,031	50%
SPARTANBURG	37.5	1	62,510	100,016	81,263	60%
SUMTER	37.5	1	23,006	32,208	27,607	39%
YORK	40.0	1	45,874	64,224	55,049	40%
LOWEST REPORTED SALARIES:			23,006	32,208	27,607	
HIGHEST REPORTED SALARIES:			62,510	100,016	83,179	
ARITHMETIC AVERAGE:			41,639	62,233	54,339	48%

DIVISION 6. DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES

Cross reference(s)--Medical indigent care program, § [14-41](#) et seq.

Sec. 2-235. Creation; department directors; management of department.

The office of register of mesne conveyances, and the department of elections, voter registration and the detention center are established as departments within the county government.

(Ord. No. 1858-89, § III, 4-4-89; Ord. No. 101-96HR, § I, 12-10-96)

Sec. 2-236. Directors; qualifications; selection; compensation.

The office of the register of mesne conveyances, and the departments of elections, voter registration and the detention center shall be directed by individuals qualified by virtue of their education, training and experience. Compensation for the directors shall be in accordance with the county pay and classification plans as approved in the annual budget(s) by the county council.

(Ord. No. 101-96HR, § I, 12-10-96)

Sec. 2-237. State divisional heads; qualifications; selection; compensation.

The "state units" including the division of social services and the division of health and environmental control shall be directed by individuals qualified, selected, and compensated by the appropriate agency of the state.

Sec. 2-238. Departmental responsibilities; powers; duties.

(a) *Detention center.* The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;
- (4) Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.

Sec. 2-238.1. Register of mesne conveyances.

(a) *Office created, location.* There is hereby created the office of register of mesne conveyances pursuant to Act 453 of S.C. General Assembly 1973, such office to be located in the county courthouse with the clerk of court's office.

(b) *Department director.* A position of register, who shall serve as the departmental director, is hereby established.

(c) *Term of office.* The register shall be appointed by and serve at the pleasure of the county administrator.

(d) *Qualifications; county employee.* The register shall be a person with training and/or experience in responsible office work providing a familiarity with the laws and regulations pertaining to the management of records. The register shall be a member of the county employee classification system and enjoy all the privileges and rights of county employees, with compensation to be determined accordingly.

(e) *Responsibility and duties.* The register shall be responsible and under the direct supervision of the county administrator, for the performance of the duties of this office which include, but are not limited to:

(1) Directing the division of mesne conveyances and supervising its staff and activities;

(2) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security

commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;

(3) Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;

(4) Maintaining a notary public register;

(5) Maintaining an index of cross-index books for all instruments of record logged in the office;

(6) Collecting necessary fees for the recording of records as set by law;

(7) Answering requests and giving assistance to those seeking information from the records of the office;

(8) Preparing a division budget; and

(9) Rebinding books and records.

(f) *Bond.* The register of mesne conveyances shall give to the county a surety bond in the value of twenty-five thousand dollars (\$25,000.00) for the faithful performance of his duties, such bond to be lodged in the office of the state treasurer.

(g) *Deputy.* The register may recommend candidates for appointment as a deputy. Such appointment shall be made by the county administrator and shall be evidenced by a certificate thereof, signed by the administrator.

(h) *Staff and assistants.* Upon recommendation of the register, the county administrator shall employ such staff and assistants as are necessary to the performance of the duties of that office. They shall be subject to the county classification system and their compensation determined accordingly.

(i) *Officers to cooperate.* All officers of the county, whether elected or appointed, and their deputies and assistants, shall cooperate with and assist the register of mesne conveyances in the performance of the duties prescribed in this section.

(Code 1976, §§ 3-3041--3-3048; Ord. No. 1858-89, § III, 4-4-89; Ord. No. 1864-89, § I, 7-1-89; Ord. No. 101-96HR, § I, 12-10-96)

Secs. 2-239--2-246. Reserved.

EMAIL FROM CHAIR OF VOTER REGISTRATION TO COUNTY COUNCIL MEMBERS

From: LILLIAN MCBRIDE
Sent: Wednesday, June 03, 2009 2:06 PM
To: Council Members
Subject: Bd of Voter Registration
Importance: High

Good afternoon, Chairman Paul Livingston and Council Members,

To clarify and put the issue with the Board of Voter Registration in perspective my issues were not of PEP or County Ordinance, but on the fact that the Board of Voter Registration positions were not reviewed but overlooked and not brought up to fair market value in the county last two studies. Please see attachment on original request of ROA.

Lillian A. McBride

Director of Board of Voter Registration

2020 Hampton St Columbia S.C 29202

(803) 576-2240

(803) 576-2249 (fax)

mcbriadel@rcgov.us

COUNTY NAME	2007-2008 REVENUE PER FARMER	2009 POPULATION	2008 MILES 1,000	MAGISTRATES #	MAGISTRATES #	2007-2008 MAGISTRATES		(C)		MAGISTRATE SALARY		(D)		(E)		(F)		(G)		(H)		OFFENSES FORFEITURE
						FULL TIME	PART TIME	PROBATIONARY	AT	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	COMPARISON	
1	ABERDEEN COUNTY	6,800	26,597	511.32	0.30	3.41	0.00	4.00	1.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.10	2.17	2.17	2.17	2.17	2.17	1.25
2	ANKERSON COUNTY	375,946	142,552	1,068.59	5.09	7.37	5.00	4.00	6.00	\$130,312.00	\$46,980.50	\$56,679.52	\$58,697.52	\$62,778.28	\$66,900.40	6.30	6.30	6.30	6.30	6.30	6.30	0.25
3	ALLENDALE COUNTY (1)	7,220	11,211	413.44	0.40	2.76	1.00	1.00	1.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.50	1.58	1.58	1.58	1.58	1.58	0.50
4	ANDERSON COUNTY	382,527	165,290	729.36	5.52	5.04	3.00	1.00	6.00	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	5.40	5.92	5.92	5.92	5.92	5.92	0.00
5	BARBER COUNTY	10,000	16,060	395.38	0.50	2.64	3.00	1.00	1.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.00	1.02	1.02	1.02	1.02	1.02	1.50
6	BARNWELL COUNTY	24,383	23,478	657.80	0.44	3.77	3.00	1.00	3.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	4.40	4.46	4.46	4.46	4.46	4.46	0.75
7	BEAUFORT COUNTY (1)	5,485,001	120,837	651.94	4.32	4.51	5.00	4.00	5.20	\$130,312.00	\$43,980.50	\$46,612.32	\$48,844.34	\$51,728.28	\$55,600.40	4.40	4.46	4.46	4.46	4.46	4.46	1.50
8	BEVERLY COUNTY	468,344	142,821	1,230.07	5.03	8.20	4.00	3.00	6.20	\$130,312.00	\$43,980.50	\$46,612.32	\$48,844.34	\$51,728.28	\$55,600.40	6.00	6.02	6.02	6.02	6.02	6.02	1.00
9	CLAYTON COUNTY (1)	4,108	15,585	326.17	0.24	2.51	0.00	3.00	0.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.20	1.25	1.25	1.25	1.25	1.25	1.00
10	CLAYTON COUNTY (2)	814,124	306,929	1,045.04	11.07	6.57	6.00	13.00	0.20	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	9.00	11.07	11.07	11.07	11.07	11.07	6.00
11	CHEROKEE COUNTY	100,175	52,557	396.85	1.88	2.65	2.00	4.00	3.00	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	2.20	2.26	2.26	2.26	2.26	2.26	0.50
12	CHEROKEE COUNTY	62,289	34,008	505.46	1.22	3.90	2.00	2.00	2.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.00	2.00	2.00	2.00	2.00	2.00	0.25
13	CHERRYBELL COUNTY	48,031	42,298	806.30	1.93	5.36	0.00	7.00	1.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	3.40	3.45	3.45	3.45	3.45	3.45	1.75
14	CHERRYBELL COUNTY	116,831	32,802	666.61	1.91	4.64	1.00	6.00	3.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.80	2.80	2.80	2.80	2.80	2.80	0.00
15	COALTON COUNTY	467,200	38,244	1,007.71	1.37	7.12	1.00	4.00	2.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	4.20	4.24	4.24	4.24	4.24	4.24	2.25
16	DADE COUNTY	65,556	67,344	556.07	2.47	3.77	2.00	3.00	2.20	\$130,312.00	\$43,980.50	\$46,612.32	\$48,844.34	\$51,728.28	\$55,600.40	3.00	3.05	3.05	3.05	3.05	3.05	0.50
17	DALLAS COUNTY	110,200	30,722	408.00	1.31	2.71	1.00	3.00	1.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.80	1.90	1.90	1.90	1.90	1.90	0.25
18	DONNELL COUNTY	131,623	96,419	575.52	3.44	3.59	2.00	6.00	3.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.00	3.04	3.04	3.04	3.04	3.04	0.25
19	EDGEFIELD COUNTY	11,718	24,585	482.68	0.88	3.25	2.00	0.00	2.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.00	2.08	2.08	2.08	2.08	2.08	0.25
20	EDGEFIELD COUNTY	30,037	23,844	709.58	0.54	4.73	1.00	5.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.70	2.79	2.79	2.79	2.79	2.79	0.75
21	FORSYTH COUNTY (2)	865,242	125,281	804.85	4.46	5.37	4.00	6.00	5.20	\$130,312.00	\$43,980.50	\$46,612.32	\$48,844.34	\$51,728.28	\$55,600.40	4.80	4.93	4.93	4.93	4.93	4.93	0.75
22	FORSYTH COUNTY (3)	1,264,242	55,597	875.77	1.59	6.54	6.00	6.00	6.00	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.50	3.52	3.52	3.52	3.52	3.52	0.00
23	GRESHAM COUNTY (3)	2,234,455	319,616	797.87	13.95	5.32	14.00	6.00	15.50	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	9.40	13.95	13.95	13.95	13.95	13.95	0.25
24	GRESHAM COUNTY (4)	143,754	96,271	463.65	2.37	3.06	2.00	1.00	2.20	\$130,312.00	\$43,980.50	\$46,612.32	\$48,844.34	\$51,728.28	\$55,600.40	2.20	2.23	2.23	2.23	2.23	2.23	0.50
25	HAMPTON COUNTY	33,023	31,395	463.40	0.78	3.25	2.00	1.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.20	1.26	1.26	1.26	1.26	1.26	0.25
26	HAMPTON COUNTY (1)	14,286,426	196,029	1,146.24	7.02	7.59	9.00	0.00	8.00	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	7.30	7.33	7.33	7.33	7.33	7.33	2.50
27	HAMPTON COUNTY	212,028	20,678	671.08	0.78	4.48	2.00	1.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.00	2.01	2.01	2.01	2.01	2.01	0.50
28	HAMPTON COUNTY	110,672	52,687	728.77	1.88	4.05	2.00	3.00	2.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.40	3.40	3.40	3.40	3.40	3.40	0.75
29	HAMPTON COUNTY	44,315	61,351	658.05	2.46	4.51	2.00	3.00	2.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.60	3.65	3.65	3.65	3.65	3.65	1.00
30	HAMPTON COUNTY	96,861	69,887	721.06	2.46	4.51	2.00	3.00	2.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.60	3.65	3.65	3.65	3.65	3.65	1.00
31	HAMPTON COUNTY	13,384	20,119	410.95	0.72	2.74	1.00	4.00	2.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.20	1.23	1.23	1.23	1.23	1.23	0.25
32	HAMPTON COUNTY (2)	818,200	216,914	121.23	7.21	5.02	8.00	0.00	8.00	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	6.30	7.21	7.21	7.21	7.21	7.21	0.75
33	HAMPTON COUNTY	24,654	36,468	403.41	1.77	3.25	2.00	1.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.20	1.26	1.26	1.26	1.26	1.26	0.25
34	HAMILTON COUNTY	28,058	28,618	465.30	1.01	3.23	1.00	3.00	1.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.20	1.23	1.23	1.23	1.23	1.23	0.50
35	HAMILTON COUNTY (1)	36,244	5,926	563.31	0.38	2.62	1.00	2.00	1.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.40	1.49	1.49	1.49	1.49	1.49	0.25
36	HAMILTON COUNTY	82,400	36,306	641.62	1.26	4.32	2.00	3.00	2.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	2.80	2.80	2.80	2.80	2.80	2.80	0.25
37	HAMILTON COUNTY	125,357	66,215	690.03	2.30	4.54	3.00	6.00	3.00	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.40	3.45	3.45	3.45	3.45	3.45	1.50
38	HAMILTON COUNTY	626,860	91,592	1,125.76	3.77	7.51	3.00	6.00	5.00	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	5.30	5.30	5.30	5.30	5.30	5.30	1.50
39	HAMILTON COUNTY	246,122	110,257	595.75	3.49	3.57	4.00	0.00	4.00	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	3.60	3.65	3.65	3.65	3.65	3.65	0.00
40	HAMILTON COUNTY (1)	2,061,293	320,677	721.38	11.42	5.14	12.00	1.00	12.20	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	8.30	11.42	11.42	11.42	11.42	11.42	1.25
41	HAMILTON COUNTY (2)	8,238	15,811	461.57	0.94	3.08	2.00	0.00	2.00	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	1.80	1.85	1.85	1.85	1.85	1.85	0.25
42	HAMILTON COUNTY (3)	689,681	253,251	814.30	6.95	8.46	6.00	30.00	6.00	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	7.20	8.08	8.08	8.08	8.08	8.08	0.25
43	HAMILTON COUNTY	226,606	104,686	685.45	3.74	4.52	4.00	2.00	4.20	\$130,312.00	\$46,980.50	\$49,612.32	\$51,445.60	\$54,329.52	\$58,201.60	4.30	4.34	4.34	4.34	4.34	4.34	0.25
44	HAMILTON COUNTY	20,242	25,931	516.42	1.07	3.44	1.00	3.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	2.20	2.25	2.25	2.25	2.25	2.25	0.25
45	HAMILTON COUNTY	10,244	37,217	624.14	1.33	6.23	1.00	7.00	2.20	\$130,312.00	\$34,306.50	\$36,487.36	\$38,167.52	\$41,048.28	\$45,000.20	3.70	3.78	3.78	3.78	3.78	3.78	1.25
46	HAMILTON COUNTY	597,245	164,614	665.78	5.88	4.64	6.00	6.00	6.30	\$130,312.00	\$53,753.70	\$57,237.28	\$59,070.56	\$62,500.44	\$67,161.60	5.30	5.88	5.88	5.88	5.88	5.88	0.50

47 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
48 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
49 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
50 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
51 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
52 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
53 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000
54 (1) SEE CODE SEC. 123-2-10 FOR MAXIMUM NUMBER OF MAGISTRATES BY COUNTY POPULATION & LESS THAN 15,000</

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 7/1/1998	Page: 1 of 3
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

POLICY:

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:

1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.

1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.

2. SCALE A

2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty two percent (42%) of the a circuit court judge for South Carolina.

2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid forty eight percent (48%) of a circuit court judge for South Carolina.

2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty one percent (51%) of a circuit court judge for South Carolina;

2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid fifty four percent (54%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 7/1/1998	Page: 2 of 3
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty percent (60%) of the rate of salary of circuit judge of the state.

3. SCALE B

3.1. Upon initial appointment the magistrate shall be paid at the state base rate.

3.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

3.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

3.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

3.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

3.6. Upon the tenth (10th) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.

3.7. Upon the twelfth (12th) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.

4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 7/1/1998	Page: 3 of 3
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.

9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

	Richland County	Charleston County	Lexington County	Greenville County	Mecklenburg County, NC
Department Budget	\$657,023	\$1,491,674	\$395,112	\$602,078	\$4,235,843
Personnel Budget	\$334,993	\$827,735	\$254,442	\$532,039	\$1,896,593
Number of Employees	9	15	13	1241	
Voters Registration & Election Commission Structure	Separate	Combined	Combined	Combined	Combined
County Population (2006 est)	348,226	331,917	240,160	417,166	827,445
Budget to Population Ratio	1.88	4.49	1.64	1.65	5.11

Charleston County Pay Structure	
Executive Director	\$69,992 - \$105,892
Administrative Coordinator	\$32,281 - \$48,734
Provost Coordinator	\$32,281 - \$48,734
Voter Service Coordinator	\$38,929 - \$57,907
Voter Services Representative	\$27,144 - \$41,017

Greenville County Pay Structure	
Manager, Reg & Election	\$50,456 - \$76,972
Administrative Assistant	\$28,023 - \$44,009
Administrative Support Specialist	\$22,846 - \$38,269
Service Representative	\$21,121 - \$33,277

Richland County	
Chair	\$27,317 - \$51,001
Board Member	\$20,220 - \$34,057
Motor Vehicle Clerk	\$21,044 - \$33,671
Voter Registration Clerk	\$21,044 - \$33,671

Lexington County	
Director of Reg & Elections	\$46,009 - \$65,253
Reg & Elections Mng	\$34,361 - \$48,106
Reg & Elections Deputy Reg	\$29,112 - \$40,757
Clerk Typist II/Voter Reg	\$25,613 - \$35,838
PT Clerical Assistant	\$25,613 - \$35,838
Clerk I/PT	\$23,863 - \$33,408

Title 7 Chapter 5 Section 10 (7-5-10)

Appointment and removal of members of boards of registration.

Between the first day of January and the fifteenth day of March in every even-numbered year the Governor shall appoint, by and with the advice and consent of the Senate, not less than three nor more than five competent and discreet persons in each county, who are qualified electors of that county and who must be known as the board of registration of _____ County. The Governor shall notify the State Election Commission in writing of the appointments. The members appointed are subject to removal by the Governor for incapacity, misconduct, or neglect of duty.

HISTORY:

1988 Act No. 422, Section 1, eff March 28, 1988.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; DIVISION 6, DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES; SECTION 2-236; SO AS TO ADD LANGUAGE RELATING TO THE SALARY OF THE DEPARTMENT OF VOTER REGISTRATION .

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

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 6, Detention, Elections, Voter Registration and Register of Mesne Conveyances; Section 2-236, Directors; qualifications; selection; compensation; is hereby amended to read as follows:

The office of the register of mesne conveyances, and the departments of elections, voter registration and the detention center shall be directed by individuals qualified by virtue of their education, training and experience. Compensation for the directors, except the department of voter registration, shall be in accordance with the county pay and classification plans as approved in the annual budget(s) by the county council.

The chair of the board of voter registration and all other appointed employees of the department of voter registration shall be excluded from the County's pay and classification plan. The salaries of the chair and other appointees shall be determined through the County's budget process. Each year the chair and appointees shall receive a pay increase commensurate with the percentage increase of the Consumer Price Index (CPI) over the previous year, which number is distributed to the County from the State Department of Revenue through the South Carolina Association of Counties for budgetary purposes, but not to exceed 4% for that year; provided, however, these salaries shall be reviewed at the same time that other County positions are reviewed for market comparisons, but in no event longer than three years. If it is determined that the salary is higher than others surveyed in similar sized counties, the chair or appointee shall not receive a CPI pay increase for the first year following such review. Pay increases, when applicable, shall take effect starting with the first pay period in July. Upon re-appointment, the chair or appointee shall receive a 2.5% pay increase, which shall take effect at the beginning of the new term of office.

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 _____ 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:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

Purchase offer for property owned by Richland County [RECOMMENDATION TO DENY]

Notes

A&F 06/23/2009:The committee recommended that council deny the offer to purchase county-owned property. The vote in favor was unanimous.

Council 07/0709: Council deferred this item.

Richland County Council Request of Action

Subject

Employee Grievance Committee-1

Richland County Council Request of Action

Subject

Internal Audit Committee-1

Richland County Council Request of Action

Subject

Board of Assessment Appeals-1 [No applications were received]

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-1 [No applications were received]

Richland County Council Request of Action

Subject

Community Relations Council-1 [No applications were received]

Richland County Council Request of Action

Subject

East Richland Public Service Commission-1 [PAGES 167-168]

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

Applicant must reside in Richland County.

Name: John H. Hudgens, II

Home Address: 221 Beaver Dam Road

Telephone: (home) 803-736-3828 (work) _____

Office Address: _____

Email Address: _____

Educational Background: U.S.C. Doctorate in Education Administration

Professional Background: Public School Administrator and College President

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

Name of Committee in which interested: East Richland Public Service District

Reason for interest: Having served on the Commission in the past, I have good knowledge of the needs and concerns of the District.

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

- 1) Administrative experience, 2) Knowledge of the working of the District, and 3) Willingness to Serve.

Presently serve on any County Board/Commission/Committee?

Any other information you wish to give? _____

Recommended by Council Member(s): Val Hutchinson, L. Gregory Pearce, Jr. and Gwendolyn D. Kennedy

Hours willing to commit each month: Hours needed

CONFLICT OF INTEREST POLICY

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

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

1

RECEIVED
09 JUN 24 PM 4:18
RICHLAND COUNTY
ADMINISTRATORS OFFICE

Item# 29

Attachment number 1
Page 1 of 2

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

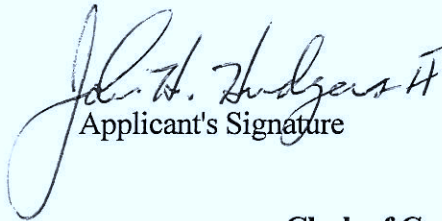
Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council,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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe:


Applicant's Signature

Date 6-10-09

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Date Received:	Staff Use Only
	Received by:
Date Sent to Council:	
Status of Application:	Q Approved Q Denied Q On file

Richland County Council Request of Action

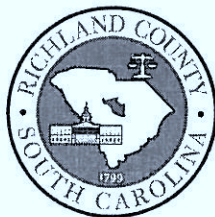
Subject

Internal Audit Committee-1

Richland County Council Request of Action

Subject

Planning Commission-1 [PAGES 171-206]



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

Applicant must reside in Richland County.

Name: **Gary J. Atkinson**

Home Address: **109 Pebble Creek Road, Chapin, SC 29036 Richland County Dist 1**

Telephone: (home) **(803) 345-5306 or (803) 345-7789** (cell) **(828) 280-6670**

Office Address: **Same**

Email Address: **gary.atkinson@volvo.com**

Educational Background: **AAS & BS, Milwaukee School of Engineering, 1974**

Professional Background: **Employed by Volvo Construction Equipment, Asheville, NC (28 yrs.)**

Male **X**

Age: **58 yrs.**

Name of Committee in which interested: **Planning Commission**

Reason for interest: **I am a 23 year resident of Richland County and am interested in the organized and planned growth of the county. I am currently serving with the Conservation Commission and would prefer to get more directly involved with establishing the growth plans for the county.**

Your characteristics/qualifications, which would be an asset to the Commission:

I have a wide range of experience in construction and development projects but am also conservation-minded. I am a longtime resident of Richland County and have much hands-on experience in most areas of the county as a volunteer senior reserve deputy with Richland County Sheriff's Department (5+ yrs). I also travel extensively in the Southeast and have much experience with development projects and techniques throughout the region.

Presently serve on: **Richland County Conservation Commission (3+ yrs.)**

Recommended by Council Member(s): **Bill Malinowski & Kit Smith**

Hours willing to commit each month: **Approximately twenty (20) hours or more as required.**

CONFLICT OF INTEREST POLICY

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

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

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


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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

No **X**

If so, describe: *I have no business, financial or personal interest that would conflict with the activities of the Richland County Planning Commission.*

 _____ JUNE 22, 2009
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Shirley R. Belton Dist. 9

Home Address: 72 Inway Drive Columbia, SC 29223

Telephone: (home) 803-788-4889 (work) 803-898-5688

Office Address: 301 Gervais Street, Columbia, SC 29201

Educational Background: B.S. Degree in Business Adm.

Professional Background: Worked 27 yrs at Comptroller Generals Office

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

Dept. of Revenue
3 yrs 9 mo.

Name of Committee in which interested: Planning, Zoning, etc.

Reason for interest: I've been working with county officials in all 46 counties and have always been interested in how districts lines and neighborhood planning comes into play.

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

Knowledgeable about county govt. Worked closely with Auditors, Treasurers & Tax collectors, and also Assessors from counties.

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? I get along with all kinds of people

Recommended by Council Member(s): with different backgrounds in public and private sectors.

Hours willing to commit each month: as often as needed.

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No

If so, describe: _____

A. H. Kelley Bell
Applicant's Signature

6-17-09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: C. David Tuttle Dist 9
Home Address: 115 LAKE CAROLINA Blvd.
Telephone: (home) 803 518-1598 (work) 803 461-0902
Office Address: 300 Long Pointe Lane, Suite 200 Columbia, SC 29229
Educational Background: B.S. USC School of Business (Real Estate)
Professional Background:

Male [x] Female [] Age: 18-25 [] 26-50 [x] Over 50 []

Name of Committee in which interested: Planning Commission

Reason for interest: I would like to see Richland County grow responsibly. Having spent most of my life here, I think it is important for the county

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I have spent my adult life as a real estate sales agent, a home builder, a developer and a business owner. I bring a varied perspective

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s): Val Hutchinson, Kelvin Washington

Hours willing to commit each month: As Needed

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: I AM President of LAKE CARDINAL AND Vice president of Impired Communities; both Real estate Development Companies.


Applicant's Signature

6/2/09
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Howard J. van Dijk Dist 9
Home Address: 110 Belle Grove Circle Columbia SC 29229
Telephone: (home) 803-788-9559 (work) 803-865-1216 ext 128
Office Address: 900 Clemson Rd, Po Box 102406, Columbia SC 29224
Educational Background: Agriculture, Science, Emergency Preparedness
Professional Background: County Extension Agent - Animal Scientist
Male [x] Female [] Age: 18-25 [] 26-50 [] Over 50 [x]
Name of Committee in which interested: Planning Commission
Reason for interest: Interested in helping to plan and coordinate the use of County Resources and Needs, growth and development.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: As an Extension Agent for 22 years I have heard many ideas from citizens across the counties, both economic growth and resource conservation.
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give?
Recommended by Council Member(s): Val Hutchinson
Hours willing to commit each month: 5-10 or as required / I am retiring.

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No No

If so, describe: _____

Heward Juan Dijk
Applicant's Signature

8/17/09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.
Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: David C. Wylie Dist 1
Home Address: 213 Lake Front Drive, Columbia, SC 29212
Telephone: (home) 803-407-9899 (work) 803-936-4267
Office Address: 724 Knox Abbott Drive, Cayce, SC 29033
Educational Background: 1973 grad Clemson University, B.A. Political Science; 1969 Chester (SC) High
Professional Background: Since 1981, Farm Bureau Insurance - Products, Underwriting, Agency positions over
Male [x] Female [] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: Planning Commission
Reason for interest: Local government has always interested me. An opportunity to serve and hopefully influence orderly growth of land is appealing. Interested in land use due to property ownership and property insurance background.
Your characteristics/qualifications, which would be an asset to Committee/Board/Commission:

Knowledge of local and state government law-making gained from lobbying activities at state House for employer for 12 years; Knowledge of home, farm and business insurance

Presently serve on any County Board/Commission/Committee? NO
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: 8-10 hours monthly

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No _____

If so, describe: _____

David M. Mc
Applicant's Signature

22 June 2009
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: THOMAS A. BOLAND, SR. (Tom) Dist 2
Home Address: 411 BALLY BUNION LANE COLUMBIA, SC 29229
Telephone: (home) (803) 788-7736 (work) (803) 898-9501
Office Address: 3150 HARDEN ST.

Educational Background: BA, MA, LAW DEGREE
Professional Background: STATE ATTORNEY, FORMER URBAN PLANNER

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]

Name of Committee in which interested: PLANNING

Reason for interest: I have BA & MA Degree in Government, work experience in local government

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: Extensive leadership experience, governmental and administrative work and legal experience, dedicated worker.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: as many as necessary - will be retired as of 30 AUG 09 and will have time to devote to duties of the position.

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

Thomas A. Balch, Jr. 6-19-09
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

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

Colonel Thomas A. Boland, Sr.
United States Army Reserve (Ret.)
411 Bally Bunion Lane
Columbia, SC 29229

Telephone (803)788-7736

colusar1@hotmail.com

June 19, 2009

Richland County Planning Commission
% Ms. Suzie Haynes
2020 Hampton Street
Columbia, SC 29202

RE: Application to serve on Planning Commission

Dear Ms. Haynes:

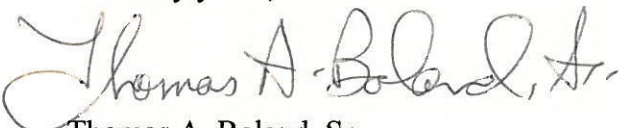
Attached is a copy of my resume for consideration to serve on the Planning Commission panel.

I have extensive governmental, legal and practical work experience in the areas of planning and zoning issues that may come before the county planning commission. I am willing to volunteer my time and efforts to serve in this public service position.

I am currently employed as a State Attorney with the South Carolina Department of Social Services. However, I am in the TERI Retirement Program and will be retiring at the end of August 2009 from employment with the State of South Carolina.

Thank you for your assistance in having my application considered. Please let me know if you require any additional information.

Sincerely yours,



Thomas A. Boland, Sr.

**Resume of
Thomas A. Boland, Sr.**

Office: South Carolina Department of Social Services
Child Support Enforcement, Columbia II
Post Office Box 1270
Columbia, South Carolina 29201

Telephone Numbers: Office - (803) 898-9501
Home - (803) 788-7736
Fax - (803) 898-9465
Cell- (803) 210-5510

EMPLOYMENT

Legal

- 6-95/Present **South Carolina Department of Social Services, SCDSS, Columbia & Florence, South Carolina:**
Served as Staff Attorney, Assistant General Counsel and Deputy General Counsel in the State Office in Columbia, South Carolina. Represented the South Carolina Department of Social Services in prosecution of child abuse and neglect cases, termination of parental rights, adoptions and license revocation actions. Defended the State Agency in civil actions, advised the State Agency Director and Department heads in matters related to the areas of personnel, employment and contract law and other legal matters. Transferred to the SCDSS Child Support Enforcement Division in July 1997 to serve as Region IV State Attorney. Represent the State Agency in Child Support Enforcement actions. Transferred back to Columbia II office May 2004 to represent State in Richland County CSE cases. Admitted to practice in the United States Supreme Court, United States 4th Circuit Court of Appeals, United States District Courts for South Carolina, United States Court of Military Appeals, Supreme Court of South Carolina, and all other State courts. Certified Circuit Court Civil Mediator. Attended the National Institute of Trial Advocacy.
- 10-92/06-95 **General Practice of Law, Conway, South Carolina:**
Private practice of law in the areas of governmental and administrative law, to include representing clients before the planning commission and the zoning board of adjustment. Also practiced in the areas of personal injury, criminal defense, real estate, domestic relations and debt collection. Performed all title searches and certifications for Phase I of the Conway By-pass/ Veterans Highway construction project developed by the SC Department of Transportation.
- 01-90/10-92 **County Attorney, Horry County, A Body Politic, Conway, South Carolina:**
Full-time legal counsel for Horry County, South Carolina (home of Myrtle Beach, SC). Advised the county council, county administrator, department heads and other county elected officials (Treasurer, Auditor, Probate Judge and Clerk of Court) in legal matters related to the operation of County Government and represented the County in all legal actions filed by or against county government.
- 05-79/01-90 **General Practice of Law, Orangeburg, South Carolina:**
Private practice of law in areas of domestic relations, personal injury, workmen's compensation, criminal defense, social security, and real estate. Served as the Public Defender for Orangeburg County.
- 09-88/07-89 **Wells American Corporation, Columbia, South Carolina:**
Corporate Counsel for a computer manufacturer. The company had 125 employees and sales of over \$8 Million. I advised the Chairman, the President and other Corporate Officers on matters related to Copyrights, Trademarks, personnel, labor, OSHA and contract law.

Other Professional

- 03-74/08-76 **Tri-County Commission of Alcohol and Drug Abuse; Orangeburg, South Carolina:**
Executive Director of three-county program. The program included a medical detoxification center, a halfway house, an Alcohol Safety Action Program, counseling, and court intervention programs. Developed budgets, grant applications and supervised a staff of over 30.
- 01-73/03-74 **Lower Savannah Regional Planning and Development Council; Aiken, South Carolina:**
Community Planner. Developed plans for land use, transportation, historic preservation, recreation, capital improvement budgets, land use, zoning and subdivision regulations.
- 09-70/08-71 **Augusta-Richmond County Planning, Commission; Augusta, Georgia:**
Community Planner, developed plans for land use, recreation, housing codes, zoning ordinances, subdivision regulations and transportation planning.

Teaching

Visiting/Adjunct Professor:

University of South Carolina, Salkehatchie Campus, taught graduate level course in State and Local Government.

South Carolina State College, Orangeburg, South Carolina; taught under graduate level course in State and Local Government.

Orangeburg-Calhoun Technical College, Orangeburg, South Carolina; taught course in Criminal Law.

Limestone College, Gaffney, South Carolina (Orangeburg Campus); taught course in Business Law.

EDUCATION

University of South Carolina School of Law, Columbia, South Carolina; Juris Doctor, Dec. 1978.

California State University, Sacramento, California; Master's Degree in Government, Jan. 1974.

Sacramento State College, Sacramento, California; Bachelor's Degree in Government, Aug. 1970.

Orange Coast Junior College, Costa Mesa, Calif., Associate Degree-Social Science, June, 1969.

MILITARY

United States Marine Corps, Non-Commissioned Officer- served in Vietnam- Honorable Discharge

United States Army Reserve, Colonel (Top Secret Clearance-SCI) Retired 1Jan. 03

Military Schools

Infantry Officer's Basic Course, 8-78; Infantry Officer's Advanced Course, 2-81; Judge Advocate General's Basic Course, 7-81; Emergency Preparedness Course, 8-81; Adjutant General's Personnel Administration Advance Course, 4-83; NBC Basic Defense Course, 9-83; Battalion Training Management System (BTMS) 1984; Civil Affairs Officer's Advanced Course (Distinguished Graduate) 4-87; Command and General Staff College, 3-88; Airborne School, 10-99.

Served in the following capacities:

Asst. Co. Cdr., B-8-2 (BT), Ft Jackson, SC, 6-79/8-79; Co. Cdr. (OS), 175th Maint. Co.(DS), Ft Jackson, SC, 12-78/11-80; MOBDES, Emergency Preparedness Agency, Orangeburg, SC, 8-80/12-81; Co. Cdr., (OS), 460th Repl. Det.(REG), Florence, SC, 12-81/11-83; Co. Cdr., HHQ Co., 360th CA BDE, Columbia, SC, 12-83/9-85; Project Officer, Grenada School Revitalization Project, Grenada, W.I.; Asst. Labor Relations Officer, 360th CA BDE, 9-85/4-86; Asst. Public Welfare Officer, 360th CA BDE, 4-86/9-92; "Operation Desert Shield/Storm", 12-90/3-91(Operations Officer XVIII ABN Corps, 12-90/1-91 & S-5, 503d MP BN (ABN), 1-91/3-91); Public Welfare Officer 360th CA BDE, 9-92/9-93; Chief, Tactical Planning Team-B, 9-93/9-94; "Operation Uphold Democracy"-Haiti, (S-5, 16th MP BDE (ABN), 9-94/12-94; Executive Officer, Tactical Planning Teams Detachment, 1-96/6-96; Chief/Cdr., 450th Civil Affairs Battalion (ABN) (-), "Operation Joint Endeavor", Bosnia, 6-96/1-97 (G-5, 1UK ARMD DIV); Chief Tactical Planning Team, 360th CA BDE, 1-97/5-98; Chief, Special Operation Command Central, Operations Planning Team (SOCCENT OPT), 352d Civil Affairs Command, Riverdale, MD, 5-98/1-00; Chief, Civil-Military Operations Center Team.,360th Civil Affairs Bde.,1-00/09-00; Commander, Corps Support Detachment, 360th Civil Affairs Bde., 09-00/10-02; Deputy Commander, 360th Civil Affairs Bde., 10-02/01-03.

Military Medals/Decorations/Citations:

Legion of Merit*Bronze Star Medal * Defense Meritorious Service Medal * Meritorious Service Medal (1 OLC) * Army Commendation Medal (3OLC) * Joint Services Achievement Medal * Army Achievement Medal (3OLC) * Republic of Vietnam Campaign Ribbon * Humanitarian Service Medal (1 OLC)* Army Reserve Component Overseas Training Ribbon (4)* National Defense Medal (2 BSS) *Army Service Ribbon * Good Conduct Medal (USMC) *Army Reserve Component Achievement Medal (40LC) * Vietnam Service Medal * Overseas Service Ribbon * Southwest Asia Campaign Ribbon (Desert Storm) * Armed Forces Reserve Medal (M Device, 3, HG) * Kuwait Liberation Ribbon (SA) * Kuwait Government Liberation Ribbon * NATO Medal * Joint Meritorious Unit Award * Republic of Vietnam Gallantry Cross * Republic of Vietnam Civic Action Ribbon * Presidential Unit Citation (USMC)* Armed Forces Expeditionary Medal (1BSS) * Armed Forces Service Medal * Vietnam Presidential Unit Citation * Military Outstanding Volunteer Service Medal* Parachutist Badge*

CIVIC AND COMMUNITY LEADERSHIP EXPERIENCE

Past/Present

City Councilman, Orangeburg, South Carolina; House of Delegates, South Carolina Bar; Ethics Advisory Committee, South Carolina Bar; President, Orangeburg County Bar Association; Chairman, Penal Modernization Committee, South Carolina Bar Association; Vice President, Public Defenders Association of South Carolina; Treasurer, SC Association of County Attorneys; Treasurer, Horry County Bar Association; Chairman, Board of Directors, Orangeburg-Calhoun Law Enforcement Commission; President, Public Defender Corporation of Orangeburg County; Commander, American Legion Post 4; President, Orangeburg County Historical Society; Board of Directors, Orangeburg Attention Home for Boys and Girls; Kiwanis Club; Marine Corps League.

HOME ADDRESS

Thomas A. Boland, Sr.
411 Bally Bunion Lane
Columbia, SC 29229
(803) 788-7736
colusar1@hotmail.com



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Roy BULLINGER Dist. 9

Home Address: 104 HARWELL DR

Telephone: (home) 803 865 7979 (work) 803 238 6830 CELL

Office Address: (SAME)

Educational Background: BS BA, SEMI UNIVERSITY, NORTHWESTERN, M.M. KELLOGG SCHOOL OF BUSINESS,

Professional Background: 70-2001 CORP EXECUTIVE // 2003-PRESENT SMALL BUSINESS OWNER

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

Name of Committee in which interested: PLANNING PANEL

Reason for interest: I SEE THE NEED FOR GOOD PLANNING AS A RESIDENT AND SMALL BUSINESS OWNER

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: BROAD BUSINESS BACKGROUND

Presently serve on any County Board/Commission/Committee? FORMER WILDEWOOD V HOME OWNERS BOARD

Any other information you wish to give? CAN PROVIDE COMPREHENSIVE RESUME

Recommended by Council Member(s): _____

Hours willing to commit each month: 4-8

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: TOWN A SMALL BUSINESS ON TWO NOTCH
IN SPRING VALLEY

[Signature]
Applicant's Signature

6/23/09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



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

Name: Susan Cutter Dist. 8
Home Address: 216 Northlake Road
Telephone: (home) 699 7907 (work) 777-1590
Office Address: USC - Dept of Geography
Educational Background: Ph.D.
Professional Background: USC faculty since 1993 - geographer
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Commission
Reason for interest: thought my skill set might be useful to the county as they try to maintain the quality of life for the residents.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:
Understand GIS, and the dynamics of land use and growth, general interest in improving quality of life
Presently serve on any County Board/Commission/Committee? NO
Any other information you wish to give? NO
Recommended by Council Member(s): NO
Hours willing to commit each month: 10+

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe: _____

 Susan Putter
Applicant's Signature

 6-22-09
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each committee on which you wish to serve.

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



PLEASE NOTE:
I will be out of state
from 6/22 through 7/6/09.
Ref

APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Richard E. Foster Dist 9

Home Address: 124 Wood Fox Dr.

Telephone: (home) 803 865 0206 (work) Ret.

Office Address: N/A

Educational Background: BS/MA in Economic Geography - Ohio State Univ.

Professional Background: SEE bottom of page *

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

Name of Committee in which interested: PLANNING

Reason for interest: THE AREA IS CONSISTANT WITH MY ACADEMIC BACKGROUND,
15 YEARS OF THE SUBJECT MATTER, AND PRIOR WORK EXPERIENCE.

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

QUALIFIED AS ABOVE & MAKE NOTHING LESS THAN A 100% COMMITMENT TO ANY TASK I TAKE ON!

Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give? _____

Recommended by Council Member(s): REQUESTION FROM COUNCILWOMAN HADLUNSDU.

Hours willing to commit each month: ALL REGULAR AND SPECIAL MEETINGS. THE TIME NECESSARY TO RESEARCH AREAS OF INTEREST.

CONFLICT OF INTEREST POLICY

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* FACULTY OF OHIO STATE UNIVERSITY TEACHING GRADUATE LEVEL CLASSES IN URBAN AND TRANSPORTATION GEOGRAPHY. THIS WAS FOLLOWED BY 1 1/2 YEARS AS A SENIOR PLANNER FOR THE STATE OF INDIANA PRIOR TO ENTERING PRIVATE SECTOR EMPLOYMENT.

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

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Applicant's Signature

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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Applications are current for one year.

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

19 Jun5 2009

Councilwoman Val Hutchinson,

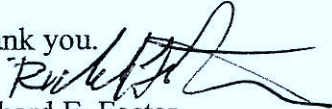
Attached is the application I've submitted for the volunteer position that the Council is seeking to fill on the planning commission. My academic background and a period of public sector employment as a Senior Planner for the State of Indiana suggests that I would not be completely misplaced in a volunteer role.

In the section of the application that calls for referral of Council Member I have entered your name. Your support this application would be welcome.

In the event that fellow Council members have not been asked to support a particular applicant, please share my interest and background with them.

I will be in Seattle from 22 June until 6 July.

Thank you.



Richard E. Foster
124 Wood Fox Dr
Elgin, SC 2904



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

Name: LISA GIESKES Dist 3
Home Address: 2118 WINSOR HILLS DR., COLUMBIA, SC 29204
Telephone: (home) (803) 479-5826 (work) _____
Office Address: CA JOHNSON PREPARATORY ACADEMY - RCSD 1
Educational Background: B.S., M.L.I.S.
Professional Background: LIBRARIAN
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: PLANNING COMMISSION
Reason for interest: I CARE ABOUT THE QUALITY OF LIFE IN THE COUNTY.

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:
HIGHLY EDUCATED, MOTIVATED, HARD-WORKING, TEAM PLAYER -
TRAINED IN GIS MAPPING, PAST EXPERIENCE WITH TRANSPORTATION PLANNING.
Presently serve on any County Board/Commission/Committee? NO
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: 10-20

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓ _____

If so, describe: _____

W.M. Greider
Applicant's Signature

6/3/09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Clifton Hicks Dist 2
Home Address: 127 Broadmoor Rd. Blythewood, S.C. 29016
Telephone: (home) (803) 691-2209 (work) (803) 237-9236
Office Address: Same as home address
Educational Background: B.S. Political Science Presbyterian College 1998
Professional Background: 10 years of Sales and Marketing
Male [x] Female [] Age: 18-25 [] 26-50 [x] Over 50 []
Name of Committee in which interested: Planning Commission
Reason for interest: I see volunteering as an essential life experience and I would like to represent my community.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: I have a well rounded educational and professional experience that promotes leadership in a team environment.
Presently serve on any County Board/Commission/Committee? NA
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: At least 10 hours

CONFLICT OF INTEREST POLICY

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

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No _____

If so, describe: _____

[Handwritten Signature]
Applicant's Signature

6-22-2009
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Nancy Kaufman Dist 2
Home Address: 404 Holly Ridge Lane, Columbia, SC 29229
Telephone: (home) 419-8183 (work) 419-8183
Office Address: Same
Educational Background: Ph.D.
Professional Background: Arbitrator, Mediator, retired university faculty, tenured
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning
Reason for interest: I would like to provide some service to the community
I've enjoyed for the past 10 years.
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:
My teaching, presenting, writing, and mediation skills may be
useful to the committee.
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give? full resume attached
Recommended by Council Member(s): _____
Hours willing to commit each month: to be discussed

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Nancy Kauff
Applicant's Signature

6/17/09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Nancy L. Kauffman, Ph.D.

Arbitrator, Mediator

Dispute Resolution Services, LLC

404 Holly Ridge Lane, Columbia, SC 29229

Telephone: 803/419-8183; FAX: 803/419-8184; e-mail: nancy.kauffman@naarb.org

ARBITRATOR, MEDIATOR since 1989. Full-time since 7/99.

EDUCATION: Ph.D., University of North Texas, Denton, TX (1989); Personnel and Industrial Relations

ACADEMIC EXPERIENCE: Associate Professor, The University of North Carolina, Asheville, 7/88 -6/99; tenured (8/95). Courses: Human Resource Management I and II, Employment and Labor Law, Legal and Ethical Environment of Management, Wage and Compensation, Conflict Resolution (including mediation skills).

PROFESSIONAL EXPERIENCE:

Sixteen years as a Personnel professional in service industries and public employment, including seven years in equal employment opportunity for a university, including mediation. Experience includes computer application of human resource management. Also see Mediation appointments, below.

PROFESSIONAL ASSOCIATIONS (Selected):

American Bar Association, Dispute Resolution Associate (1995-1999), Labor arbitration subcommittee vice-chair (1996-97)

Association for Conflict Resolution (previously SPIDR) national member; charter member of South Carolina ACR (2007) and board member since 2008.

Industrial Relations Research Association (IRRA) national member; South Atlantic Chapter, IRRA, president 1994-96

National Academy of Arbitrators (NAA) member, October 2004 -; History Chair May 2005 - 2010 (usual term is 3 years). NAA SE Program Chair 2006, 2007

National Association of Railroad Referees (NARR) member (2002 - 2005)

ARBITRATION/MEDIATION/HEARINGS BOARD APPOINTMENTS:

American Arbitration Association: (1) Labor Arbitrator Panel; (2) Sexual Harassment Factfinder, national panel; (3) Employment Panel, arbitrator for a 5-state region (NC, SC, TN, AL, GA); (4) Employment Panel, (5) mediator for the same 5-state region; (6) mediator, GSA-EEO.

Asheville Civil Service Board: One of five members who hear grievances from City employees. Decisions may be appealed to Superior Court (1997-99).

Coal Arbitration Service: arbitrator (8/99 - 1/01; 8/03 - 2/05)

Duke University: Exempt and Non-Exempt Termination Panels, permanent arbitrator

Federal Mediation and Conciliation Service: arbitrator

Key Bridge Foundation: ADA mediator

National Mediation Board: arbitrator; attended training for railroad industry 9/02

New York Stock Exchange: arbitrator (employment); mediator (employment)

North Carolina Superior Court Mediated Settlement Conferences; certified mediator

US Forest Service: Mediator on an ad hoc basis

U.S. Postal Service and National Association of Letter Carriers: Eastern Region (1991-1999); Southeast and Southwest Region (1997-2004), Labor Arbitrator

Warner Robins Air Logistics Center and American Federation of Government Employees, Expedited Panel, Labor Arbitrator (2/99-10/01)

MEDIATION TRAINING

North Carolina Superior Court Mediated Settlement Conference Training, 48 contact hours, June, 1995; provided by The Mediation Center, Asheville, NC; certified mediator (1998).

Mediating ADA claims, Key Bridge Foundation and funded by the U.S. Department of Justice, Charlotte, NC, May 4, 1997; Chicago, May 1, 2003; online June 2008.

Mediating Workers Compensation claims, National Business Institute, Raleigh, NC, October 14, 1997.

Workers Compensation, North Carolina Bar Foundation, Asheville, NC, October 23-24, 1998.

MEDIATION EXPERIENCE

American Arbitration Association's mediation: plant maintenance (1998); protection services (1999), civil rights (2001), discharges (2001), discharge (2 cases) (2003)

Department of Justice (through Key Bridge): ADA (2000 to present): disabilities included mobility impaired, profound hearing loss, deteriorating vision, multiple disabilities.

Department of Labor: May 2003 - Complex mediation involving 3 government agencies (federal, state, region within state) and 2 organizations with 6 named plaintiffs representing 20,000 affected workers.

EEOC: (15 in 1999-2000); issues included race, disability, age, retaliation, sexual harassment. Federal Agency (pilot project): work duties; suspension (2002)

Federal Bureau of Prisons: race (2000).

Federal organization: Completed approximately 80 hours of complex, transformative mediation for a federal organization in North Carolina (1997)

U.S. Forest Service: Workplace conflict (since 2003)

Taught mediation as part of the conflict Resolution course at UNCA (each fall)

Mediated over 60 disputes during the years as a Human Resource professional.

Faculty Conciliator for the 1995-96 (22 cases) and 1998-99 academic years; alternate for 1997-98.

SELECTED PUBLICATIONS:

Kauffman, "The War Years and The Willard Years: A Memoir of William H. Kauffman, M.D." 2003; lulu.com 2nd edition, 2009

Kauffman, "ADR in South Africa," International Journal of Human Resources and Industrial Relations, Fall, 2000.

Kauffman and Massey, Human Capital Applications Using Office 2000, (Software, Student Manual, Instructor's Manual) Prentice Hall, 1999

Kauffman and Davis, "What Type of Mediation Do You Need?" Dispute Resolution Journal, May, 1998: 8-14.

Case synopses, on-line, ABA Dispute Resolution Section, March and May, 1998.

Kauffman, Miller, and Ivey, "Affirmative Action and the White Male in America," The Labor Law Journal, November, 1995: 692-698

Kauffman, VanIwaarden, and Floyd, "The Effect of Values and Demographics on Case Decisions," The Labor Law Journal, January, 1994: 49-54.

Kauffman, "Motivating the Older Worker," SAM Advanced Management Journal, Spring, 1987.

PRESENTATIONS:

Panel member, "Women in ADR," American Arbitration Association's Neutrals' Retreat 1998, Orlando, FL, October 10, 1998

"Types of Mediation," Southern Industrial Relations Human Resource Conference, Lexington, KY, October 24, 1997

"Co-existing with Unions," N.C. Chapter of International Personnel Management Association, Asheville, September 11, 1995.

Kauffman, Miller, and Ivey, "Affirmative Action and the White Male in America," Southern Academy of Legal Studies in Business, March, 1995, Houston, Texas; Southern Regional Industrial Relations Academic Seminar, Morgantown, WV, October 15, 1994.

Kauffman, Ashbridge, and Floyd, "The Effect of Values and Demographics on Case Decisions," National Academy of Arbitrators, Region 9 (Ohio and Kentucky), Cleveland, OH, April 17, 1993; National Academy of Arbitrators, Southeast Region, preconference workshop, Atlanta, GA, February 26, 1993.

Panel member, "The Aging Labor Force: Curriculum Issues and Linkages with Private Sector Training," Human Resource Management portion, Association for Gerontology in Higher Education, Louisville, KY, March 4, 1993.

"Sexual Harassment" and "ADA" information presented to Southeast Regional managers of Porta-medica, December 14, 1992.

PROFESSIONAL SERVICE:

National Academy of Arbitrators - Chair, History Committee, May 2005 - present; Fall Education Conference (Savannah, GA), member of host committee, October 2005; Southeast Regional meeting (Orlando, FL), Program Chair, February 2006.

South Carolina Labor-Management Conference, Board Member 2004 - 2007

South Carolina Council for Conflict Resolution, Board Member, 2002 - 2003

Midlands Mediation Network, Columbia, SC; vice-chair 2001- 2003

American Bar Association, Dispute Resolution Section - edit case abstracts for on-line publication, 1998.

Asheville (NC) Civil Service Board, 1997-99. Board member, assisting with evaluating employment and grievance processes and helping to develop integrated systems. Appointed by City Council.

The Mediation Center (Asheville, NC) Board member, 1995-99; Board President 98-99.

American Arbitration Association, Employment ADR, Selection and Advisory Committee (NC, SC, TN, AL, GA), 1996-97.

Southern Industrial Relations-Human Resource Conference, Host, Program Chair, and Proceedings editor; October 3-5, 1996. Conference draws 15 states and the District of Columbia and 30+ colleges and universities.

Elected Faculty Conciliator by Student Government Association 1995-6 and 1998-99 (alternate for 1997-98). Co-Chair of the UNCA Mediation Center Committee, 1996-99.

South Atlantic Regional Industrial Relations Research Association: President, 1994, 1995 (Increased role of the chapter from periodic dinner meetings to a full-day conference once or twice a year). Program Coordinator for regional meetings, Fall, 1991, and Fall, 1992; conference coordinator, April, 1995.

Track Chair, Academy of Management, Southwest Region, for March, 1992. Discussant, Southern Academy of Management, November, 1993 (Conflict resolution); November, 1992 (Compensation).

Reviewer: Academy of Management Review, Academy of Management (both HR and Conflict Resolutions divisions), Southern Management Association, Eastern Academy of Management, Wiley Publishing, West Publishing, HRM Journal, Labor Studies Journal, McGraw Hill



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: MESHELL N. MATNEY, JR

Dist 1

Home Address: 2361 WASH LEVER ROAD, CHAPN, SC 29036

Telephone: (home) 803-345-9532 (work) N/A

Office Address: N/A

Educational Background: BACHELOR OF SCIENCE, SOUTHER WESLEYAN UNIV.

Professional Background: RETIRED LAW ENFORCEMENT OFFICER, 32 YEARS OF SERVICE

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: PLANNING COMMISSION

Reason for interest: AS A RESIDENT OF RICHLAND COUNTY FOR 36 YEARS, I WOULD LIKE TO ASSURE THE ORDERLY DEVELOPMENT AND GROWTH OF RICHLAND COUNTY. PRESERVE PROPERTY VALUE, ENHANCE ENVIRONMENTAL QUALITY, AND PROMOTE COMMUNITY WELFARE.

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

I HAVE THE PERSONAL TIME TO DEVOTE TO THE OFFICE. I AM HONEST AND ^{WOULD BE} IMPARTIAL TO ANY GROUPS. I HAVE ALWAYS LIVED BY A CODE OF ETHICS AND STANDARDS AS A POLICE OFFICER.

Presently serve on any County Board/Commission/Committee? N/A

Any other information you wish to give? STANDARDS SHOULD BE BASED ON HARMONY WITH THE OVERALL COMMUNITY, CONSIDERATION FOR NEIGHBORHOODS AND HIGH QUALITY OF CONSTRUCTION.

Recommended by Council Member(s): N/A

Hours willing to commit each month: AS MANY AS NEEDED

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

June 18, 2009
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

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

Notes

Council 7/07/09: Council deferred this item until the July 21st meeting.

Richland County Council Request of Action

Subject

Broad River Waste Water Treatment Plant Change Order

Richland County Council Request of Action

Subject

SERCO FY 10 Budget

Richland County Council Request of Action

Subject

Report of the Stimulus Ad Hoc Committee

- a. Homeless Prevention and Rapid Re-Housing Program (HPRP) [**PAGES 210-212**]
- b. TIGER Surface Transportation Discretionary Grant [**PAGES 213-214**]
- c. Broadband Initiatives Program (BIP) [**PAGES 215-216**]
- d. Broadband Technology Opportunities Program (BTOP) [**PAGES 215-216**]

Notes

The Stimulus Ad Hoc Committee made the following recommendations:

- a. Homeless Prevention and Rapid Re-Housing Program (HPRP) - The committee recommended that council endorse the agencies and funding levels as recommended for the HPRP program. The committee also recommended that council authorize the County Administrator to draft a letter of endorsement to the Department of Housing and Urban Development (HUD).
- b. TIGER Surface Transportation Discretionary Grant - The committee recommended that council direct the County Administrator to pursue a possible TIGER Discretionary Grant for the expansion of Clemson Road between Sparkleberry Road and Old Clemson Road. The committee also recommended that council offer its support for other regional projects being submitted in the City of Columbia and Lexington County.
- c. Broadband Initiatives Program (BIP) - The committee recommended that council direct the County Administrator to seek a partnership with a private sector service provider and to pursue a BIP stimulus grant from the U.S. Department of Agriculture (USDA) for broadband programs in the rural areas of the county.
- d. Broadband Technology Opportunities Program (BTOP) - The committee recommended that council direct the County Administrator to seek a partnership with the City of Columbia and to jointly pursue a BTOP stimulus grant from the U.S. Department of Commerce (DOC) for county projects.

Interoffice Memorandum

TO: J. Milton Pope, County Administrator
 FROM: Valeria Jackson, Director of Community Development
 RE: Stimulus Update (Council Action Requested at July 7th Council Meeting)
 DATE: July 14, 2009

Please include the following item on the Stimulus Update Report that requires Council action.

The first is an **endorsement letter** from the County Administrator for the Homelessness Prevention and Rapid Re-housing Program (HPRP) funds. Richland County anticipates receiving an allocation in the amount of \$568,201. The intent of HPRP is to serve persons in Richland County who are homeless or would be homeless **but for** this assistance and can remain stably housed after this temporary assistance ends. The Community Development Department has proposed to the local HUD to allocate these funds for the following projects:

- The committee recommended funding The Cooperative Ministry, SC Appleseed, Trinity Housing Corporation & The Women's Shelter (collaborative partners). The budget is outlined below:

The Cooperative Ministry (TCM)	\$ 250,000.
SC Appleseed	\$ 20,000.
Trinity Housing Corporation (collaboration w/The Women's Shelter)	\$ 204,325.
Total Committed	\$ 474,325.
Data Collection & Evaluation	\$ 23,979.
Administrative Cost	\$ 28,410.
Total Uncommitted	\$ 41,487.
Total HPRP Allocation	\$ 568,201.

The committee recommended not to fund the following projects:

Disability Action Center (DAC) \$227,520.
 Brookland West Columbia \$250,000.
 Community Housing Dev. Corp.
 SC Legal Services \$ 80,000.

Upon Council's approval, the endorsement letter may be signed by our County Administrator. Please contact Valeria Jackson at 576-2063 for additional information.

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Office of the County Administrator

July 21, 2009

Mr. Louis E. Bradley
US Department of Housing and Urban Development
Strom Thurmond Building
1835 Assembly Street
Columbia, SC 29201

Dear Mr. Bradley:

The Richland County Council was in receipt of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) presentation at the Tuesday, July 21st County Council Meeting. The HPRP Review Panel recommended funding The Cooperative Ministry (TCM); SC Appleseed Legal Justice Center; Trinity Housing Corporation & The Women's Shelter (collaborative partners). We would like to fully endorse this work along with our Richland County Community Development Department. If you are in need of any additional information for HPRP, please contact Valeria Jackson at (803) 576-2230.

Sincerely,

J. Milton Pope
County Administrator

cc: Valeria Jackson, Director of Community Development
Vivian McCray, HPRP Coordinator



*Providing support services, life skills, and transitional housing to enable homeless families
to achieve independent living as productive members of the community.*

of Trinity Housing Corporation

July 14, 2009

Valeria D. Jackson, Director of Community Development
 Richland County Government
 2020 Hampton Street
 Suite 3063
 PO Box 192
 Columbia, SC 29202

Dear Ms. Jackson,

Trinity Housing Corporation and The Women's Shelter intend to apply for Department of Housing and Urban Development's substantial amendment to the consolidated 2008 Action Plan for Rapid Re Housing. This Rapid Re Housing program will be open to all residents and former residents of each organization, plus others who meet the basic requirements of each program.

Trinity Housing Corporation, through the primary transitional program of St. Lawrence Place, has been serving homeless families in the Columbia area since 1989. The Women's Shelter has been serving homeless women in the Columbia area since 1991. Both organizations have the financial capabilities and capacity to administer these funds.

Funding will be used for Financial Assistance to include: short and medium term rental assistance, security deposits, utility deposits, utility payments, moving costs assistance and hotel and motel vouchers. In addition to these services monies will be used for case management and transportation. Trinity Housing will act as the lead agency and will use any administrative monies afforded through this grant.

If we can be of further assistance, please contact either of us at 803.256.3999 (Trinity Housing) or 803.779.4706 (The Women's Shelter).

Regards,

Lila Anna Sauls
 Executive Director
 Trinity Housing Corporation

Kathy Riley
 Executive Director
 The Women's Shelter

2400 Waites Road | Columbia, SC 29204 | Bus: 803.256.3999 | Fax: 803.933.0089 | www.stlawrenceplace.org

TIGER Surface Transportation Discretionary Grants

ARRA provided \$1.5 billion in discretionary grants for surface transportation projects across all modes. The U.S. Department of Transportation (US DOT) has named this the TIGER Grant program and has released preliminary guidance on criteria for distributing funding.

Application Deadline: Applications are due September 15, 2009.

Eligible Applicants: Funds under this program will be awarded to State and local governments, including U.S. territories, tribal governments, transit agencies, ports, other political subdivisions of State or local governments, and multi-State or multi-jurisdictional applicants. Those seeking funding need not apply through state DOTs.

Eligible Projects: Projects must have a significant impact on the nation, a metropolitan area, or a region. Projects eligible for TIGER Discretionary Grants include, but are not limited to, capital investments in: (1) highway or bridge projects; (2) public transportation projects; (3) passenger and freight rail transportation projects; and (4) port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement.

Grant Size: Grants are to be from \$20 million to \$300 million, though US DOT can waive the minimum grant size and encourages smaller projects to apply.

Selection Criteria: TIGER Discretionary Grants will be awarded based on the following selection criteria. US DOT will give more weight to the primary selection criteria (Long-Term Outcomes and Jobs Creation & Economic Stimulus) than to the secondary criteria.

Primary Selection Criteria

Long-Term Outcomes: US DOT will give priority to projects that have a significant impact on desirable long-term outcomes for the Nation, a metropolitan area, or a region. The following types of long-term outcomes will be given priority:

- **State of Good Repair:** Improving the condition of existing transportation facilities and systems, with particular emphasis on projects that minimize life-cycle costs.
- **Economic Competitiveness:** Contributing to the economic competitiveness of the United States over the medium- to long-term.
- **Livability:** Improving the quality of living and working environments and the experience for people in communities across the United States.
- **Sustainability:** Improving energy efficiency, reducing dependence on oil, reducing greenhouse gas emissions and benefitting the environment.
- **Safety:** Improving the safety of U.S. transportation facilities and systems.

Job Creation & Economic Stimulus: Consistent with the purposes of the Recovery Act, US DOT will give priority to projects that are expected to quickly create and preserve jobs and stimulate rapid increases in economic activity, particularly jobs and activity that benefit economically distressed areas.

Projects that are unable to demonstrate a likelihood of significant long-term benefits in any of the five long-term outcomes will not proceed in the evaluation process. For the Jobs Creation & Economic Stimulus criterion, a project that is not ready to proceed quickly is less likely to be successful.

Applications will be required to provide a cost-benefit analysis quantifying the project's benefits across a number of areas.

Secondary Selection Criteria

Innovation: US DOT will give priority to projects that use innovative strategies to pursue the long-term outcomes outlined above.

Partnership: US DOT will give priority to projects that demonstrate strong collaboration among a broad range of participants and/or integration of transportation with other public service efforts.

Additional Statutory Selection Criteria

ARRA specified that US DOT must ensure an equitable geographic distribution of funds and an appropriate balance in addressing the needs of urban and rural communities. No more than 20 percent of funds can go to any state.

Priority will be given to projects that are expected to be completed within three years of enactment (February 17, 2012).

Priority will be given to projects for which federal funding is required to complete an overall financing package that includes non-federal funding.



MEMORANDUM

TO: Milton Pope
FROM: Kyle Michel
DATE: 7-16-09
RE: Broadband Program overview

USDA Rural Utilities Services (RUS) and Department of Commerce National Telecommunications and Information Administration (NTIA) are jointly offering \$4 billion for broadband programs.

The deadline for applications is August 14, 2009. There will be a second round of applications in December, and perhaps a third round to distribute a total of \$7.2 billion.

USDA RUS Program – Broadband Initiatives Program (BIP)

\$2.4 billion for broadband deployment infrastructure in un-served and under-served rural areas.

- \$1.2 billion for Last Mile projects
- \$800 million for Middle Mile projects
- \$325 million for program reserves
- \$75 million administrative/other

This is a loan & grant program. Applicant expected to borrow at least 50% of funds.

Commerce NTIA – Broadband Technology Opportunities Program (BTOP)

\$1.6 billion for broadband projects in non-rural areas (can also fund overflow projects from BIP)

- \$1.2 billion for infrastructure projects
- \$150 million for Sustainable Broadband Adoption projects
- \$50 million for Public Computer Center projects
- \$200 million for program reserves

This is a grant program with a minimum 20% match – with in-kind allowances.

The Sustainable Broadband Adoption Program under BTOP “will fund innovative projects that promote broadband demand, including projects focused on providing broadband education, awareness, training, access, equipment or support, particularly among vulnerable population groups where broadband technology has traditionally been underutilized.”

The application requirements for all BIP funds and the BTOP infrastructure funds are highly technical and especially onerous. They should be handled by a third-party partner. The application requirements for the Public Computer Center Funds and the Sustainable Broadband Adoption funds are typical of a federal program application.

The link to the Notice of Funding Availability for this program is here:

<http://broadbandusa.sc.egov.usda.gov/index.htm>

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda

Richland County Council Request of Action

Subject

- Ron G Resolution
- A motion for Richland County in partnership with the Greater Columbia Chamber of Commerce and the City of Columbia to host a Small Business Summit ASAP. Topics to include Stimulus, doing business with Local government and the SBA [**JACKSON**]