



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**MAY 5, 2009
6:00 PM**

CALL TO ORDER **HONORABLE PAUL LIVINGSTON, CHAIR**

INVOCATION **HONORABLE KIT SMITH**

PLEDGE OF ALLEGIANCE **HONORABLE KIT SMITH**

Presentations

1.
 - Proclamation Honoring "National Public Works Week"
 - EMS Recognition

Citizen's Input

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

Approval Of Minutes

3. Regular Session: April 21, 2009 [**PAGES 9-15**]
4. Zoning Public Hearing: April 28, 2009 [**PAGES 17-19**]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

5.
 - Farmers' Market Update
 - Fire Contract
 - Personnel Matter
 - Purchase of Property for Public Safety Facility
 - McEntire vs. Richland County
 - FN Manufacturing vs. Richland County

Report Of The County Administrator

6.
 - Community Development Update

- Farmers' Market Update
- Fire Contract Update
- FY10 Budget Update: Upcoming Budget Work Sessions

Report Of The Clerk Of Council

Report Of The Chairman

7. • Personnel Matter

Open/Close Public Hearings

8. An Ordinance consenting to an assignment to TRC Propco, Inc. of all rights and obligations of HOLO (SC) QRS 16-91, INC. relative to all interests in real property and improvements, and all personal property, under a lease agreement, an inducement and millage rate agreement and a fee agreement with Richland County and approving related amendments and restatements of the terms and conditions of the existing lease agreement and fee agreement between HOLO (SC) QRS 16-91, Inc. and Richland County to reflect the assignment of such terms and conditions and approving the terms and conditions of a consent and subordination agreement to be entered into among TRC Propco, Inc., its lender and Richland County and matters thereto related

Approval Of Consent Items

9. An Ordinance consenting to an assignment to TRC Propco, Inc. of all rights and obligations of HOLO (SC) QRS 16-91, INC. relative to all interests in real property and improvements, and all personal property, under a lease agreement, an inducement and millage rate agreement and a fee agreement with Richland County and approving related amendments and restatements of the terms and conditions of the existing lease agreement and fee agreement between HOLO (SC) QRS 16-91, Inc. and Richland County to reflect the assignment of such terms and conditions and approving the terms and conditions of a consent and subordination agreement to be entered into among TRC Propco, Inc., its lender and Richland County and matters thereto related [**THIRD READING**][**PAGES 25-29**]
10. An Ordinance to adopt the "2009 Richland County Comprehensive Plan" [**THIRD READING**][**PAGES 31-35**]
11. An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Trane U. S. Inc. (formerly named American Standard Inc.) and matters relating thereto [**SECOND READING**][**PAGES 37-63**]
12. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to make corrections to several paragraph numbers referenced therein [**SECOND READING**][**PAGES 65-67**]
13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-103, AP Airport Height Restrictive Overlay District; so as to correctly identify Jim Hamilton-L. B. Owens Airport [**SECOND READING**][**PAGES 69-70**]
14. Request to approve a friendly condemnation for the purpose of obtaining a sewer easement at

1416 Heyward Brockington Road (TMS# 9504-04-03) [**PAGES 72-73**]

15. Request to authorize the negotiation of a contract for C&D Transportation Services to the most qualified service provided [**PAGES 75-76**]
16. Request to approve amendments to the Richland County Neighborhood Improvement Community Matching Grants Program [**PAGES 78-90**]
17. Request to authorize the negotiation of a contract with Loveless and Loveless C&D Landfill for C&D Disposal services [**PAGES 92-94**]
18. Intergovernmental Agreement between Richland County and the Town of Blythewood relating to the acceptance and maintenance of public roads and associated drainage systems [**PAGES 95-100**]
19. Request to approve a contract in the amount of \$1,466,434.19 to ABL Food Service for food service management at the Alvin S. Glenn Detention Center [**PAGES 102-103**]
20. Request to approve a contract in the amount of \$3,571,090.93 to Correct Care Solutions for prison health services at the Alvin S. Glenn Detention Center [**PAGES 105-106**]
21. Request to approve a contract in the amount of \$259,201.00 to Honeywell, Inc. for full maintenance coverage on the fire and security system at the Alvin S. Glenn Detention Center [**PAGES 108-109**]
22. Request to approve a contract with PayTel Communication for inmate telephone services at the Alvin S. Glenn Detention Center [**PAGES 111-112**]
23. Request to approve a contract in the amount of \$143,748.00 to W.B. Guimarin & Company for heating and air conditioning system maintenance at the Alvin S. Glenn Detention Center [**PAGES 114-115**]
24. Request to approve funding from undesignated Hospitality Tax funds for repairs to the Hampton-Preston Mansion [**FIRST READING**][**PAGES 117-125**]
25. Request to approve a contract with Palmetto Posting, Inc. for the purpose of posting properties with delinquent ad valorem property taxes [**PAGES 127-133**]
26. Request to authorize the County Administrator to proceed with negotiations for the purchase of a 17,000 square foot public safety facility on 2.89 acres on Pineview Drive [**PAGES 135-136**]
27. Request to approve a construction contract with the lowest responsive bidder for renovation of the Township Auditorium [**PAGES 138-139**]
28. Request to approve a budget revision to the VAWA Criminal Domestic Violence Grant [**PAGES 141-143**]

Third Reading Items

- 29.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [**PAGES 145-148**]

30. An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration" [**PAGES 150-199**]

Second Reading Items

31. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to delete Section 26-184. Parks and Open Space, and to provide for the use of the Green Code's flexibility in the various zoning districts [**PAGES 201-211**]

First Reading Items

32. Fiscal Year 2009-2010 Budget Ordinance (By Title Only)
33. Fiscal Year 2009-2010 Millage Ordinance (By Title Only)

Report Of Development And Services Committee

34. Lower Richland property purchase and potential usage [**PAGES 215-234**]

Report Of Administration And Finance Committee

35. Request to approve a funding request in the amount of \$500,000 from the South Carolina Hospitality Association for marketing and tourism promotions in unincorporated Richland County

Report Of Rules And Appointments Committee

1. NOTIFICATION OF VACANCIES

36. Building Codes Board of Adjustments & Appeals

2. Notification Of Appointments

37. Accommodations Tax Advisory Committee-2
38. Building Codes Board of Adjustments & Appeals-1
39. Employee Grievance Committee-1 [**PAGES 240-241**]
40. Historic Columbia Foundation-1
41. Hospitality Tax Committee-1 [**PAGES 244-245**]
42. Internal Audit Committee-1

3. Rule Changes

43. Council Individual Discretionary Accounts [**PAGE 248**]
44. Electronic Participation [**PAGE 250**]
45. Revised application [**PAGES 252-253**]
46. Richland County Public Library Board request for Council to suspend rules regarding the regular rotation and appointment of their board members [**PAGES 255-256**]
47. Richland County/City of Columbia Animal Care Advisory Committee Appointments-2 positions [**PAGE 258**]

Other Items

48. Report of the Stimulus Ad Hoc Committee: Request to authorize the Procurement Director to negotiate and award a contract with the lowest responsible and responsive bidder in an amount not to exceed the funds available under the grant award for Taxiway and Apron Rehabilitation at Hamilton-Owens Airport

Citizen's Input

49. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

50. • Rule regarding proposals or studies not commissioned by Council [LIVINGSTON]

Adjournment



Richland County Council Request of Action

Subject

- Proclamation Honoring "National Public Works Week"
- EMS Recognition

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Regular Session: April 21, 2009 [PAGES 9-15]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, APRIL 21, 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 – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Matthews, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Joseph Kocy, Anna Almeida, Amelia Linder, Paul Alcatar, Pam Davis, Daniel Driggers, Dan Kim, Dan Cole, Stacy Pritchard, Kyle Holsclaw, Dale Welch, Connellus Morgan, Srinivas Valavala, Bill Peters, John Hixson, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:01 p.m.

INVOCATION

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

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

DHEC Recycling Award Presentation – Ms. Jennifer Dowden and Mr. Paul Alcatar outlined the Solid Waste Department's recycling endeavors.

Richland County Recreation Commission \$50,000,000 Bond Status – Mr. Bob Redfearn, Recreation Commission Interim Executive Director, and Ms. Frannie Heizer updated Council on the status of the recreation bond projects.

CITIZENS' INPUT

Mr. Jackson moved, seconded by Mr. Manning, to suspend the rules to allow the citizens to speak regarding the bagging of leaves. The motion failed.

APPROVAL OF MINUTES

Regular Session: April 7, 2009 – Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pope stated that the Farmers' Market Update needed to be removed under the Report of the County Administrator.

Mr. Jeter moved, seconded by Ms. Hutchinson, 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. **CMRTA Intergovernmental Agreement**
- b. **HBA vs. Richland County**
- c. **Fire Contract**

REPORT OF THE COUNTY ADMINISTRATOR

Employee Grievances—3 – Mr. Jeter moved, seconded by Ms. Hutchinson, to accept the Administrator's recommendations. The vote in favor was unanimous.

Stimulus Update – Mr. Pope stated that the Stimulus Ad Hoc Committee met with the representatives from the Sheriff's Department, Community Development, Administration, and the Council of Governments. Administration is presently working with a consultant

and will be bringing on a part-time grants writer. A list of all stimulus projects that the County is applying for will be provided to Council via e-mail. Any stimulus funds that the County received will be reported in the weekly e-mail from Administration.

FY10 Motions List – Mr. Pope stated any deletions/additions to the budget motions list should be forwarded to staff by May 1st.

NaCO Rx Card Update – Mr. Pope gave a brief update on the benefits of the NaCo prescription card to residents of Richland County.

Public Input Process: Stormwater/Bagging of Leaves – Mr. Pope stated there was some concern that the electronic process may not be accessible to those residents in the rural areas of the County and therefore, additional public hearings have been suggested for those citizens.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

No report was given.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized the Boy Scout from Troop 10 in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Livingston recognized the group from the USC School of Journalism.

POINT OR PERSONAL PRIVILEGE – Mr. Pearce distributed cards from LRADAC detailing the costs of underage drinking and from the Alliance for the Mentally Ill on how to identify people who are mentally ill and how to communicate with them.

PUBLIC HEARING ITEMS

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

- **A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000** – No one signed up to speak.

The public hearings were closed.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; so as to amend Subsection (E), Prohibited Signs, and to create a new subsection for the purpose of enforcement [THIRD READING]**
- **A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (Lexington-Richland Alcohol and Drug Abuse Council, Inc. Project) Series 2009, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$4,500,000**

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

THIRD READING ITEMS

An Ordinance Amending the Fiscal Year 2008-2009 Road Maintenance and Mass Transit Budget Ordinance, so as to reinstate the Mass Transit portion of the Road Maintenance fee and appropriate such increase in funds for Mass Transit – This item was taken up after Executive Session.

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

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

The vote was in favor of approval.

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

SECOND READING ITEM

An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration" – Mr. Malinowski moved, seconded Ms.

Kennedy, to defer this item until a work session is held.

<u>In Favor</u>	<u>Oppose</u>	<u>Not Present</u>
Malinowski	Pearce	Manning
Jackson	Jeter	
Hutchinson	Livingston	
Kennedy	Dickerson	
Washington	Smith	

The motion for deferral failed.

Ms. Smith moved, seconded by Ms. Dickerson, to approve this item.

<u>In Favor</u>	<u>Oppose</u>	<u>Not Present</u>
Pearce	Malinowski	Manning
Jeter	Jackson	
Hutchinson	Kennedy	
Livingston	Washington	
Dickerson		
Smith		

The vote was in favor of approval.

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

FIRST READING ITEM

An Ordinance Adopting a Comprehensive Plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

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

The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Trane U. S. Inc. (formerly named American Standard, Inc.) and matters relating thereto – Mr. Pearce stated the committee recommended approval. The vote in favor was unanimous.

CITIZENS' INPUT

Mr. Ronald Collin spoke regarding an incident with the Sheriff's Department.

EXECUTIVE SESSION ITEMS

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Council went into Executive Session at approximately 7:00 p.m. and came out at approximately 7:47 p.m.
=====

- a. **CMRTA Intergovernmental Agreement** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the Mass Transit Ordinance and the CMRTA Intergovernmental Agreement. The vote was in favor.

MOTION PERIOD

Delay Implementation of Reassessment for one year – Mr. Jackson referred this item to the A&F Committee.

Initiation of a rezoning process for TMS #11203-01-02 – Mr. Washington referred this item to the D&S Committee.

Changeable Copy Sign Ordinance – Ms. Kennedy referred a draft proposal regarding the changeable copy sign ordinance to the D&S Committee.

Amend "Imagine Richland County 2020 Comprehensive Plan" to incorporate the following study: "Growing Together: Thriving People for a Thriving Columbia" – Mr. Washington referred this matter to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 7:53 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

Zoning Public Hearing: April 28, 2009 [PAGES 17-19]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, APRIL 28, 2009 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Vice-Chair	Damon Jeter
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 E. Washington, Sr.

Absent Gwendolyn Davis Kennedy

OTHERS PRESENT: Joseph Kocy, Anna Almeida, Amelia Linder, Suzie Haynes, Jennie Sherry-Linder, Brandon Hooker, Michielle Cannon-Finch, Milton Pope, Sparty Hammett, Larry Smith, Jennifer Dowden, Stephany Snowden

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated there were no additions or deletions.

MAP AMENDMENTS

08-32MA, Fairways Development, John Bakhaus, TROS to RS-MD (15.94 Acres), Residential Subdivision, 20406-02-01(p), Longcreek Plantation

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

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to delete Section 26-184, Parks and Open Space, and to provide for the use of the green code's flexibility in the various zoning districts

Mr. Livingston opened the floor to the public hearing.

Mr. Earl McLeod spoke against this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Ms. Smith, to approve staff's recommendation.

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

The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to make corrections to several paragraph numbers referenced therein

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-103, AP Airport Height Restrictive Overlay District; so as to correctly identify Jim Hamilton-L. B. Owens Airport

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

An Ordinance to adopt the “2009 Richland County Comprehensive Plan”

Mr. Livingston opened the floor to the public hearing.

Mr. Earl McLeod spoke against this item.

The floor to the public hearing was closed.

Ms. Smith moved, seconded by Mr. Jeter, to give Second Reading approval to the 2009 Richland County Comprehensive Plan with the map amendment and to take up the changing of the name and planning area objectives at Third Reading. A discussion took place.

The vote was unanimous with Mr. Manning abstaining from the vote.

ADJOURNMENT

The meeting adjourned at approximately 8:02 p.m.

Submitted respectfully by,

Paul Livingston
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- Farmers' Market Update
- Fire Contract
- Personnel Matter
- Purchase of Property for Public Safety Facility
- McEntire vs. Richland County
- FN Manufacturing vs. Richland County

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- Community Development Update
- Farmers' Market Update
- Fire Contract Update
- FY10 Budget Update: Upcoming Budget Work Sessions

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- Personnel Matter

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

<h1 style="text-align: center;">Richland County Council Request of Action</h1>
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Subject

An Ordinance consenting to an assignment to TRC Propco, Inc. of all rights and obligations of HOLO (SC) QRS 16-91, INC. relative to all interests in real property and improvements, and all personal property, under a lease agreement, an inducement and millage rate agreement and a fee agreement with Richland County and approving related amendments and restatements of the terms and conditions of the existing lease agreement and fee agreement between HOLO (SC) QRS 16-91, Inc. and Richland County to reflect the assignment of such terms and conditions and approving the terms and conditions of a consent and subordination agreement to be entered into among TRC Propco, Inc., its lender and Richland County and matters thereto related

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

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Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

The Ordinance is now in full force and effect.

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

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

(SEAL)

Richland County Council Request of Action

Subject

An Ordinance to adopt the "2009 Richland County Comprehensive Plan" **[THIRD READING]** **[PAGES 31-35]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

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

The Ten Principles of Smart Growth

In practice, smart growth implementation is shaped by 10 principles:

1. [Provide a Variety of Transportation Choices](#)
2. [Mix Land Uses](#)
3. [Create a Range of Housing Opportunities and Choices](#)
4. [Create Walkable Neighborhoods](#)
5. [Encourage Community and Stakeholder Collaboration](#)
6. [Foster Distinctive, Attractive Communities with a Strong Sense of Place](#)
7. [Make Development Decisions Predictable, Fair and Cost Effective](#)
8. [Preserve Open Space, Farmland, Natural Beauty & Critical Environmental Areas](#)
9. [Strengthen and Direct Development Towards Existing Communities](#)
10. [Take Advantage of Compact Building Design and Efficient Infrastructure Design](#)

The 2009 Richland County Comprehensive Plan incorporates each of these principles into shaping the future growth and development of the County.

Each of these principles is explained below:

1. Provide a Variety of Transportation Choices

Most communities built within the last 40 years are designed so that residents are almost completely dependent on driving. With no other options, we have to take our cars to run every errand (going to the store, going to school, going to a park, etc.) Many places don't allow us to take even short walks to nearby shops because there are no sidewalks. Providing a variety of transportation options - like safe and reliable public transportation, sidewalks, bike paths and walking trails - promotes and improves our health, conserves energy and safeguards the environment. We can only reduce our dependency on automobiles if there are other attractive and convenient ways to get where we want to go.

There are also many members of our communities who can't drive or don't have access to a car. Providing transportation options creates communities where our seniors, young people below driving age, and the disabled can all live comfortably.

2. Mix Land Uses

Mixing land uses is critical to creating walkable neighborhoods. In appropriate locations, building stores, offices and residences to be next to (or on top of) each other allows people to work, shop and enjoy recreation close to where they live. It makes walking more convenient (encouraging a healthier lifestyle) and also protects the environment and conserves energy by reducing our dependence on cars.

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Item# 10

Attachment number 2
Page 1 of 3

The Ten Principles of Smart Growth

3. Create a Range of Housing Opportunities and Choices

Not everyone has the same housing wants or needs. Some singles prefer to rent small apartments, young couples need starter homes, empty nesters look for a condominium close to town, and retirees need a caring community. Our neighborhoods should offer a range of options: single-family houses of various sizes, duplexes, garden cottages, condominiums, affordable homes for low or fixed-income families, "granny flats" for empty nesters, and accommodations for dependent elders. Our neighbors who do important work for our community (policemen, firemen, teachers, etc.) should be able find homes they can afford to live in within the community. The citizens of our communities should also be able to continue to live close to their families and friends even as their life-stages and needs (including the need to work from home) change.

4. Create Walkable Neighborhoods

Such places offer not just the opportunity to walk -sidewalks are a necessity -but also somewhere to walk to. It can be the to the corner store, the transit stop or to school. A compact, walkable neighborhood encourages healthier lifestyles (more walking!) and protects the environment and saves energy by reducing our dependence on cars. Walkable neighborhoods are also safer neighborhoods for our children (they can walk or bike to the local park and not have to dodge high-speed traffic) and are healthier environments for our seniors (they can get their daily exercise by walking to their friends' homes or to a nearby restaurant). Walkable neighborhoods also create more opportunities to get to know our neighbors when we meet them on the sidewalk (rather than just recognizing each other's car as we drive past each other).

5. Encourage Community and Stakeholder Collaboration

We encourage and nurture the community spirit when ordinary citizens, civic and business groups, and institutions come together to identify the shared values and common vision of what we want our communities to be. We strengthen our communities even further when we work cooperatively to realize our shared vision.

Community spirit, built on the pride of association and the sense of civic responsibility, creates strong, cohesive communities-the kind of places where our young people can grow to understand the responsibilities of citizenship and where everyone can give back to the roots that nurtured them.

6. Foster Distinctive, Attractive Communities with a Strong Sense of Place

We give everyone who lives in our communities a greater sense of belonging (and "being home") when we create distinctive communities that celebrate our natural settings and reflect the character and values of the people who live there. We also contribute to our community's unique sense of place when intentionally provide welcoming public spaces, preserve spectacular vistas, define well-designed focal

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The Ten Principles of Smart Growth

points (including civic buildings) and encourage appropriate architectural styles and scales of neighborhoods.

7. Make Development Decisions Predictable, Fair and Cost Effective

Development tends to follow the path of least resistance, so the development that is the most desirable should be the easiest to do. There should be as few barriers (if not fewer) to restoring historic buildings and creating infill development as to building on green fields. Projects that fit with the community's vision should also be fast-tracked for approval. Design and construction standards, review and approval processes should be clear for all types of projects because uncertainty creates misunderstanding, aggravates disagreements, costs developers money and ultimately serves no one in the community.

8. Preserve Open Space, Farmland, Natural Beauty and Critical Environmental Areas

Communities that care for the environment invest not only in the beauty that surrounds them, but also preserve the very wealth and resources that will sustain their children and all future generations. Protecting the environment (keeping our air, water and soils clean, conserving valuable farmlands, preserving critical areas) also safeguards our own health and can shield us from severe weather and natural disasters.

9. Strengthen and Direct Development Towards Existing Communities

We maximize our community's investments in public infrastructure (roads, water, sewer) and save tax money when we strengthen and direct development towards established places. We strengthen and revitalize our neighborhoods when we encourage and facilitate infill development, the redevelopment of underutilized or derelict properties, the rehabilitation of brownfield sites, and the adaptive reuse of older structures. These practices also help us to care for our natural environment and preserve it for future generations.

10. Adopt Compact Building Patterns and Efficient Infrastructure Design

Higher density development and compact building patterns are more energy efficient. By adopting these patterns, we reduce the amount of land we consume and leave more for future generations. We also minimize the amount of infrastructure we have to build and service to support our community. This translates to lower municipal costs, keeping our tax rates down.

Asking for public infrastructure that is energy efficient also protects and preserves our environment.

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

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

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

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

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

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

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

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

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) thereof, based on the Company's representations, the County Council has made and hereby makes the following findings:

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

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

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

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

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

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

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

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

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

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

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: _____, 2009
Second Reading: _____, 2009
Public Hearing: _____, 2009
Third Reading: _____, 2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

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

The Ordinance is now in full force and effect.

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

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

FEE AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

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

DATED
AS OF

_____, 2009

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2009, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and TRANE U.S. INC. (formerly named American Standard Inc.), a corporation organized and existing under the laws of the State of Delaware (the "Company").

W I T N E S S E T H :

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

WHEREAS, the County and the Company desire to enter into a Fee Agreement regarding the Project;

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

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

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

WHEREAS, pursuant to an Ordinance adopted on _____, 2009 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

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

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then, to the extent permitted by law, the County agrees to waive all penalties and fees for the Company's noncompliance.

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

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

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the parties' consent.

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

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

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

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

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

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

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

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

“Documents” means the Ordinance and this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. To the extent permitted by law, the parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

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

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

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

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

“State” means the State of South Carolina.

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

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

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

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

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, the State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date

hereof or will be obtained.

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

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

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

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

(a) The County agrees to do all things reasonably necessary in connection with the Project and in accordance with the Act all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as provided by statute or law, the County will take no action with respect to the Project unless authorized by law, authorized by this Fee Agreement, or requested to do so by the Company.

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

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

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents

violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

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

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

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

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

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

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

(b) Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act.

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

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X.

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

**ARTICLE V
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM**

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to the lower of the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed or the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be the rate applicable on June 30, 200_ of ___ mills with respect to property located on the portion of land identified on Exhibit A within TMS No. 17400-09-13 and _____ mills with respect to property located on the portion of land identified on Exhibit A within TMS No. 17400-09-14). Subject in all events to the provisions of the Act, the fair market value for the Project shall be as follows:

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

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

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

(d) If, by the end of the Investment Period, the Company fails to invest a minimum of \$10,000,000 in the Project, this Fee Agreement terminates automatically, and the Company shall prospectively make *ad valorem* tax payments to the County on any property comprising the Project that, absent the prior existence of this Fee Agreement, would have been subject to *ad valorem* taxation in the County.

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

(f) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. More than one piece of replacement property can replace a single piece of economic development property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing. Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

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

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such

portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earliest to occur of (a) the Company's failure to invest a minimum of \$10,000,000 in the Project by the end of the Investment Period, pursuant to Section 5.1(d) hereof, (b) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, and (c) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

(b) the County and the Company have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political

subdivision of the State of South Carolina in which any part of the Project is located; and

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

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

ARTICLE VII EFFECTIVE DATE

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

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its county council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i), (ii) or (iii) of Section 8.2(b) (including any claim for damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition and carrying out of the Project) and to reimburse them for all reasonable expenses to which any of them might be put in the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

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

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

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing related transfers or any other transfers not requiring the consent of the County under the Act. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The Chair, the County Administrator and the Clerk to County Council are hereby each expressly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a

termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

SECTION 8.4. Annual Compliance Reports. The Company agrees to furnish to the County an annual compliance report. The compliance report shall be delivered to the County Administrator at the time the Company files its annual fee-in-lieu of taxes return with the DOR. The first compliance report shall be due in 2010. No later than April 1 of each year of the Investment Period, the Company shall produce an annual compliance report. Each annual compliance report shall contain the information required by the Richland County, South Carolina Economic Development Checklist attached as Exhibit B.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

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

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

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

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Subject to the following sentences of this Section, the only other remedy available to the County in such event

will be to terminate this Fee Agreement. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

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

SECTION 9.4. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof.

ARTICLE XI MISCELLANEOUS

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

SECTION 11.2. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

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

With a copy to:

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

If to the County:

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

With a copy to:

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

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

SECTION 11.3. Binding Effect. This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

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

entirety pursuant to Section 6.2, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.6. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.7. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement may be provided by a resolution of County Council. The Chair, the County Administrator and Clerk to County Council are hereby each expressly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

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

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

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

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

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

SECTION 11.12. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to County Council

TRANE U.S. INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

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

TMS No.: 17400-09-13 and 14

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

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

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

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

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; SO AS TO MAKE CORRECTIONS TO SEVERAL PARAGRAPH NUMBERS REFERENCED THEREIN.

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 V, Zoning Districts and District Standards; Section 26-87, RS-E Residential, Single-Family – Estate District; Subsection (c), Development Standards; Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (1) *Minimum lot area/maximum density:* Minimum lot area: 20,000 square feet, or as determined by DHEC, but in no case shall it be less than 20,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot, except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) of this chapter.

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-88, RS-LD Residential, Single-Family – Low Density District; Subsection (c), Development Standards; Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (1) *Minimum lot area/maximum density:* Minimum lot area: 12,000 square feet or as determined by DHEC, but in no case shall it be less than 12, 000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) of this chapter.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-89, RS-MD Residential, Single-Family – Medium Density District; Subsection (c), Development Standards; Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (1) *Minimum lot area/maximum density:* Minimum lot area: 8,500 square feet, or as determined by DHEC. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) and the special exception provisions for single-family zero lot line dwellings at Section 26-152(d)(12) of this chapter.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-90, RS-HD Residential, Single-Family – High Density District; Subsection (c), Development Standards; Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (1) *Minimum lot area/maximum density:* Minimum lot area: 5,000 square feet, or as determined by DHEC. In no case shall the lot size be less than 5,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) and the special exception provisions for single-family zero lot line dwellings at Section 26-152(d)(12) of this chapter.

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-91, MH Manufactured Home Residential District; Subsection (c), Development Standards; the introductory paragraph; is hereby amended to read as follows:

- (c) *Development standards.* See also Section 26-131. Table of Area, Yard, and Height Requirements, and the special requirement provisions for manufactured home parks at Section 26-151(c)(37), Manufactured Home Parks.

SECTION VI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-92, RM-MD Residential, Multi-Family – Medium Density District; Subsection (c), Development Standards; Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (1) *Minimum lot area/maximum density:* Minimum lot area: no minimum lot area requirement except as determined by DHEC. Maximum density standard: no more than eight (8) units per acre. See also the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) of this chapter.

SECTION VII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-93, RM-HD Residential, Multi-Family – High Density District; Subsection (c), Development Standards; the introductory paragraph and Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (c) *Development standards.* See also Section 26-131. Table of Area, Yard, and Height Requirements and Section 26-151(c)(11) and Section 26-152(d)(4) for standards for high-rise buildings.
- (1) *Minimum lot area/maximum density.* Minimum lot area: no minimum lot area requirement except as required by DHEC. Maximum density standard: no more than sixteen (16) units per acre. See also the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) of this chapter.

SECTION VIII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-93, RM-HD Residential, Multi-Family – High Density District; Subsection (c), Development Standards; Paragraph (5), Height Standards; is hereby amended to read as follows:

- (5) *Height standards:* The maximum height of structures in the RM-HD District shall be three (3) stories or forty-five (45) feet, whichever is taller. However, high rise structures may be permitted as a permitted use subject to special requirements (4-5 stories) or as a special exception (6 or more stories), as set forth in Section 26-151(c)(11) and Section 26-152(d)(4) of this chapter.

SECTION IX. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-94, OI Office and Institutional District; Subsection (c), Development Standards; the introductory paragraph and Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements, and Section 26-151(c)(11) and Section 26-152(d)(4) for standards for high-rise buildings.
- (1) *Minimum lot area/maximum density.* Minimum lot area: no minimum lot area requirement, except as determined by DHEC. Maximum density standard: for residential uses, no more than sixteen (16) dwelling units per acre. See also the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c)(27) of this chapter.

SECTION X. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-94, OI Office and Institutional District; Subsection (c), Development Standards; Paragraph (5), Height Standards; is hereby amended to read as follows:

- (5) *Height standards:* The maximum height of structures in the OI District shall be 35 feet. However, high rise structures may be permitted as a permitted use subject to special requirements (4-5 stories) or as a special exception (6 or more stories), as set forth in Section 26-151(c)(11) and Section 26-152(d)(4) of this chapter. In no case shall high rise structures be higher than seventy-five (75) feet.

SECTION XI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-97, GC General Commercial District; Subsection (c), Development Standards; the introductory paragraph and Paragraph (1), Minimum Lot Area/Maximum Density; is hereby amended to read as follows:

- (c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements, and Section 26-151(c)~~(11)~~ and Section 26-152(d)~~(4)~~ for standards for high-rise buildings.
- (1) *Minimum lot area/maximum density:* Minimum lot area: no minimum lot area except as required by DHEC. Maximum density standard: for residential uses, no more than sixteen (16) dwelling units per acre. See also the ~~special requirement~~ provisions for single-family zero lot line dwellings at Section 26-151(c)~~(27)~~ of this chapter.

SECTION XII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-97, GC General Commercial District; Subsection (c), Development Standards; Paragraph (5), Height Standards; is hereby amended to read as follows:

- (5) *Height standards:* The maximum height of structures in the GC District shall be forty-five feet (3 stories or less). High rise structures may be permitted as a permitted use subject to special requirements (4-5 stories) or a special exception (6 or more stories), as set forth in Section 26-151(c)~~(11)~~ and Section 26-152(d)~~(4)~~ of this chapter.

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

SECTION XV. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chairperson

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: April 28, 2009
First Reading: April 28, 2009
Second Reading: May 5, 2009 (tentative)
Third Reading:

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 V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-103, AP AIRPORT HEIGHT RESTRICTIVE OVERLAY DISTRICT; SO AS TO CORRECTLY IDENTIFY JIM HAMILTON-L.B. OWENS AIRPORT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended so as to replace the name "Columbia Owens Downtown Airport", wherever located in said section, with the new name "Jim Hamilton-L.B. Owens Airport".

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-103, AP Airport Height Restrictive Overlay District; is hereby amended so as to replace the name "Columbia Owens Downtown Airport", wherever located in said section, with the new name "Jim Hamilton-L.B. Owens Airport".

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009.

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: April 28, 2009
First Reading: April 28, 2009
Second Reading: May 5, 2009 (tentative)
Third Reading:

Richland County Council Request of Action

Subject: Bookert Heights Sewer Project - Sewer Easement Condemnation

A. Purpose

County Council is requested to approve proceeding with a friendly condemnation of a sewer easement as part of the Bookert Heights Sanitary Sewer Project.

B. Background / Discussion

The County is undertaking a sanitary sewer project in the Bookert Heights Community that will provide sewer service to approximately 75 homes. In order to complete this project 62 easements were required. All easements have been secured except for one. The property owners at 1416 Heyward Brockington Road (TMS# 9504-04-03) are deceased and therefore not available to sign the easement. The current occupant of the property is willing to sign the easement but does not have the legal authority to sign the documents.

A friendly condemnation of the property will allow the sewer project to proceed. The current occupant has been informed of the situation, has approved the action and is anxious to see the sewer project completed.

C. Financial Impact

Approval of this request will have no financial impact on the project. Disapproval will add cost to redesign and will increase construction cost.

D. Alternatives

1. Approve the friendly condemnation.
2. Disapprove the condemnation – this action will require a redesign and add cost to the project to continue.

E. Recommendation

It is recommended that Council approve the friendly condemnation of the sewer easement at 1416 Heyward Brockington Road (TMS# 9504-04-03).

Recommended by: Andy H. Metts **Department:** Utilities **Date:** 4/14/09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

✓ Recommend Approval

- Recommend Denial
 - No Recommendation
- Comments:

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Richland County Council Request of Action

Subject: Solid Waste Transportation Contract RC-001-P-0809

A. Purpose

County Council is requested to allow the Solid Waste Division along with the Procurement Department to enter into negotiations between Richland County and qualified bidders for the transportation services of C&D waste from the Richland County patronage area to the C&D Landfill working face and Transportation of C&D materials collected at the Lower Richland Drop-off Site to an approved C&D facility.

B. Background / Discussion

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

C. Financial Impact

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

D. Alternatives

1. Approve the request to allow Solid Waste and Procurement to enter into negotiations with the most responsive responder.
2. Do not approve and allow to discontinue.

E. Recommendation

It is recommended that Council approve the alternative one to allow the Solid Waste Division along with the Procurement Department to enter into negotiations with qualified proposers for transportation services of C&D materials.

Recommended by:
Paul F. Alcantar

Department:
Solid Waste Department

Date:
04/ 13/ 09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Contingent upon level of funding approved in the FY10 budget process.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-15-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Request for Proposals was advertised on October 13, 2008, there was a Pre-Conference on October 30, 2008 and four proposals were received on November 28, 2008. Proposals were evaluated by Solid Waste and Procurement and Allwaste Services, Incorporated was evaluated as the most responsive and responsible Proposer. Recommend approval to allow negotiations and award of a contract.

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Tony McDonald

Date: 4/15/09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Richland County Council Request of Action

Subject: Neighborhood Matching Grant Application and Guidelines 2009-2010

A. Purpose

The Neighborhood Improvement Program awards grants to neighborhood-based organizations to do projects that will make their neighborhoods better places to live, work, play, and shop. These projects may physically improve neighborhoods or help neighborhood organizations become stronger.

B. Background / Discussion

The Richland County Neighborhood Improvement Program would like to amend the matching grant program guidelines to require the following:

1. Limit grant awards to \$1,000.00 per fiscal year per association
2. Limit grant opportunities to real/true neighborhood associations/home owners associations thus requiring “partnership” with ineligible organizations as stipulated in the guidelines and application.
3. The three project categories and examples of possible projects are:
 - **Neighborhood Organization Development**
Activities that create new neighborhood organizations or increase membership in existing organizations to include newsletters and program flyers;
 - **Neighborhood Education/Recreation Initiatives**
Activities that promote after-school tutoring, adult education, career training, literacy, parenting, and health education; or, neighborhood-sponsored activities for children, outdoor events, festivals, and after-school recreational programs;
 - **Public Safety**
Neighborhood crime-watch signs, drug awareness and fire safety programs, and other programs that prevent or reduce crime;

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

If Richland County Council chooses to **approve** the request to change the Neighborhood Improvement Matching Grant Guidelines, they will be stipulated as attached.

If Richland County Council chooses to **not approve** the Neighborhood Improvement Matching Grant Guidelines, they will remain as stipulated in the attached format.

E. Recommendation

It is recommended that Council approve the request to update the Richland County Neighborhood Improvement Program Matching Grant guidelines to include the aforementioned changes.

Recommended by:
Tiaa B. Rutherford

Department:
Neighborhood Improvement Program

Date:
April 6, 2009

F. Reviews

Planning

Reviewed by: Joe Kocy

Date: April 10, 2009

Recommend Approval

Recommend Denial

No Recommendation

Comments: These changes will improve and enhance the grant program.

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:



GUIDELINES/INSTRUCTIONS FOR NEIGHBORHOOD MATCHING GRANT PROGRAM

What are Neighborhood Matching Grants?

The Neighborhood Improvement Program awards grants to neighborhood-based organizations to do projects that will make their neighborhoods better places to live, work, play, and shop. These projects may physically improve neighborhoods or help neighborhood organizations become stronger. Public safety, education, and recreational initiatives can also receive grants. *All projects must comply with applicable Federal, State, County, and City codes.*

Your organization will compete for grants with other organizations. ***The maximum amount of funds to be awarded by the Neighborhood Improvement Program will be \$1,000.00 per neighborhood association.*** You must match funds awarded with contributions of volunteer time, cash, or in-kind donations of goods and services that are at least equal to the total amount of funds requested. The County will reimburse the organization for materials and supplies purchased. All requests for payment reimbursement must be accompanied by receipt.

Projects will be evaluated on:

- The quality of the project (Is it well planned and ready to implement? What is the intended benefit?).
- Neighborhood participation and contribution.
- Need for the project.

Who may apply?

Neighborhood-based resident organizations that have attended one grant orientation. The organization must be open to anyone that lives in the neighborhood regardless of race, creed, color, religion, sex, age, national origin, or physical and mental disability and must actively seek membership from everyone in the neighborhood.

Partnerships are encouraged. Ineligible organizations may participate by forming partnerships with a qualified neighborhood organization. The neighborhood must be the lead applicant and play the most important role.

What Kinds of Projects are Eligible?

To be eligible, projects must:

- ✓ Provide a public benefit to the neighborhood and its residents.
- ✓ Involve neighborhood people directly in all phases.
- ✓ Be achievable by June 30th of the current fiscal year.

The three project categories and examples of possible projects are:

❖ **Neighborhood Organization Development**

Activities that create new neighborhood organizations or increase membership in existing organizations to include newsletters and program flyers;

❖ **Neighborhood Education/Recreation Initiatives**

Activities that promote after-school tutoring, adult education, career training, literacy, parenting, and health education; or, neighborhood-sponsored activities for children, outdoor events, festivals, and after-school recreational programs;

❖ **Public Safety**

Neighborhood crime-watch signs, drug awareness and fire safety programs, and other programs that prevent or reduce crime;

Who May Not Apply/What Kind of Projects are Ineligible?

Individuals, single businesses, county-wide organizations, social service, fraternal and religious organizations, universities, foundations, political groups, and public agencies are ineligible to receive funding from the Richland County Neighborhood Matching Grant Program.

Ineligible projects include:

- Operating budget expenses
- Purchasing computers or software materials

The Neighborhood Contribution

Your organization must match the funds you request from the Neighborhood Improvement Program. The value of your neighborhood contribution must be equal to or greater than the total dollars you are requesting in your application.

Neighborhoods may come up with the matching contributions in a variety of ways:

- Volunteer labor (valued at \$10 per hour).
- Cash.
- Donated supplies, equipment, or professional services.

GENERAL INSTRUCTIONS: Please type or print clearly. Please answer each question completely. You may use additional sheets if necessary. If the question does not apply to your project, please put "N/A" (not applicable). **AN APPLICATION FORM IS ATTACHED FOR YOUR CONVENIENCE.**

COMPLETING THE APPLICATION:

Before you begin filling out the application:

- Is it an eligible project?
- If not, what changes are needed to make it eligible?
- Do you have the time, energy, and commitment from the residents of the neighborhood to complete the project?
- Does your project require partnerships in order for the job to be effectively and efficiently carried out?

If you need help with the application or have questions, contact Tiaa B. Rutherford, Neighborhood Planner, at (803) 576-2166.

APPLICATION DEADLINE: Application deadline is May 15th, 2009. All projects must be closed out by June 30th of each fiscal year!

Please mail or bring completed application to:

**Neighborhood Improvement Program
Richland County Planning & Development Services
P.O. Box 192
2020 Hampton Street, 1st Floor
Columbia, SC 29202**



2009/2010 Neighborhood Matching Grants Program Grantee Funding Agreement

Grantee name:

Brief description of the project:

Amount of grant award:

Amount neighborhood will contribute in:

Cash: \$

Labor: \$

Name of partner: N/A

Amount partner will contribute in:

Cash: \$

In-Kind:

Materials:

Labor:

Professional Services:

Description of supplies/materials to be purchased (see project budget page in application)

Project to be completed by: **June 15, 2010**

Special Conditions: **Pictures of the event, volunteer list, receipts for items purchased.**

Must obtain written approval from the Richland County Public Works Dept and/or S.C.D.O.T. if sign will be located in the right-of-way.

Must obtain sign permit from the Richland County Planning Department Zoning Division.

Page 2

Grantee Funding Agreement

Item# 16

Attachment number 1
Page 6 of 13

Purchasing: The County will establish a Purchase Order Number for the grantee under its Procurement Department. The County will reimburse the grantee for materials/supplies/services purchased in conjunction with the grant project, not to exceed the total amount of the grant award. The request for reimbursement must be accompanied by receipt. The grantee may also submit an invoice from a selected vendor with payment due upon receipt of the materials/supplies/services. Once the invoice is submitted, a check to the grantee will be written for the grantee to purchase those materials/supplies/services detailed in the invoice. The Project Coordinator or Neighborhood Organization Leader must submit a receipt for items purchased within two weeks of receiving the materials/supplies/services. Checks will be given only to the Project Coordinator or Neighborhood Organization Leader as listed in this Agreement. The Project Coordinator or the Neighborhood Organization Leader should submit invoices and receipts to the Neighborhood Improvement Program Office.

Applicable Laws: The grantee must comply with all applicable laws, ordinances, and codes and shall secure all necessary permits.

Indemnification: The grantee indemnifies and holds the County harmless, including its elected officials, agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees and expenses arising out of or resulting from the carrying out of any portion of this Agreement, arising out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if a direct result of an act of the County.

Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to meet the match requirements, failure to provide volunteer labor, equipment or materials adequate to complete the project or failure to complete the project by the designated date. In such case, a notice of termination will be sent to the Project Coordinator and the Neighborhood Organization Leader.

The grantee shall also have the right to terminate this Agreement. A request to terminate by the grantee must be signed by the Project Coordinator and Neighborhood Organization Leader and submitted to the Neighborhood Improvement Program Office no later than the project completion date indicated on page one of this Agreement.

Extensions: Extensions may be granted only if:

- ☛ the request for an extension is made prior to the project completion date as indicated on page one of this Agreement;
- ☛ a revised grantee agreement is signed by the Neighborhood Planner, the Project Coordinator and the Neighborhood Organization Leader; and
- ☛ the project will be completed no later than June 15, 2009.

No extensions will be granted beyond June 15, 2010, unless approved by the Neighborhood Improvement Office. Grant monies not expended by June 15, 2010 will be forfeited by the grantee.

Page 3
Grantee Funding Agreement

Notice of Project Start-up: The Project Coordinator shall notify the Neighborhood Planner at least one week prior to the project start-up date in order to give staff ample time to notify the local media.

Notice of Project Participants and Partners: The Project Coordinator shall complete and return to the Neighborhood Planner a list of all project participants and any additional partners, including names and mailing addresses, within two weeks following project completion or by June 15, 2010, whichever comes first.

Project Coordinator

Date

Neighborhood Organization Leader

Date

Neighborhood Planner

Date



2009/2010 Neighborhood Matching Grant Application

County Council District: _____

Neighborhood/Organization: _____

Describe the Neighborhood (Association) Boundaries:

Neighborhood President/Chairperson

Name _____

Address _____

City/Zip _____

Phone _____

Project contact person

Name _____

Address _____

Phone _____

Email _____

AMOUNT REQUESTED

\$ _____

Project Category: *(check all that apply)*

- Neighborhood Education and Recreation Initiatives ()
- Organization Development ()
- Public Safety ()

Signature: _____

Application Checklist and Attachments

- ___ Application form is signed and complete
- ___ Bank Statement of Association
- ___ By-Laws of Neighborhood Association
- ___ Letters of Intent from partners (if applicable)

Eligibility

Funding preference will be given to Richland County neighborhoods that have attended one grant orientation.

Funding Limits:

Only \$1,000.00 will be granted per neighborhood association per year.

Submit application to:

Neighborhood Improvement Program
Richland County Planning & Development Services

2020 Hampton Street, P.O. Box 192
Columbia, SC 29202

Questions may be directed to:

***Tiaa B. Rutherford, Neighborhood Planner
(803) 576-2166***

***Erica L. Hink, Neighborhood Coordinator
(803)576-1340 or hinke@rcgov.us***

Project Description *(Please complete and attach the Project Budget Worksheet.)*

Please describe the project for which your organization is requesting grant funds. Include a narrative description of the project, the persons involved with completing project, affected community, and benefit to neighborhood association and residents. *Use additional paper if needed.*

What are the expected start & completion dates of the project? _____

Describe the neighborhood’s matching contribution and/or partnerships.

Project Budget

Name of Neighborhood: _____

Budget and Matching Funds

In the respective column, indicate whether the line will be paid with: Grant, Cash, or In-Kind monies.

DESCRIPTION OF ITEMS NEEDED FOR PROJECT	AMOUNT REQUESTED	MATCH (GRANT, CASH OR IN-KIND)	PROJECT TOTAL
1.	\$ _____	\$ _____	\$ _____
2.	\$ _____	\$ _____	\$ _____
3.	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____
6.	\$ _____	\$ _____	\$ _____
7.	\$ _____	\$ _____	\$ _____
8.	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

Additional Budget Narrative

(Detail the project budget calculation. Give explanations on how you calculated budget line items)

HOW NEIGHBORHOOD WILL MEET MATCH

1. Labor (Hours of labor _____ x \$10 per hour) \$ _____
 2. Other Sources (attach Letter of Intent) \$ _____
 - Other Sources (attach Letter of Intent) \$ _____
 - Other Sources (attach Letter of Intent) \$ _____
- TOTAL NEIGHBORHOOD MATCH** \$ _____

Please submit any estimates or quotes with this application



[Richland County Neighborhood Improvement Program](#) [Announces TWO Grant Programs for 2009-2010](#)

The Richland County Neighborhood Improvement Program has two grants programs for local communities for 2009-2010.

The Richland County Community Planning Grant is available to assist communities in 1). Addressing a known neighborhood deficiency; 2) Enhance the aesthetics of the neighborhood; 3) Complement other neighborhood investments (private or County); and 4) Implement the respective Master Plan or Richland County Comprehensive Plan.

Grant awards will be limited to one (1) \$10, 000 grants per Council District with a 20% up-contribution from Richland County to begin the project. Eligible applicants include Community and Neighborhood organizations, Homeowners Associations, and Property Owners Associations. Eligible activities include: Entrance signs to communities, Pedestrian-scale lighting, Sidewalk improvements, Streetscape landscaping, and Improvements to community owned parks (Parks owned by HOA or POA).

Projects will be evaluated on:

- The quality of the project (Is it well planned and ready to implement? What is the intended benefit?).
- Neighborhood participation and contribution.
- Need for the project

For more information on the Richland County Community Planning Grant, contact Tiaa B. Rutherford, (803) 576-2166 or email rutherfordt@rcgov.us.

The **Neighborhood Matching Grant** is available to neighborhood-based organizations to do projects that will make their neighborhoods better places to live, work, play, and shop. These projects may physically improve neighborhoods or help neighborhood organizations become stronger. Public safety, education, and recreational initiatives can also receive grants. *All projects must comply with applicable Federal, State, County, and City codes.*

Your organization will compete for grants with other organizations. *The maximum amount of funds to be awarded by the Neighborhood Improvement Program will be \$1,000.00 per neighborhood association.* You must match funds awarded with contributions of volunteer time, cash, or in-kind donations of goods and services that are at least equal to the total amount of funds requested. The County will reimburse the organization for materials and supplies purchased. All requests for payment reimbursement must be accompanied by receipt.

A match of 100% of volunteer time is required for all awarded grants. All projects must demonstrate a clear public benefit.

For more information on Neighborhood Matching grants, contact Erica Hink at (803) 576-1340 or email at hinke@rcgov.us.

The deadline to apply for both grant programs is **Friday May 15, 2009 at 4:00 pm.**

Program information and applications are online at:
<http://www.richlandonline.com/departments/Planning/NeighborhoodMatchingGrants.asp>.

Richland County Council Request of Action

Subject

Request to authorize the negotiation of a contract with Loveless and Loveless C&D Landfill for C&D Disposal services
[PAGES 92-94]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: C&D Disposal Services Contract

A. Purpose

County Council is requested to approve the Contact Negotiations process Between the Richland County Solid Waste & Procurement Departments and Loveless and Loveless C&D landfill for the purpose of C&D disposal services. Council is also requested to allow the Procurement Director to enter into a contract agreement based on outcome of negotiations.

B. Background / Discussion

- The Solid Waste Department contracts for C&D disposal Services for materials collected at the Lower Richland County drop off facility and yard waste from residential collections on the SE side of Richland County.
- The current disposal contract is due to expire June 30, 2009.
- C&D Materials from Lower Richland drop-off and residential yard waste collections have been going to the Loveless and Loveless C&D landfill since 2000.
- County Council has approved several contracts with this vendor since 2000 to provide the same type of services.

C. Financial Impact

The Lower Richland drop-off facility, as well as residential curbside yard waste disposal, costs are part of the solid waste departments enterprise fund. All costs for the disposal and transportation of C&D materials collected at the Facility or at curbside are budgeted yearly.

The Solid waste department costs are funded by revenues generated by user fees.

Below is a projected cost for the 2009-2010 budget. The previous year's cost for these services were \$380,000

2009-2010 Budgeted Estimated expenses

3065 – 5272 Special Contracts	315,000
3055 – 5272 Special Contracts	100,000

Estimated cost	\$415,000
----------------	-----------

No Contract will be awarded that exceeds the approved fiscal year 2010 budget for these services.

D. Alternatives

1. Approve the request to *negotiate a new contract* with Loveless and Loveless.
2. Do not approve - this would incur additional collection cost due to excess travel time for haulers bringing materials to the Richland County C&D landfill from the other side of the County.

E. Recommendation

It is recommended that Council approve the request to negotiate a new contract with Loveless and Loveless.

Recommended by:
Paul F. Alcantar

Department:
Solid Waste Department

Date:
04/ 14 / 09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Contingent upon approval of funds in the FY10 budget process.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-15-09

Recommend Approval

Recommend Denial

No Recommendation

Comments: Request for Proposals was solicited and approximately seven Contractors attended the Pre-Proposal Conference; we only received a response from Loveless & Loveless Incorporated (our current Contractor). The singular response was evaluated by an evaluation team comprised of evaluators from Solid Waste and Procurement. I recommend approval for the authority to negotiate and award of a contract.

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Tony McDonald

Date: 4/15/09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Richland County Council Request of Action

Subject

Intergovernmental Agreement between Richland County and the Town of Blythewood relating to the acceptance and maintenance of public roads and associated drainage systems **[PAGES 95-100]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: The Town of Blythewood Intergovernmental Agreement

A. Purpose

Council is requested to approve an agreement (Intergovernmental Agreement) between Richland County and the Town of Blythewood wherein the County will accept and maintain all public roads and associated drainage conforming to Richland County's standards.

B. Background / Discussion

The Richland County Department of Public Works presently maintains improved and unimproved roads in the Town of Blythewood. The request is for a continuation of services presently provided.

The agreement stipulates that no new roadway construction will be authorized by the town without the review and approval of the County.

C. Financial Impact

Public Works presently performs maintenance on roads and associated drainage within the Town of Blythewood, so continuation of this service would not increase costs to the County in this area.

Public Works does not review plans or inspect new construction in Blythewood. This service would increase work load for the plan reviewers and inspectors, which would not be compensated for through permit fees.

The Town of Blythewood is not an MS4, and the South Carolina Department of Health and Environmental Control (SCDHEC) presently handles storm water permitting and illicit discharge inspection. It is recommended that when SCDHEC requires Blythewood to become a permittee, and if the Town requests the County to manage that program, that it be handled as a separate agreement.

D. Alternatives

There are two alternatives that exist for this project and are as follows:

1. Approve the intergovernmental agreement with the Town of Blythewood.
2. Do not approve the intergovernmental agreement with the Town of Blythewood.

E. Recommendation

It is recommended that Council approve the agreement between the County and Town of Blythewood for the continued maintenance of public roads within the Town.

Recommended by: David Hoops, PE **Department:** Public Works **Date:** 4/20/2009

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: Council discretion

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.

4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the County shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

10. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

WITNESSES:

RICHLAND COUNTY

By: _____
Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Mayor

Richland County Council Request of Action

Subject

Request to approve a contract in the amount of \$1,466,434.19 to ABL Food Service for food service management at the Alvin S. Glenn Detention Center **[PAGES 102-103]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Food Service Management

A. Purpose

County Council is requested to approve the expenditure for \$1,466,434.19 for food service.

B. Background/Discussion

This is annual renewal for food service for the Alvin S. Glenn Detention Center. ABL has provided the Detention Center with quality food service for the past year. ABL Food Service is responsible to provide the inmates housed at the detention facility a nutritious meal. This also includes special diets for medical and religious purposes. ABL will service approximately 1,225,400 meals for FY 09/10.

C. Financial Impact

The estimated expenditure is \$1,466,434.19 of the \$5,051,525.00 requested in Account # 2100-5265, Professional Service. Also, additional cost would be incurred if the population exceeds 1150 on any given day.

D. Alternatives

1. Renew the ABL Food Service Management Contact.
2. Do not renew contract

E. Recommendation

It is recommended that Council approve the negotiations and renew the contract to ABL Food Service Inc for the approximate amount of \$1,466,434.19

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 3/21/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Recommendation contingent upon inclusion and approval in the FY10 budget.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Richland County Council Request of Action

Subject

Request to approve a contract in the amount of \$3,571,090.93 to Correct Care Solutions for prison health services at the Alvin S. Glenn Detention Center [**PAGES 105-106**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Renew Contract with Correct Care Solution Detention Center Medical Services

A. Purpose

The Detention Center requests for County Council renew the medical contract with Correct Care Solutions (CCS). The renewal is for \$3,571,090.93 for FY 09/10 with Correct Care Solutions for inmate medical services.

B. Background / Discussion

In September 2005, County Council decided to terminate its inmate services medical contract with Prison Health Service. After a formal procurement process, County Council elected to award CCS the inmate medical service contract for the Detention Center in March 2006. This is the second year on this medical contract.

This is an annual process for budget items over \$100,000.00 to be taken before Council for approval. The Detention Center is satisfied with the vendor service, and any issue that have come up, we have been able to resolve them quickly.

C. Financial Impact

The estimated expenditure is \$3,571,090.93 of the \$5,051,525.00 requested in account # 2100-5265, Professional Services.

D. Alternatives

1. Approve the request to renew the contract with Correction Care Solutions.
2. Do not approve renewal.

E. Recommendation

The Department recommends that Council approve the request to renew the medical contract with CCS.

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 3/21/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4-9-09

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommendation based on inclusion and approval in the FY10 budget process.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date: 4-10-09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date: 4-10-09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Richland County Council Request of Action

Subject

Request to approve a contract in the amount of \$259,201.00 to Honeywell, Inc. for full maintenance coverage on the fire and security system at the Alvin S. Glenn Detention Center **[PAGES 108-109]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Honeywell Inc.

A. Purpose

County Council is requested to approve the expenditure in the amount of \$259,201.00 for full maintenance coverage on the fire and security system for the Bluff Road Facility.

B. Background / Discussion

Honeywell, Inc. provides full coverage on the fire and security systems. This request was first made during the 94-95 FY budget process. Council has renewed the Honeywell, Inc. contract each year since 94-95 FY. Funding for the contract has been requested in the FY 08-09 budget. This vender has provided excellent service for FY 08/09

Honeywell provide service to the security and fire system to the facility. The security system consists of motion detectors, cameras, door alarms, and control panels. The fire system consists of the sprinklers, smoke evacuators, and detectors.

C. Financial Impact

The estimated expenditure is \$259,201.00 of the \$489,954.00 requested in Account #2100-5226, Service Contracts.

D. Alternatives

1. Approve the request to renew the contract to Honeywell, Inc. for \$259,201.00 for FY 08-09.
2. Do not approve contract for the expenditure of maintenance coverage on the fire and security system for the Bluff Road Facility.

E. Recommendation

It is recommended that Council approve the request to renew the contract for Honeywell, Inc. for \$259,201.00 for FY 09/10 .

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 3/21/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4-9-2009

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Recommendation is contingent upon the inclusion and approval in the FY10 budget process.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date: 4-10-2009

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date: 4-10-2009

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Richland County Council Request of Action

Subject

Request to approve a contract with PayTel Communication for inmate telephone services at the Alvin S. Glenn Detention Center [PAGES 111-112]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: PayTel Extension

A. Purpose

County Council is requested to grant the Inmate Telephone System a contract to the most responsive vendor, Paytel Communication Inmate Telephone systems.

B. Background / Discussion

After an extensive RFP process the Detention Center chose PayTel Communication to continue to be its service provider for the Inmate Telephone System.

The County has had a long relationship with Paytel Communication. PayTel was one of the first company in the state of South Carolina to offer an inmate telephone system.

The Inmate Telephone System generates annual revenue of approximately \$300,000 to the general funds. Additionally, this has been very responsive concerning any modification to the inmate telephone system.

The phone system allows the Detention Center and Sheriff Department to monitor and record calls, trace and block telephone numbers. PayTel Communication maintains the information at their service center located in Greenville, SC. When the information is needed it is readily available, and can be downloaded to the RCSD or ASGDC

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

1. Approve the request for a two-year extension for PayTel Communication.
2. Do not approve

E. Recommendation

Recommend Council to approve the two-year extension for PayTel Communication:
Alternatives #1

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 3/26/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/09/09

✓ Recommend Approval

- Recommend Denial
 - No Recommendation
- Comments:

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Five companies responded to our solicitation Request for Proposal RC-003-P-0708; all five companies were evaluated by an appointed Evaluation Team. Pay Tel was evaluated as responsive, responsible and most advantageous to the County.

Legal

Reviewed by: Larry Smith

Date: 4-10-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date: 4-20-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Richland County Council Request of Action

Subject

Request to approve a contract in the amount of \$143,748.00 to W.B. Guimarin & Company for heating and air conditioning system maintenance at the Alvin S. Glenn Detention Center [**PAGES 114-115**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: W.B. Guimarin & Company, Inc.

A. Purpose

County Council is requested to approve the expenditure for \$143,748.00 on maintenance for the Bluff Road Facility Housing and Energy Plant.

B. Background / Discussion

W.B. Guimarin & Company Inc. is not the only company that can service the equipment, but is a preference as the original installer. Other companies can provide service, but at a higher rate and must learn the system. This request was first made during the 94-95 FY budget process. Council has renewed the W.B. Guimarin & Company contract each year since the 94-95 FY. Funding for the contract has been requested in the FY 09-10 budget.

The company provides services to heating ventilation, air conditions (HVAC) system at the Detention Center. The service is needed to ensure the environment is a climate control. This aids the officers in managing the inmate population.

C. Financial Impact

The estimated expenditure is \$143,748.00 of the \$--489,954.00 requested in Account #2100-5226, Service Contracts.

D. Alternatives

1. Approve the request to renew the contract to W. B. Guimarin & Company in the amount of \$143,748.00 for FY 08-09.
2. Do not approve contract for the expenditure of maintenance to the Bluff Road Housing and Energy Plant from W.B. Guimarin & Company in the amount of \$143,748.00 for FY 09-10.

E. Recommendation

It is recommended that Council approve the request to renew the contract for W.B. Guimarin & Company in the amount of \$143,748.00.

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 3/20/2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/09/09

✓ Recommend Approval

- Recommend Denial
- No Recommendation

Comments: Recommendation contingent upon the inclusion and approval in the FY10 budget process.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date: 4-10-2009

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date: 4-10-2009

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Richland County Council Request of Action

Subject

Request to approve funding from undesignated Hospitality Tax funds for repairs to the Hampton-Preston Mansion
[FIRST READING][PAGES 117-125]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Repair of Hampton-Preston Mansion

A. Purpose

The purpose of this report is to request the County Council's consideration of funding needed repairs to the Hampton-Preston Mansion.

B. Background / Discussion

The Hampton-Preston Mansion is one of two historic homes owned by Richland County, the second being the Woodrow Wilson Home. By written agreement, both properties are operated and managed by the Historic Columbia Foundation. The County has retained the responsibility for all capital improvements.

County Administration was recently notified by Historic Columbia that an extensive roof leak has caused significant damage to the interior of the Hampton-Preston Mansion, and, if allowed to continue, could threaten the structural integrity of the building.

In order to address the problem, a two-phase approach is recommended. The first and most immediate phase would be the sealing of the roof to stop the water infiltration. Once this has been completed, the second phase would be undertaken, to include an assessment and repair of the damaged interior.

C. Financial Impact

The estimated cost of phase one, or the sealing of the roof, is \$15,000. While the cost of phase two cannot be accurately determined until a formal assessment has been completed, a preliminary estimate suggests that the repair of the interior damage will cost between \$50,000 and \$100,000. It is proposed that funding be addressed as follows:

1. An immediate appropriation of \$15,000 from budgeted, undesignated funds from the Hospitality Tax (requires one vote of Council) to make the immediate repairs necessary to stop the water infiltration.
2. An appropriation from Hospitality Tax fund balance (requires three readings) to correct the damage caused by the water infiltration, at an estimated cost of between \$50,000 and \$100,000.

D. Alternatives

The following alternatives exist with respect to this request:

1. Approve the proposed funding plan as outlined above, to include an immediate appropriation of \$15,000 for roof repairs and a future appropriation for interior damage.

2. Approve the funding for roof repairs only, at a cost of \$15,000, and do not approve funds for repairing the interior damage, in which case the water infiltration would be stopped but the interior damage would not be addressed.
3. Do not approve any funding for this project.

E. Recommendation

Recommend approval of the funding plan as outlined under the Financial Impact section, i.e., an immediate appropriation of \$15,000 (one vote) from Hospitality Tax undesignated budgeted funds for roof repairs, and first reading of a budget amendment appropriating between \$50,000 and \$100,000 from Hospitality Tax fund balance for repair of interior damage.

Recommended by: Tony McDonald **Department:** Administration **Date:** 3/2/09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/13/09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Council discretion on funding decision. If approved using hospitality tax funds, Council has the latitude to approve the complete funding with one vote since funds are appropriated but not designated for a specific use. No budget amendment is required.

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Recommend approval of the funding to repair the roof to protect the County's assets. However, I would recommend that the County receive a firm appraisal of the cost of repairing the interior before appropriating funds for that project.

Administration

Reviewed by: Tony McDonald

Date: 4/13/09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:



**Hampton-Preston Mansion
Physical Needs Assessment
April 2009**

Overview

The following information documents physical conditions within the Hampton-Preston Mansion at 1616 Blanding Street that necessitate capital repairs to prevent further structural damage and the deterioration of this circa-1818 masonry structure's interior plasterwork.

Water Penetration

Prior repairs to the structure's copper roof components have reached the end of their life expectancy. Suggested course of action to eliminate failure of breached system was supplied by Western Waterproofing Company, a Charlotte, North Carolina firm that has performed masonry repairs on the Seibels House, Robert Mills House, and the Hampton-Preston Mansion within the past ten years. The company's plan for addressing the current issue plaguing the Hampton-Preston Mansion's roof is as follows:

- ❖ Install a 3-part coating membrane system (Epoxy Metal Primer/Decothane SP/Reemat Premium/Decothane SP) to entire affected surface ensuring uniform application.
- ❖ Cost of treatment – \$15,000.00
- ❖ Course of action will prevent further exterior damage noticeable in figures 1 & 2, which illustrate the extent to which these leaks have saturated both the low-fired porous bricks and their stucco treatment.
- ❖ Suggested treatment will halt interior damage that has occurred within both second-story south-facing rooms and first-story southwest and northeast rooms, all of whose plaster ceilings suffer from varying levels of powdering and flaking paint (see figures 3 & 4).
- ❖ Repairs of copper roof/gutter system will prevent further rot, which has begun in key areas of wood trim where saturation from rain has been greatest.
- ❖ Repairs will prevent the expected growth of mold within collections storage and period display rooms found within both the second and first stories.

Trim and Finish Repairs

Following repairs to the structure's failing copper roof/gutter system areas of damaged woodwork and plasterwork will need to be addressed. Areas affected will include:

- ❖ Fascia boards, lower right corner of south pediment (repair, prime, and paint)
- ❖ Ceiling, first-story south hallway [south aspect] (scrape, prime, and paint)
- ❖ Ceiling, first-story southwest parlor [southwest corner] (scrape, prime, and paint)
- ❖ Ceiling, first-story northeast dining room [northeast corner] (scrape, prime, and paint)
- ❖ Ceiling, second-story, southwest storage room [southwest and northwest aspects] (scrape, prime, and paint)
- ❖ Ceiling & wall, second-story, southeast storage room [south wall] (repair, scrape, prime, and paint)



Figure 1 – Image illustrates active leak within copper roof/gutter system that has allowed rainwater to saturate the solid masonry wall of the structure's south façade to the point that stucco is weeping.



Figure 2 – Image illustrates water infiltration experienced at the southeast corner of structure's second story. Saturation of stucco surface is consistent with damage discovered with the building's second-story southeast collections storage room.

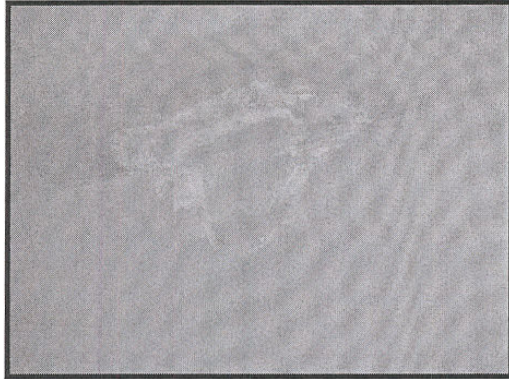


Figure 3 – Image illustrates plaster discoloration and powdering experienced within structure’s second-story southeast collections storage room ceiling and south wall. Damage trails are consistent with areas of saturation illustrated in Figure 1.



Figure 4 – Southwest second-story collections storage room has experienced damage to both its ceiling and floor along the west well. This image illustrates damage caused when water penetrated the room’s floor after having saturated over fifteen feet of masonry wall. Damage incurred included damage to (1) historic coverlet, which had been stored on rack in foreground and discoloration of wood trim and floorboards. Left untreated, original historic wood trim will continue to decay and mold growth will accelerate.

Collections Impact

Left unchecked, the following conditions will not only accelerate the deterioration of the site’s greatest artifact – the 1818 mansion, they will most immediately imperil thousands of artifacts stored within the structure’s second-story rooms. Many of these artifacts, namely textiles, paper-based items such as historic documents, and furnishings are highly susceptible to moisture-related damage and mold growth, which will occur if the roof/gutter breach is not remedied. As Historic Columbia Foundation has no alternative storage venue for the care of these items, and those that comprise the historic property’s period rooms, time is of the essence in addressing the situation.

Future Concerns

Future capital improvements will need to address the deterioration of the structure’s south portico floor joists, some of which exhibit rot and old termite damage. Currently, conditions require careful monitoring to ensure deterioration does not accelerate.

Historic Columbia Foundation



Fig 2



Fig 3

Larry W Grubbs
Director of Properties and Grounds

Page 2

Item# 24

Attachment number 1
Page 6 of 9



Fig 4

Figs 6,7, and 8 show water penetration in attic directly below fiberglass seam (fig2). Fig 5 shows the area in attic where the water penetrates. Allen Moore from Western Waterproofing said he looked at this problem back in 1999 and said they did not install the excising seams. After talking with John Sherrer he informed me that Stanick Roofing Co. installed the fiberglass seams. From the looks of the damage this has been an on going problem for at least 6years if not longer and is getting worst every time it rains.



Fig 5



Fig 6



Fig 7

Historic Columbia Foundation



Fig 8

Everywhere these fiberglass seams are located (east side) there is a water problem. Fig 9 shows the seams on the SE corner and fig 10 shows the water penetration.

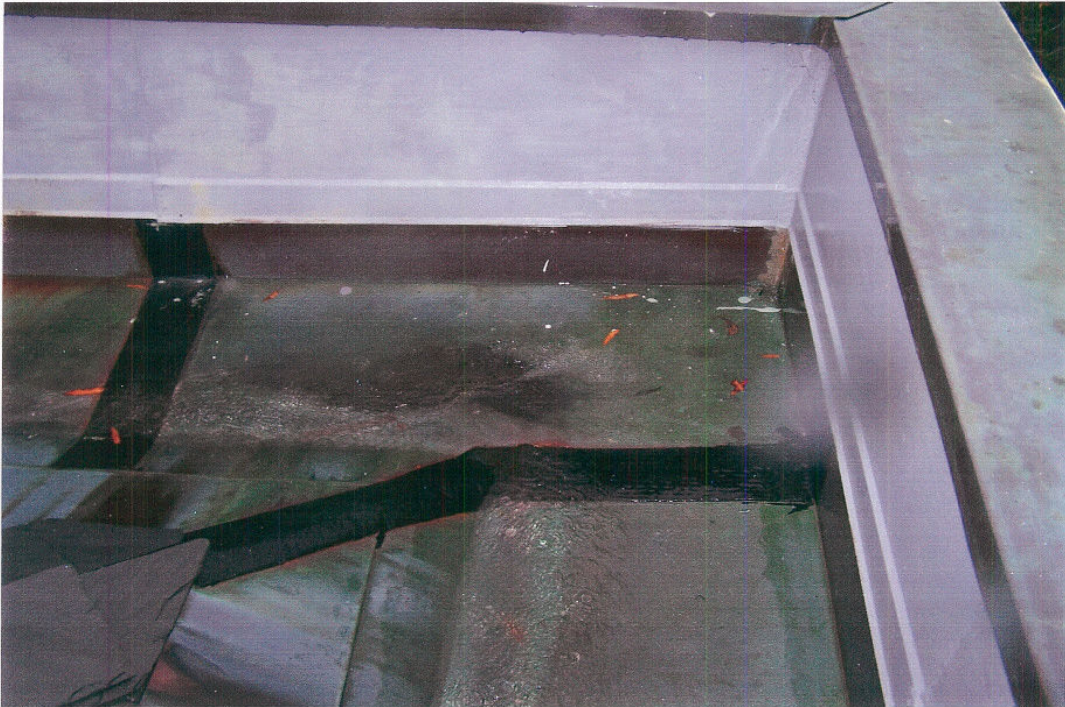


Fig 9

Larry W Grubbs
Director of Properties and Grounds

Page 5

Item# 24

Attachment number 1
Page 9 of 9

Richland County Council Request of Action

Subject

Request to approve a contract with Palmetto Posting, Inc. for the purpose of posting properties with delinquent ad valorem property taxes [PAGES 127-133]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Contract Approval with Palmetto Posting, Inc.

A. Purpose

County Council is requested to approve a contract with Palmetto Posting, Inc., for the purpose of posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.

B. Background / Discussion

Palmetto Posting, Inc. provided property posting services in a timely, efficient and cost effective manner for the prior tax year. Palmetto Posting, Inc. possesses the unique and singularly available capacity to meet the County's requirements for posting of delinquent properties for this tax year according to statute.

C. Financial Impact

There is no financial impact to the County's General Fund. All monies expended for the posting of properties come from the Tax Sale Account, 7510, a revenue fund that can only be used for services and notices related to delinquent property taxes.

It is anticipated that the financial impact of this request will be no more than \$130,000.00 to account 7510. This amount has been requested as part of the County Treasurer's authorized budget for Fiscal Year 09-10.

D. Alternatives

1. Approve the request for the County to enter into a contract with Palmetto Posting, Inc., at rate and cost estimates provided, for the purpose of posting of property in Richland County on which delinquent ad valorem property taxes are due. This request will increase the speed and accuracy of the process for the county and our taxpayers, and will not impact the General Fund.
2. Do not approve.

E. Recommendation

It is recommended that Council approve the request to enter into a contract with Palmetto Posting, Inc.

Recommended by:
David A. Adams

Department:
Richland County Treasurer

Date:
April 2, 2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Procurement

Reviewed by: Rodolfo Callwood

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: Tony McDonald

Date: 4/14/09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:



JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Definitions that should be used when determining a True Sole Source Purchases

Sole Source Procurement is when only **ONE VENDOR/CONTRACTOR** possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular time. When the required equipment, supplies, construction, or services are available from only one source and no other type of property or services will satisfy the need. A "**True Sole Source**" product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason why specifications suitable for full and open competition could not be developed or meet your needs and **why** it is necessary and in the county best interest. The use of Sole Source addresses the source of a product or services not the item itself.

The following examples describing circumstances which could necessitate "Sole Source" procurement:

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. **REQUIRING DEPARTMENT:** Treasurer's Office

NAME OF REQUESTOR: David Adams

TELEPHONE: 803-576-2275

2. **DESCRIPTION OF ACTION.**

- a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source
- b. For sole source requests, provide the contractor name, point of contact, address and phone/fax numbers and e-mail address. If a sole source manufacturer distributes via Vendors, provide Vendors information here.

Company: Palmetto Posting

Point of Contact: Terry O'Brien

Telephone #: 864-585-8080

Fax #:

Address: 150 E. Henry Street, Suite 201 Spartanburg, SC 29306

3. **DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

Item:

4. **EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.**

For Sole Source Requirements:

- (1) Explain why the item is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery.
- (2) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work.
- (3) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) design/drawing/specification requirements.
- (4) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage. For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements.
- (5) Provide Sole Source information requested above.

5. **PROPRIETARY INFORMATION:**

- a. If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block.

The equipment and software are proprietary to:

6. **DOCUMENTATION OF REVIEW OF SPECIFICATIONS FOR SPARE AND REPAIR PARTS.** If the procurement is for spare or repair parts, include a statement that the specifications have been reviewed and meet the minimum functional requirements of the government.

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

David A. Adams, Treasurer

Account Code
7510-5265

Telephone
803-576-2275

Date
4/2/09

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

PROCUREMENT DIRECTOR

Name and Signature

Date:

I CERTIFY THAT THE REPRESENTATIONS UNDER MY COGNIZANCE ARE BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

ADMINISTRATOR

Name and Signature

Date:

Attachment for Sole Source Form

3. Description

County Council is requested to approve a contract with Palmetto Posting, Inc., for the purpose of posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.

4. Explanation

To perform the duties required by State Law 12-51. If this is not approved, we will not have the capacity to perform these duties.

There is no other service of this kind available currently.

MEMORANDUM

TO: Mr. Rodolfo Callwood, Procurement Director

FROM: David A. Adams, Treasurer

RE: Palmetto Posting

Attached you will find documentation relating to the County's updated contract with Palmetto Posting. Mr. Brad Farrar, Deputy County Attorney, has reviewed the updated contract for us and we are now forwarding it to you to be placed on the Administration and Finance Committee's upcoming Agenda. Their agenda deadline is Tuesday, April 14, 2009. Expenditures under this contract will exceed \$100,000 and we are seeking County Council approval to move forward as we have the last two years.

There is no financial impact to the County's General Fund. All monies expended for the posting of properties come from the Tax Sale Account, 7510, a revenue fund that can only be used for services and notices related to delinquent property taxes.

Thank you for your help. Should you have any questions or need any additional information, please contact me at 576-2275.

Richland County Council Request of Action

Subject

Request to authorize the County Administrator to proceed with negotiations for the purchase of a 17,000 square foot public safety facility on 2.89 acres on Pineview Drive **[PAGES 135-136]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Purchase of Public Safety Facility

A. Purpose

Council is requested to approve the County Administrator to proceed with negotiations for the purchase of a public safety facility.

B. Background / Discussion

There exists a need for a facility for the Coroner and Sheriff. The Coroner's facility, currently located on Taylor Street, is undersized, old, and in disrepair, and the rent for this facility continues to increase. The Sheriff also needs additional space for operations.

A 17,000 square foot facility on 2.89 acres on Pineview Drive is available. All utilities are available at the site, and there is ample parking for employees and the public. The facility is located one-tenth (0.10) of a mile from the intersection of Garners Ferry Road and Pineview Drive, and is in close proximity to the County's EMS Station.

The Sheriff and Coroner have reviewed the facility layout, and have determined space programming needs.

C. Financial Impact

The Administrator is to receive an offer from the seller by Friday, April 24, 2009, after which time negotiations may commence.

D. Alternatives

1. Approve the County Administrator to proceed with negotiations for the purchase of the public safety facility.
2. Do not proceed with this request at this time.

E. Recommendation

It is recommended that Council approve the County Administrator to proceed with negotiations for the purchase of the public safety facility.

Recommended by: J. Milton Pope **Department:** Administration **Date:** 4-13-09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Funds are available through the Capital Improvement Program approved by Council designated for Public Safety Facilities.

Legal

Reviewed by: Larry Smith

Date:

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments:

Administration

Reviewed by: J. Milton Pope

Date: 4-23-09

- Recommend Approval
- Recommend Denial
- No Recommendation

Comments: Funds have been appropriated for this project...

Richland County Council Request of Action

Subject

Request to approve a construction contract with the lowest responsive bidder for renovation of the Township Auditorium [**PAGES 138-139**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Township Auditorium Renovations

A. Purpose

The purpose of this report is to seek County Council's approval to enter into a construction contract with the lowest responsive bidder for the renovation of the Township Auditorium.

B. Background / Discussion

Previously, Council determined and funded a major renovation of the Township facility. There have been several updates to Council on the progress of the project up to this point. Stevens and Wilkinson was selected as the architectural firm to design and work on the Counties behalf and to insure compliance with the intent of the design during construction. The design phase has now been completed and a prebid meeting held with all interested contractors on 3/31/09. The bids are due to Procurement on 4/21/09 where S&W will review for compliance with all applicable requirements to recommend the most responsive responder.

In order to insure that the project can begin as close to the planned facility closure date of 5/30/09, staff is requesting that Council provide permission to the Procurement Director to negotiate and award the construction phase contract to the most responsive bidder. Allowing this request will greatly minimize the downtime of the facility and allow the selected contractor to begin work almost in conjunction of the facilities last show date. It is understood that no contract will be awarded that would exceed the existing budgeted funds specified for this project.

The selected bidder and contract cost information will be relayed back to Council as soon as the details are finalized.

C. Financial Impact

The financial impact with contingencies will not be allowed to exceed the funding previously allotted by Council for this project. There is currently \$11,034,532.68 remaining after the procurement of the professional services that were necessary to get us to this phase of the project. There are sufficient funds based on the architects cost estimates.

D. Alternatives

1. Approve the request to award to the lowest, responsible and responsive bidder.
2. Do not approve the request and staff will return in June with a contract recommendation and cost of the project before approval. The negative impact will be an increase in the facility closure timeline as the project will not be able to proceed until the approval process has been completed.

E. Recommendation

It is recommended that Council approve alternative #1 to award a contract with the most responsive bidder, once selected, to reduce the negative closure impact on the operations of the Township.

Recommended by: John Hixon **Department:** Facilities and Grounds **Date:** 4/1/09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommendation based on Facilities Manager. Funds are available as stated in financial impact section.

Procurement

Reviewed by: Rodolfo Callwood

Date: 4-9-09

Recommend Approval

Recommend Denial

No Recommendation

Comments: After bids are accepted and evaluated a recommendation will be brought before council to award a contract to the lowest responsive and responsible Contractor whose bid complies materially with the bid as publicized.

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Tony McDonald

Date: 4/10/09

Recommend Approval

Recommend Denial

No Recommendation

Comments: The bidder information will not be available by the time this item is before the D&S Committee but will be available by the time the item reaches the full Council. The bidder information, therefore, will be presented at that time.

Richland County Council Request of Action

Subject

Request to approve a budget revision to the VAWA Criminal Domestic Violence Grant [**PAGES 141-143**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: VAWA Criminal Domestic Violence Grant Revision Grant

A. Purpose

County Council is requested to approve a budget revision of VAWA Criminal Domestic Violence Grant 1K08027, which is allocated in Court Administration's Victim's Assistance 1860730 08/09 FY budget. The grant supports the Centralized Criminal Domestic Violence Court (75% Federal 25% County match).

B. Background / Discussion

The current grant provides for two part-time solicitors at \$20.50 an hour. The salary is not competitive and retention of solicitors at this hourly rate has proved nearly impossible. This rate was established at \$20.00 per hour in 2002 and has only increased by fifty cents an hour. Our goal is to increase the salary to \$30.00 an hour with up to 30 hours a week for just one solicitor. The increase in salary and hours per week will aid in retention. The \$12,741.00 balance of the grant funds would be used to purchase equipment and printed materials as follows:

Equipment (over 1K):

1. Lap top for Grant Partners Sister Care and Domestic Abuse Center to aid in court participation and record keeping of cases heard in the Richland County Central Court 2@\$1267=\$2534.00
2. Motorized projector screens and mounting equipment in two courtrooms where CDV cases are tried. 2@\$1320=\$2640

Other:

1. Replacement computers for solicitor's office, originals purchased in 2002 with first grant, 3 @ \$846=\$2538.00.
2. Big and tall chair for investigator, replacement of original chair bought in 2002 1@\$635.00.
3. Color laser jet printer for printing victim's pictures for court (injuries) replaces obsolete desk jet purchased in 2002, 1@\$494.00.
4. Replacement fax for solicitor's office (old one broken, borrowing from Central Court) \$193.00.
5. Copier for solicitor's office 1@\$640.00.
6. Digital recorder to use for CDV interviews and recording case notes 1@\$165.00.

7. Printing costs for Sister Care for tear off sheets and posters in English and Spanish that inform domestic violence victims of their rights. The informational tear off sheets and posters will be placed throughout the County. \$2500.00

No other action has taken place at this time by County Council.

Court Administration has prepared the revision and has presented it to County Administration.

The funds already exist in the current budget. This revision would change the line item budget, allowing for equipment, printed materials for victims, and a more competitive salary for the prosecutor/solicitor with up to 30 hours a week.

C. Financial Impact

There is no additional financial impact with this revision as the funds are already allocated in this FY budget.

D. Alternatives

1. Approve the request to revise the budget.
2. Do not approve the request to revise the budget.

If the request is approved, the CDV program will be better prepared to retain a solicitor at a competitive hourly rate. Additionally, the balance of the grant will be used to provide much needed equipment for Richland County, Sister Care, the Domestic Abuse Center, and to provide victim rights information to the citizens.

If the request is not approved, the grant funds cannot be reallocated without an approved, authorized revision signed off by the Office of Justice Programs and the County's Grant Official/County Administrator. Richland County will lose the salary funds awarded in this grant because the County cannot retain a part-time prosecutor paid at \$20.50 an hour.

E. Recommendation

I recommend approval of the request.

Recommended by: Wanda Kelly **Department:** Court Administration **Date:** April 20, 2009

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [**PAGES 145-148**]

Purpose

Committee Recommendation

COMMITTEE RECOMMENDED APPROVAL

Council Action (First Reading)

THIS ITEM RECEIVED FIRST READING ON OCTOBER 7, 2008

Council Action (Second Reading)

THIS ITEM RECEIVED SECOND READING ON DECEMBER 6, 2008

Public Hearing

THIS ITEM RECEIVED A PUBLIC HEARING ON FEBRUARY 3, 2009

On Agenda As A Consent Item Yes

On Agenda For Public Hearing No

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

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

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

SECTION I. The Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16; is hereby amended to read as follows:

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

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

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

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

placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after [August 3, 2009](#).

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 7, 2008
Second Reading: December 16, 2008
Public Hearing: February 3, 2009
Third Reading: May 5, 2009 (tentative)

Clarification of Ordinance Amendment Requiring Bagging of Yard Debris

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

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

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

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

Richland County Council Request of Action

Subject

An Ordinance repealing sections of the Richland County Code of Ordinances, specifically the provisions of Article VIII, entitled "Personnel Regulations," of Chapter 2, entitled "Administration" **[PAGES 150-199]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

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

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

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

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

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

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article VIII, Personnel Regulations; is hereby repealed in its entirety, and is reserved for future use.

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

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST this the ____ day of _____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Employee Handbook



NOT A CONTRACT

/

Draft
April 17, 2009

Future/3A/1C

Item# 30

Attachment number 2
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DISCLAIMER

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

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

[Signature]

Date

Printed Name

General

Management Philosophy

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

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

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

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

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

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

Chain of Command

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

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

Standards

All employees are expected to:

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

Employee Relations

Equal Employment Opportunity

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

Anti-Harassment

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

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

Sexual Harassment

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

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

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

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

Complaint Procedure and Investigation

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

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

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

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

-- IMPORTANT --

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

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

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

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

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

Retaliation

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

Americans With Disabilities Act

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

Diversity

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

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

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

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

Nepotism/Employment of Relatives

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

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

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

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

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

Conflict of Interest

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

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

Gifts and Gratuities

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

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

Political Activity

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

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

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

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

Code of Ethics

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

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

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

Attendance

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

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

Personal Appearance

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

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

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

Selling and Solicitation

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

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

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

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

Travel and Expense Reimbursement

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

Use of County Vehicles

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

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

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

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

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

Media Communication

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

Employment

Hiring/Recruiting

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

Security Identification Badges

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

Employment Status

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

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

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

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

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

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

Probationary Period

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

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

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

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

Outside Employment

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

Notice of Resignation

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

Safety and Security

Workplace Privacy

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

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

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

Security

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

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

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

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

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

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

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

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

Smoke Free Workplace

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

Workplace Violence

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

Information Access and Release

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

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

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

Subpoenas

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

Employee Protection Line

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

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

Safety

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

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

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

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

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

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

Computer/Internet Abuse

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

The following personal computer use is absolutely forbidden:

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

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

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

Inclement Weather or Emergency Conditions

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

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

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

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

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

Drug Free Workplace Policy

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

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

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

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

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

Compensation, Wage & Hours of Work

Compensation Philosophy

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

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

Classification System

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

Hours of Work

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

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

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

Overtime and Compensatory Time

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

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

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

Payment of Wages

Employees are paid every other Friday by direct deposit.

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

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

Personnel Actions

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

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

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

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

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

Longevity Performance Bonus Pay

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

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

Holidays and Leave

Holidays

The County observes the following holidays:

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

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

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

County Council may declare additional days as holidays.

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

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

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

Annual Leave

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

Regular full-time employees accrue annual leave as follows:

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

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

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

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

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

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

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

Sick Leave

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

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

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

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

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

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

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

Advanced Sick Leave

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

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

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

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

Administrative Leave With Pay

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

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

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

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

Catastrophic Leave

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

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

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

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

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

Military Leave

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

Jury Duty

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

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

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

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

Bereavement Leave

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

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

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

Disability and Personal Leave

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

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

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

Disability leave begins on the first day of absence.

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

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

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

Disability and Personal Leave

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

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

Reason for Leave of Absence

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

Length of Leave

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

Effect of Leave on Paid Time Off

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

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

Effect of Leave on Accrual of Fringe Benefits

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

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

Employee Responsibility

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

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

Modified Light Duty

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

Termination of Leave of Absence

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

Reinstatement

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

Extension of Leave Without Benefits

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

Automatic Termination of Employment

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

Special Situations

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

Benefits

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

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

Health, Dental and Life Insurance

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

Retirement

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

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

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

Deferred Compensation

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

Supplemental Insurance Benefits

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

Workers' Compensation

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

COBRA

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

Section 125

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

Teleworking

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

Alternative Work Schedules

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

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

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

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

Employee Assistance Program

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

Credit Union

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

Training and Development

Training and Development

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

Tuition Assistance Plan

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

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

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

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

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

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

Employee Performance

Performance Evaluations

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

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

Discipline

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

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

Examples of Conduct Warranting Disciplinary Action

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

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

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

Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

The Employee Grievance Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to delete Section 26-184. Parks and Open Space, and to provide for the use of the Green Code's flexibility in the various zoning districts **[PAGES 201-211]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO DELETE SECTION 26-184, PARKS AND OPEN SPACE, AND TO PROVIDE FOR THE USE OF THE GREEN CODE'S FLEXIBILITY IN THE VARIOUS ZONING DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-184, Parks and Open Space; is hereby amended to read as follows:

Sec. 26-184. ~~Parks and open space~~ Reserved.

~~(a) — Purpose and applicability.~~

- ~~(1) — Purpose. The common open space and park standards contained herein are established to provide an option for the reservation of open space in residential development in Richland County. Preservation of open space and parks in developing areas serves a variety of purposes, including meeting the recreational needs of residents, reducing stormwater runoff, and enhancing air quality.~~
- ~~(2) — Applicability. The parks and open space options contained in this section shall apply to minor and major residential land developments and to minor and major residential subdivisions.~~

~~(b) — General parks and open space requirements.~~

- ~~(1) — Minimum amount of park land or open space to be reserved. Developers wishing to use the design flexibility standards of subsection (c) below, must reserve at least ten percent (10%) of the total project area as park land or open space. In addition, at least 50% of the reserved park areas or open space shall be usable, i.e. made accessible for pedestrian and/or aquatic use, or consists of land that could otherwise be developed and does not slope more than 33°.~~
- ~~(2) — Acceptable land for park land or open space reservation. Land reserved to meet the requirements of this section shall be subject to the following standards:~~

a. ~~Water features.~~ Bodies of water, such as ponds, lakes, streams, wetlands, and flood plains, may be used to fulfill the open space requirement.

b. ~~Land burdened with easements.~~ Land that is burdened with easements may be used, provided that the easements do not interfere with the use of the land for open space and recreation purposes and do not permit future development.

c. ~~Minimum required yards.~~ Minimum required yards may provide up to fifty percent (50%) of the required open space.

(3) ~~Unacceptable land for park or open space reservation.~~ The following types of land are unacceptable for park or open space reservation:

a. ~~Occupied land.~~ Land occupied by roads, drives, parking areas, or structures, other than those related to recreational structures or parks.

b. ~~Land with hazardous materials.~~ Land containing or contaminated by hazardous materials.

c. ~~Narrow areas.~~ Land with a minimum width of less than ten (10) feet, unless specifically approved by the planning department.

(e) ~~Design flexibility for additional open space reservation.~~ It is the intent of this subsection to encourage variety and flexibility in design and development of residential areas and to provide a means of preserving larger areas of open space. This development design relaxes conventional zoning and/or subdivision standards to permit modifications in lot size and shape by concentrating single-family dwellings in specific areas of an overall tract, leaving more open space in which to preserve natural features, such as woodlands and streams, and in so doing, to provide for the active or passive use of such lands as recreational space for the residents of these developments. Depending on the zoning district in which the development is located, housing may be detached or attached if building code standards are met. This flexibility in design shall be available to any major residential development or major subdivision in which ten percent (10%) of the project area is reserved for open space. This flexibility shall take the form of reductions in the dimensional standards (lot area, minimum lot width, and setback) for the applicable zoning district. Reductions shall be as follows:

(1) ~~Open space of more than ten percent (10%) but less than fifteen percent (15%).~~ If the total open space provided, in meeting the standards listed in (b)(2) and (b)(3) above, is more than ten percent (10%) and less than fifteen percent (15%) of the total project area, each dimensional requirement may be reduced ten percent (10%).

- ~~(2) — Open space of fifteen percent (15%) or more, but less than twenty percent (20%). If the total open space provided, in meeting the standards listed in (b)(2) and (b)(3) above, is fifteen percent (15%) or more, but less than twenty percent (20%) of the total project area, each dimensional requirement may be reduced by fifteen percent (15%).~~
- ~~(3) — Open space of twenty percent (20%) or more, but less than twenty five percent (25%). If the total open space provided, meeting the standards listed in (b)(2) and (b)(3) above, is twenty percent (20%) or more, but less than twenty five percent (25%) of the total project area, each dimensional requirement may be reduced by twenty percent (20%).~~
- ~~(4) — Open space of twenty five percent (25%) or more. If the total open space provided, meeting the standards listed in (b)(2) and (b)(3) above, is twenty five percent (25%) or more of the total project area, the zoning district dimensional requirements may be waived. The then newly established minimum lot size, lot coverage, and setback requirements must be approved by the planning staff and development review team.~~
- ~~(d) — Maintenance. Arrangements for the perpetual maintenance of open space that meet these requirements must be approved by the planning department. Any conveyance to a homeowner's association shall be subject to appropriately recorded and filed restrictive covenants and easements. The covenants and easements shall prohibit future development of the open space for other than open space and recreation purposes and shall provide for continued maintenance of the open space and recreation facilities. Failure to maintain the area designated for open space shall constitute a violation of this chapter.~~

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-85, RU Rural District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space shall may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 26-186 of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-86, RR Rural Residential District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 ~~26-186~~ of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-87, RS-E Residential, Single-Family – Estate District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 ~~26-186~~ of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-88, RS-LD Residential, Single-Family – Low Density District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 ~~26-186~~ of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-89, RS-MD Residential, Single-Family – Medium Density District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 ~~26-186~~ of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-90, RS-HD Residential, Single-

Family – High Density District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 26-186 of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-91, MH Manufactured Home Residential District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 26-186 of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-92, RM-MD Residential, Multi-Family – Medium Density District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 26-186 of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-93, RM-HD Residential, Multi-Family – High Density District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* Open space ~~shall~~ may be provided for new developments and expansions of existing developments in accordance with the Green Code standards for parks and open space in of Section 26-184 26-186 of this chapter. ~~Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-94, OI Office and Institutional District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter. Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-95, NC Neighborhood Commercial District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter.~~

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-96, RC Rural Commercial District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter.~~

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-97, GC General Commercial District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter. Design flexibility in the form of reductions in dimensional standards (lot area, minimum lot width, and setback) is available for open space reservation (see Section 26-184(e)).~~

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-98, M-1 Light Industrial District;

Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter.~~

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, LI Light Industrial District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter.~~

SECTION XVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-100, HI Heavy Industrial District; Subsection (c), Development Standards; Paragraph (10), Recreation/open Space Standards; is hereby amended to read as follows:

- (10) *Recreation/open space standards:* None. ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter.~~

SECTION XVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-101, PDD Planned Development District; Subsection (d), Development Standards; Paragraph (8), Recreation/open Space Standards; is hereby amended to read as follows:

- (8) *Recreation/open space standards:* ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the standards for parks and open space in Section 26-184 of this chapter, and as required by the planning commission and county council during the review and approval of the PDD District.~~

a. *Purpose.* The common open space and park standards contained herein are established to provide for the reservation of open space in planned development districts. Preservation of open space and parks in developing areas serves a variety of purposes, including meeting the recreational needs of residents, reducing stormwater runoff, and enhancing air quality.

b. *Minimum amount of park land or open space to be reserved.* Developers must reserve at least ten percent (10%) of the total project area as park land or open space, which shall be usable, i.e. common areas made accessible for pedestrian and/or aquatic use.

c. *Acceptable land for park land or open space reservation:*

1. *Water features.* Bodies of water, such as ponds, lakes, streams, wetlands, and flood plains, may be used to fulfill the open space requirement.

2. *Land burdened with easements.* Land that is burdened with easements may be used, provided that the easements do not interfere with the use of the land for open space and recreation purposes and do not permit future development.

d. *Unacceptable land for park or open space reservation.* The following types of land are unacceptable for park or open space reservation:

1. *Occupied land.* Land occupied by roads, drives, parking areas, or structures, other than those related to recreational structures or parks.

2. *Land with hazardous materials.* Land containing or contaminated by hazardous materials.

3. *Narrow areas.* Land with a width of less than twenty-five (25) feet, unless such land is a bicycle or walking trail at least ten (10) feet wide, or unless such land is a “pocket park” that is no less than ten (10) feet by ten (10) feet in size, or unless specifically approved by the planning department.

e. *Maintenance.* Arrangements for the perpetual maintenance of open space that meet these requirements must be approved by the planning department. Any conveyance to a homeowner’s association shall be subject to appropriately recorded and filed restrictive covenants and easements. The covenants and easements shall prohibit future development of the open space for other than open space and recreation purposes and shall provide for continued maintenance of the open space and recreation facilities. Failure to maintain the area designated for open space shall constitute a violation of this chapter.

SECTION XIX. 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 (9), Recreation/open Space Standards; is hereby amended to read as follows:

(9) *Recreation/open space standards:* ~~Open space shall be provided in accordance with the standards for parks and open space in Section 26-184 of this chapter, and as required by the planning commission and county council during the review and approval of the TC District. (See also requirements at Section 26-101(d)(4) above).~~

a. *Purpose.* The common open space and park standards contained herein are established to provide for the reservation of open space in Town and Country Development districts. Preservation of open space and parks in developing areas serves a variety of purposes, including meeting the recreational needs of residents, reducing stormwater runoff, and enhancing air quality.

b. *Minimum amount of park land or open space to be reserved.* Developers must reserve at least ten percent (10%) of the total project area as park land or open space, which shall be usable, i.e. common areas made accessible for pedestrian and/or aquatic use.

c. *Acceptable land for park land or open space reservation:*

1. *Water features.* Bodies of water, such as ponds, lakes, streams, wetlands, and flood plains, may be used to fulfill the open space requirement.

2. *Land burdened with easements.* Land that is burdened with easements may be used, provided that the easements do not interfere with the use of the land for open space and recreation purposes and do not permit future development.

d. *Unacceptable land for park or open space reservation.* The following types of land are unacceptable for park or open space reservation:

1. *Occupied land.* Land occupied by roads, drives, parking areas, or structures, other than those related to recreational structures or parks.

2. *Land with hazardous materials.* Land containing or contaminated by hazardous materials.

3. Narrow areas. Land with a width of less than twenty-five (25) feet, unless such land is a bicycle or walking trail at least ten (10) feet wide, or unless such land is a “pocket park” that is no less than ten (10) feet by ten (10) feet in size, or unless specifically approved by the planning department.

e. Maintenance. Arrangements for the perpetual maintenance of open space that meet these requirements must be approved by the planning department. Any conveyance to a homeowner’s association shall be subject to appropriately recorded and filed restrictive covenants and easements. The covenants and easements shall prohibit future development of the open space for other than open space and recreation purposes and shall provide for continued maintenance of the open space and recreation facilities. Failure to maintain the area designated for open space shall constitute a violation of this chapter.

SECTION XX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (b), Applicability; is hereby amended to read as follows:

(b) Applicability/Establishment. The owner of property within an RU, RR, RS-E, RS-LD, RS-MD, ~~or RS-HD~~, MH, RM-MD, or RM-HD zoning district may apply the development standards found within this section, in lieu of the development standards set forth for the applicable zoning district, subject to meeting the requirements of this section.

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

SECTION XXIII. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Fiscal Year 2009-2010 Budget Ordinance (By Title Only)

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Fiscal Year 2009-2010 Millage Ordinance (By Title Only)

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Lower Richland property purchase and potential usage [**PAGES 215-234**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject: Lower Richland Property Purchase and Potential Usage

A. Purpose

The purpose of this Request of Action is to determine a usage for the identified property in Lower Richland.

B. Background / Discussion

The following occurred at the March 17, 2009 Council Meeting:

Request to purchase property in Lower Richland with \$2.8 million dollars (\$2,800,000) from the Hospitality Tax fund balance for tourism-related activities – Mr. Jackson moved, seconded Mr. Washington, to purchase the property in Lower Richland for \$2.8 million from the Hospitality Tax fund defined as: “all parcel or tract of land containing 128.77 acres, more or less, located east of Lower Richland Boulevard, southeast of the intersection of Hwy. 378, Sumter Hwy., and west of the other lands of Richland County, more particularly shown on and described on certain bonded survey prepared by Lower Richland Investors, LLC, Civil Engineering of Columbia, dated December 12, 2007, and recorded in the ROD for Richland County, December 19, 2007, in Plat Book 1385, Page 3138.” A discussion took place.

POINT OF ORDER – Ms. Smith stated that there was nothing included in the Council agenda identifying the land and inquired if this was taken up during the D&S Committee meeting.

Mr. Livingston ruled that Mr. Jackson’s motion would be amending the D&S Committee’s recommendation.

Mr. Washington made a substitute motion, seconded by Ms. Dickerson, to refer this item back to committee and clarify which property is to be purchased, the amount that is to be paid for the property and exactly what is going to be done with the land. A discussion took place.

Ms. Hutchinson made a second substitute motion, seconded by Ms. Smith, to consider Alternative #2, to “direct staff to pursue the purchase of property in Lower Richland for tourism-related activities after undertaking a comprehensive assessment to determine the need for the property, and its stated use(s).” A discussion took place.

Ms. Smith requested the following amendment to Ms. Hutchinson’s motion: to give first priority to the property identified in Mr. Jackson’s motion.

Ms. Hutchinson accepted the amendment.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Jackson
Malinowski	Livingston
Hutchinson	Dickerson
Jeter	Manning
Smith	Kennedy
	Washington

The second substitute motion failed.

Mr. Washington restated his motion as follows: to send this item back to committee, take the existing study and come up with a usage for the identified property.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Jackson
Malinowski	Hutchinson
Jeter	Manning
Livingston	
Dickerson	
Kennedy	
Washington	
Smith	

The substitute motion passed.

Per the motion, staff is hereby presenting potential usages for the identified property, taken from the Lower Richland Area Property Feasibility Study, Phase I, Addendum 1 (attached here in its entirety, along with the corresponding Executive Summary).

1. A Water Park and High Adventure Center for Richland County
2. Recreation and High Adventure Complex for Richland County
3. Golf Course and Club House (and Alternative Golf-Related Facilities)
4. Environmental Passive Recreation Center
5. Land Banking

Per the study, “although none of the proposed alternative uses appear to generate a positive cash flow...alternatives 1 and 2 could be given further consideration by Richland County as possible feasible uses for the subject sites. Both scenarios would create a location unique to Lower Richland, Richland County, and the region, and could potentially create a “critical mass” and an “excitement” to the extent that proceeding with one or the other as a matter of public policy could be deemed to outweigh the expected annual deficits.”

C. Financial Impact

It has been discussed that the purchase of the property for \$2.8 million would come from the Hospitality Tax. Further, depending on the usage that Council chooses, costs would vary from \$2.8 million (to land bank the property, with the assumption that the \$2.8 million cost is not negotiable) up to \$15+ million dollars.

D. Alternatives

1. Determine potential usage(s) for the identified property.
2. Do not determine potential usage(s) for the identified property at this time.

E. Recommendation

Motion made by Councilman Washington at the March 17, 2009 Council meeting.

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/14/09

Recommend Approval

Recommend Denial

No Recommendation

Comments: Hospitality tax funds have some restrictions on use so any project should be consistent with the allowable use of those funds. Based on the limited information presented, all alternatives seem to be allowable. After Council evaluates the program merits and approves a project, the financing can be structured to fit within available funding in the hospitality tax fund.

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council's discretion

Administration

Reviewed by: J. Milton Pope

Date: 4-20-09

Comments: Council should first determine a use for the property prior to a purchase of property and I reiterate the comments of the Finance Director.

DETERMINE THE VIABILITY, MARKETABILITY, USEFULNESS AND NEED OF THE PROPOSED PROJECT, THE PROPOSED USES AND PROTECTION OF THE PROPERTY ENVIRONMENTAL ASPECTS OF THE PROJECT AND OUTLINE ALTERNATIVES ENHANCE THE PROJECT AND ADDRESS ANY EARLY ON THAT COULD AFFECT THE PROJECT PROVIDE QUALITY INFORMATION FOR DECISION MAKERS PROVIDE DOCUMENTATION THAT THE PROJECT WAS THOROUGHLY INVESTIGATED POTENTIAL SECURING FUNDING FROM LENDING INSTITUTIONS

Addendum 1

RICHLAND COUNTY



LOWER RICHLAND AREA PROPERTY FEASIBILITY STUDY - PHASE I

CONTRACT NUMBER RC-PC-447

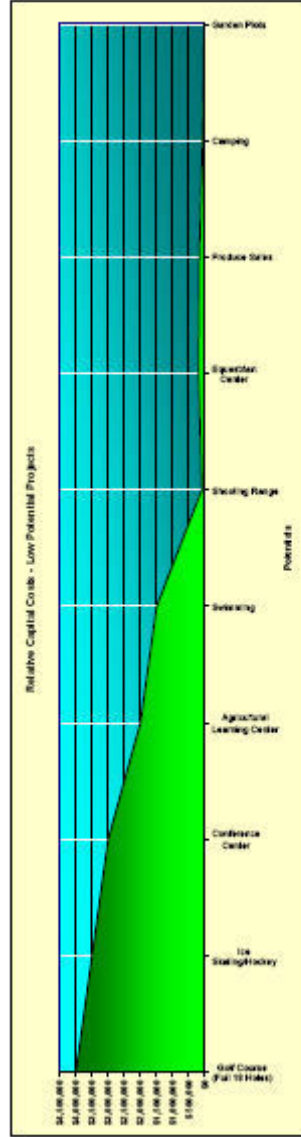
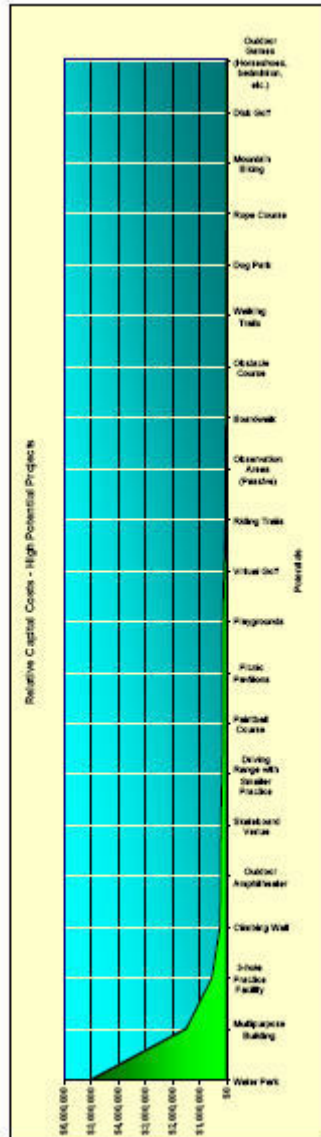
Submitted to:
RICHLAND COUNTY,
SOUTH CAROLINA
November 2008



Addendum 1

Priority Primary Uses for the Subject Sites





Water Park Option	Debit or Cost	Notes
Water Park/Swim Center		
Land	\$3,100,000	Assume the full price cost (note the median cost and that the parcel is roughly at the address) (note, no reduction in the price)
Capital Costs	\$5,000,000	Assume same type facility as the Atlanta Park at Fort Jackson - a smaller, less impressive facility would be similar in capital costs, but would not be comparable with the venue.
Multipurpose Facility	\$1,500,000	Would be constructed with the water park to cover the additional needs of the community
Gymnasium		
Meeting Rooms		
Administration		
	\$9,600,000	
Annual Debt Service (20 years)	\$760,000	Assume 20 year bond with debt service
Annual Operational Costs	\$500,000	
Marketing Costs	\$170,000	Would be required to create a "new market"
Total Costs annual	\$1,430,000	Annual cost to the County
Revenue		
Assume 65,000 visitors at \$10 for water park	\$650,000	Assumes aggressive assumption of visitors. This is the total number of annual visitors to the Fort Jackson and Solids State water parks. Requires that aggressive marketing, taking a good portion of the existing customers from the existing parks, and creating a new market.
Miscellaneous Revenue Food, merchandise, etc.	\$75,000	
Total Annual Revenue	\$725,000	
Shortfall per year	(\$710,000)	Now if the visitors drop from 65,000 per year to 20,000 per year, the deficit grows to \$1.5M

High Adventure Option		Debit or Cost		Notes	
High Adventure					
General Infrastructure, Funding, etc.					
Rope Course	\$250,000				
Climbing Wall	\$15,000				
Climbing Wall	\$250,000				
Obstacle Course	\$75,000				
Mountain Biking	\$15,000				
Shuttleboard Vehicle	\$200,000				
Parashot Course	\$150,000				
Aerial Cliff	\$100,000				
Climbing Range	\$175,000				
3-Step Practice Facility	\$50,000				
Disc Golf	\$15,000				
Outdoor Amphitheater	\$225,000				
Walking Trails	\$25,000				
Picnic Facilities	\$150,000				
Outdoor Game (Horseshoes, Basketball, etc.)	\$7,500				
Playground	\$150,000				
	\$2,175,000				
Annual Debt Service (20 year)	\$175,000				Assume 20 year level with debt service
Annual Operational Costs	\$475,000				Annual cost to the County
Total Costs annual	\$650,000				
Revenue					
Assume 15,000 visitors at \$10			\$150,000		
So. Oregon visitors @ \$2,000			\$50,000		
Parashot 15,000 @ \$25			\$150,000		
Disc Golf			\$50,000		Assume 10,000 plates per year
Three Hole Facility/Climbing Range			\$215,000		Assume 15,000 plates per year
Food, Beverages, rental equipment, etc.			\$30,000		
Total Annual Revenue			\$770,000		
Operating Profit per year			\$120,000		
Including the Water Park Loan			(\$7,500,000)		Note could be as high as \$1.1 RM
Total Shortfall per Year			(\$590,000)		
Caution! The water park absorbs the total cost of the land which is why the loss is greater for the water park.					

Addendum 1
Priority Primary Uses for the Subject Sites

In a report entitled "Lower Richland Area Property Feasibility Study – Phase I) delivered to Richland County on November 14, 2008, Genesis Consulting Group concluded that the highest and best use of the 128.77-acre parcel that was part of the study was residential. This finding is consistent with the original plans of the owner, the recommendations of the County's planners that the property be rezoned for single family residential, as well as the opinions of multiple appraisers who were previously involved in establishing fair market values for the parcel.

Genesis Consulting Group reached its findings by way of an analysis of the local and regional markets with respect to the construction of a golf course on the 128.77-acre parcel and the adjacent 71.68-acre parcel; an assessment of current and future recreation needs of Lower Richland; and an identification (through field work, interviews, and research) of identified "excess capacity" of existing public and private facilities within and near the study area that would potentially (negatively) impact and be impacted by the development of new recreational, institutional/educational, and commercial uses on the subject sites. Based on these evaluations, Genesis Consulting Group concluded that the potential public recreational needs in the area in 2020 would require a maximum of 8.26 acres, and the alternative uses examined (particularly golf) would potentially 1) compete with existing facilities (and services) that are superior, with respect to their natural environment, location, and operating history, and/or 2) create even more "excess capacity" in the area.

Subsequently, Genesis Consulting Group was asked to make recommendations with respect to which use(s) or combination of uses on the subject sites, in its opinion, might come closest to being economically sustainable, provide other benefits for the Lower Richland community, and/or create a "destination" location in the community of tourism/recreational-based projects that also would not compete with what is currently available.

This addendum focuses on the potential use, or mix of uses, that could be developed on the 128.77-acre subject site. Genesis Consulting Group is proposing several scenarios, none of which are necessarily economically sustaining, but that in the firm's opinion would potentially establish this site as a regional and/or local "destination," and would minimize the fiscal impact on Richland County.

One of the major issues in examining potential uses for the site is the ability of the various uses to absorb land acquisition and construction costs, i.e., capital debt, in addition to generating revenues that meet or exceed annual operating expenses. Another issue is the likely economic impact that existing, competing facilities in the area will have on new projects, and vice versa, given that all of the competing projects are reported to have "excess service capacity." A third issue is that (even) if several potential land uses were economically sustainable, their acreage needs are likely less than the 128.77 acres available at the site. With these points in mind, Genesis Consulting Group suggests that the most "viable" land uses for the subject site include:

1) A Water Park and High Adventure Center for Richland County

This proposed mixed (recreation) use project would consist of several primary and secondary uses that would rely on the potential synergies between and among them to create a facility that would be unique within the region.



The primary uses would include:

- a water park/swim center (15 acres)
- a "high adventure" center (30 acres) including:
 - rope courses and slide
 - climbing wall
 - obstacle course
 - mountain biking
 - skateboarding venue
 - paintball courses (8 acres)
- a virtual golf center and a 3-hole golf course/driving range/disk (Frisbee) golf course and mini-golf (20 acres)
- a central multi-purpose building (2 acres) including:
 - a gymnasium
 - several smaller meeting/party rooms
 - food-prep center
 - administration and maintenance

Additional, support facilities (15 acres) could include:

- parking
- an outdoor amphitheater
- walking trails
- picnic pavilions and picnic areas with small sport facilities:
 - horseshoes
 - corn hole or corn toss
 - badminton
 - playgrounds, etc.

The proposed center could be constructed in phases, and its component land uses would eventually occupy approximately 92 acres, which is just 3 acres fewer than the total size of the subject site minus wetlands areas. See attached Figure for a potential layout of the site.

This concept would rely on a primary, capital-intensive facility surrounded by numerous other compatible, potential "revenue centers" that 1) maximize the utilized area of the subject property, and 2) spread the cost of the land so it is "absorbed" by more than just one facility. It is also structured so as to minimize competition with any similar, privately-owned facilities in the area. These uses would share a common entrance(s) and a centrally located multi-purpose building that would include common areas, office space for each use, a gymnasium, meeting rooms, a kitchen, and maintenance/storage areas.

The primary positive of this combination of uses is that they would appear to be unique and could attract residents from Lower Richland and throughout the region. While the water park would compete directly with a similar facility (Palmetto Falls) at Fort Jackson (that annually serves 8,000 civilians), that facility was constructed primarily to serve military personnel and their families and is heavily subsidized by the Army. The "High Adventure" components, including the multi-purpose building and golf facilities, would have a potential corporate market in addition to a general public appeal. Other than the water park and multi-purpose building, the capital construction costs would be relatively low. The additional land could be developed with passive recreation such as walking or biking trails that are relatively



inexpensive to construct and would help promote the County's desire to establish more green space throughout the County.

A potential negative is that Palmetto Falls, as well as Saluda Splash located at Saluda Shoals Park, currently have excess capacity. It is unknown whether a water park at the subject site could attract enough customers from throughout the region to generate enough revenue to cover (the majority of the) debt service and operating costs. If Palmetto Falls at Fort Jackson was constructed for \$4.6 million in 2003, a similar facility would most likely cost approximately \$6 million today. A 10,000-square-foot multi-purpose building, including a gymnasium, is estimated to cost \$1.6 million to construct. The purchase price of \$3.1 million for the subject property would bring the total capital costs to \$9.6 million for the items listed above. This expenditure would result in annual debt service of approximately \$760,000. For reference, approximately 86,000 customers annually patronize Saluda Splash and Palmetto Falls combined. If the water park proposed for the subject site could attract 86,000 customers, at \$10 per person per visit, plus miscellaneous revenue of \$76,000, then total revenues of \$860,000 per year would be generated. With operating costs for the various facilities estimated at \$600,000, and marketing costs of \$176,000, the total annual deficit would likely be about \$710,000, assuming this aggressive number of visitors and revenues projected.

While the "High Adventure" and other facilities are not as capital intensive, the capital and operating costs are estimated at \$2.175 million, which would result in \$176,000 in additional debt service and increased operating costs of \$476,000. In a reasonable scenario, the use of the "High Adventure" facility could generate:

- 16,000 public customers at \$10 per visit
- 30 corporate users at \$2,000 per session
- 6,200 (largely weekend) customers (at two paintball courses) at \$26 per session
- 10,000 players at \$10 per person at all the golf/disk golf venues
- miscellaneous income of \$30,000 from food and beverage sales, general sales, equipment rental, etc.

The resulting revenues would be an estimated \$770,000. Even with additional debt and operating costs of \$660,000, there may be opportunities to generate excess revenues (\$120,000) which, when combined with the deficit from the water park complex, could reduce the total project deficit to approximately \$590,000 annually. (Note that every additional \$1 of revenue above the assumptions made here would reduce the overall project deficit by \$1). This estimated deficit would fall within the middle of the range of the potential deficits projected for golf course construction and operations in the original report.

As a final consideration, Genesis Consulting Group believes that the level of user activity (and revenue) would be as much as ten percent (10%) higher if the project directly fronted Carners Ferry Road. Consideration could be given to developing the proposed Water Park and High Adventure Center on the land at Carners Ferry Sports Complex, with the athletic fields and related facilities located on the subject sites.

2) Recreation and High Adventure Complex for Richland County

This proposed facility scenario would be very similar to the one proposed above, except that there would be no water park and swimming pool.

The positive of this scenario is that this project would dramatically reduce the required capital investment associated with the water park and swimming center; however, the project would still be unique to Richland County and the region in many respects.

The primary negative is that this project loses its major attraction (the water park), and the remaining facilities would potentially see perhaps as much as a ten percent (10%) decrease in their business activity. Additionally, while these components are capable of generating excess revenues when developed in conjunction with the water park (as discussed in Scenario 1), they would now need to bear the full \$3.1 million in land acquisition costs. In other words, there would no longer be economies of scale from "sharing" certain operating expenses. Consequently, while these same facilities could generate an estimated \$770,000 in revenues with the water park (as noted above), the revenues could fall to about \$693,000 without the water park. Capital costs would rise from \$2.176 million to \$5.276 million with the absorption of all land acquisition costs, thereby increasing annual debt service to about \$418,000. With operating expenses increasing from an estimated \$476,000 to about \$626,000, this project could result in an annual deficit of about \$260,000. This estimated deficit would be somewhat more than the low end of the range of potential annual deficits projected for golf course construction and operation in the original report (\$179,610).

3) Golf Course and Club House (and Alternative Golf-Related Facilities)

Genesis Consulting Group thoroughly evaluated the potential use of the subject properties for an 18-hole regulation golf facility within Phase I of the original feasibility study report. Based on the evaluation, construction and operation of an 18-hole facility would result in an estimated potential annual deficit ranging from approximately \$176,000 to as much as \$1.1 million (for up to the first 20 years of operation). These estimated deficits were based primarily on the high costs of debt service for initial land acquisition and course/infrastructure construction, as well as the relatively significant costs for operations and maintenance of such a facility. It should be noted, however, that after the 20-year period required to retire the debt service for land acquisition and initial course and infrastructure costs, such a facility has the potential to operate at essentially a "break even" annual rate (and could realize a small annual surplus).

Although an 18-hole facility would require a large amount of subsidy funding from other County sources for up to 20 years, other more scaled-down golf-related facilities could be established that would require less acreage, lower construction costs, and more limited operational/maintenance expenditures. As suggested under the first two potential use scenarios, these scaled-back facilities could be combined with other activities as part of a larger "destination" location in Lower Richland. Such facilities could include features such as a three-hole "mini" course (either all Par 3 or Par 3/Par 4/Par 5), a 10-15 tee driving range, a sand trap/pitching practice area, a practice putting surface, a designated golf instruction area, and an indoor "classroom" for educational sessions. Although such facilities would most likely not be able to accommodate traditional golf tournaments, they would be able to host high school- and college-level golf team practice sessions and other key golf programs geared toward youth golf (such as First Tee Golf and Life Skills Programs). With the exception of the three-hole "mini" course, a comparable model facility is the James E. Clyburn Golf Center located at 2911 Slights Avenue in downtown Columbia, SC.

As another alternative golf-related use that could be established in lieu of or in combination with the facilities described above could be the construction of an indoor "virtual" golf facility or indoor golf simulator. Such facilities could provide a realistic golfing experience using course layouts from famous golf courses throughout the world, as well comprehensive swing analyses and other teaching features.



A virtual golf center could conceivably host "virtual" tournament events, in addition to being used as practice and/or instructional facilities.

For any of the facilities discussed above, there would still be various land acquisition, capital, and ongoing operations and maintenance costs. Establishment of a three-hole "mini" facility would represent the highest cost option based on required acreage and initial construction/O&M costs. These costs would include annual debt service for acquisition of approximately 20 acres (approximately \$40,000), annual debt service for approximately \$660,000 in construction and \$250,000 in other infrastructure (approximately \$84,000), and approximately \$176,000 in annual O&M costs for a total estimated annual cost of \$279,000. Establishment of an outdoor driving range/practice facility would require more moderate capital expenditures for land, construction, and O&M. These costs would include annual debt service for acquisition of approximately 6 acres (approximately \$12,500), annual debt service for approximately \$110,000 in construction and \$85,000 in other infrastructure (approximately \$14,000), and approximately \$100,000 in annual O&M costs for a total estimated annual cost of \$126,500. A virtual golf center would require the least amount of acreage and the lowest expenditures on initial construction, but would require some significant investments in computer equipment and software systems (total estimated capital cost of \$100,000).

It should be noted, however, that if these facilities are constructed in conjunction with other facilities on the entire 128.77-acre site, the cost of land acquisition and other infrastructure construction would be absorbed in the overall development of the land. Also, any (or a combination) of the above alternatives could include features that would provide some level of revenue generation to offset costs. Based on usage estimates for a three-hole facility of approximately 15,000 "rounds" per year at an estimated revenue generation of \$9 per round would total \$135,000 per year of revenue. Based on usage estimates for an outdoor driving range/practice facility of approximately 20,000 "visits" per year at an estimated revenue generation of \$4 per visit would total \$80,000 per year of revenue. Revenue generation estimates for a virtual golf center are more difficult since 1) such a facility would most likely be constructed in conjunction with either the outdoor driving range and/or the three-hole facility and 2) very few comparable facilities currently exist for "benchmarking" purposes. Nevertheless, based on a usage estimate of 6,000 "rounds" per year at an estimated revenue generation of \$10 per round would total \$60,000 per year of revenue.

4) Environmental Passive Recreation Center

This use would constitute the most limited, passive uses for the property, and would require only modest site improvements such as walking trails, riding trails, camping areas, picnicking facilities, etc., none of which would reasonably be expected to generate revenue.

Capital costs would include the land acquisition (\$3.1 million), demolition of existing structures, and any combination of limited improvements identified (or similar to the) above (\$500,000), and minimal annual operating and maintenance expenses (\$25,000), for an annual fixed cost of approximately \$285,000.

The positive of this scenario is that the annual gross costs to Richland County are much lower than those associated with the uses outlined above; however, the negative is that even the modest improvements proposed would not appear to be of significant benefit to residents of Lower Richland and Richland County.

6) Land Banking

This use consists of minimal development of the subject site, and entails simply acquiring the property for permanent open space. The fixed cost of this option would equal the annual debt service for land acquisition (approximately \$246,600) and an annual appropriation for unspecified maintenance of the site (approximately \$26,000) for a total of \$270,000 per annum. There is some undeterminable environmental value for current and future residents.

Conclusions

In conclusion, although none of the proposed alternative uses appear to generate a positive cash flow, Genesis Consulting Group believes that alternatives 1) and 2) could be given further consideration by Richland County as possible feasible uses for the subject sites. Both scenarios would create a location unique to Lower Richland, Richland County, and the region, and could potentially create a "critical mass" and an "excitement" to the extent that proceeding with one or the other as a matter of public policy could be deemed to outweigh the expected annual deficits.



Addendum 1 – Executive Summary

- Lower Richland Area Property Feasibility Study – Phase I (November 14, 2006) concludes that “highest and best” use of the 128.77-acre “Mungo” property is residential based solely on economics and recreational needs.
- Phase I Report also concluded that 2020 public recreational needs for Lower Richland would require an additional 8.26 acres to accommodate new facilities.
- Findings were based on analysis of local and regional markets; assessment of current/future recreation needs; and identification of “excess capacity” in current facilities
- Purpose of Addendum 1 is to make recommendations with respect to uses for the “Mungo” property that might:
 - Create a tourism/recreation-based “destination” location in the community
 - Provide other benefits for the community
 - Come closest to being economically sustainable
- Major issues in examining potential uses:
 - Ability to absorb land acquisition and construction costs
 - Ability to generate revenue to offset annual operating expenses
 - Likely economic impact to (and from) existing competing facilities in the area
 - Total acreage needed to realize project completion
- Based on these parameters, Genesis Consulting Group suggests the most viable land uses include:

Water Park and High Adventure Center (and Support Facilities)

- Water park/swim center
- “High adventure” center
- Virtual golf center
- Multi-purpose building
- Outdoor amphitheater
- Walking trails
- Picnic pavilions
- Other complementary offerings

Positives:

1. Unique and could attract LR residents and visitors throughout the region
2. “High adventure” components have potential to create “corporate market”
3. Other than water park, capital construction costs would be relatively low
4. Additional land could be developed as passive recreation
5. “High adventure” components have potential to lower overall annual shortfalls.



Negatives:

1. Palmetto Falls & Saluda Shoals currently have excess capacity
2. Total annual deficit of the water park could reach \$710,000 even with aggressive number of visitors and generated revenues
3. Although "high adventure" components could offset some expenses, annual deficit could still reach \$590,000
4. User activity and revenue could be as much as 10% higher if project directly fronted Carners Ferry Road

Recreation and "High Adventure" Complex

- Similar to above, with elimination of water park/swim center

Positives:

1. Project would still be unique and draw residents and visitors
2. Dramatic reduction in required capital investment

Negatives:

1. Project loses its major attraction (water park), and would have resulting drop in overall use
2. Project would likely result in annual deficit of approximately \$260,000

Golf Course (and Alternative Golf Related Facilities)

- 18-Hole Course (not recommended)
- 3-Hole "Mini" Course
- 10-16 Tee Driving Range/Sand Trap/Pitching Area/Putting Green
- Virtual Golf Center

Positives:

1. Scaled down facilities would require less acreage, lower construction costs, and lower O&M costs
2. 3-hole mini course would be unique offering in region
3. Practice facilities could host high school/college-level team practices and youth programs (i.e., First Tee)
4. Practice facilities would require relatively modest capital expenditures
5. Virtual facility would be unique and could host virtual tournaments and serve as practice venue
6. Virtual facility requires relatively very low capital expenditures
7. If developed in conjunction with other facilities, land acquisition/ infrastructure costs would be absorbed in larger development
8. As complementary offerings, facilities would generate some offsetting revenues

Negatives:

1. 18-hole course would run likely annual deficits ranging from \$175,000 to \$1.1 million (and all options would run at annual deficits)
2. 3-hole mini course would represent next highest capital cost option to 18-hole facility
3. Relatively high environmental impacts
3. Virtual facility most likely could not be stand-alone



Environmental Passive Recreation Center

- Walking trails
- Riding trails
- Camping areas
- Picnic facilities

Positives:

1. Requires only modest site improvements
2. Represents very low capital costs for construction
3. Relatively environmentally sensitive

Negatives:

1. Likely annual fixed cost of approximately \$285,000
2. None of the activities would generate offsetting revenues
3. Unlikely to attract significant number of visitors and only modest benefit to residents

Land Banking

- Permanent Open Space

Positives:

1. Requires minimal to no site improvements after acquisition
2. Most environmentally sensitive option
3. Provides some environmental value for current and future residents

Negatives:

1. Likely annual fixed cost of approximately \$270,000
2. No revenue generation
3. Unlikely to attract significant number of visitors

Conclusions:

- Although none of the proposed alternative uses appear to generate positive cash flow, Alternatives 1 and 2 above could be given further consideration as possible viable uses for the subject site.
- These scenarios would create a location in Lower Richland unique to the region
- Proceeding with either Alternative could be deemed as a matter of public policy to be of a benefit to the community that outweighs the expected annual deficits

Richland County Council Request of Action

Subject

Request to approve a funding request in the amount of \$500,000 from the South Carolina Hospitality Association for marketing and tourism promotions in unincorporated Richland County

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments & Appeals

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Accommodations Tax Advisory Committee-2

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments & Appeals-1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Employee Grievance Committee-1 [PAGES 240-241]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: William T. Young
Home Address: 544 Hallsborough Dr. W. Columbia, S.C. 29170
Telephone: (home) 803-609-7847 (work) 803-576-3403
Office Address: 1410 Laurens St. Columbia S.C. 29201
Email Address: Youngb@rcgov.us
Educational Background: HS - EMU - Finished school through Tech.
Professional Background: EMS
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Grievance
Reason for interest: _____

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

27 years with Richland County and past
experience on committee

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: ANY NECESSARY

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 NO

If so, describe: _____


Applicant's Signature

4/24/09
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	

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1 [PAGES 244-245]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



TO: MONIQUE WARDIS
FR: [Signature] 4-7-09

APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: SCOTT M. MCCARTHY

Home Address: 2041 DOBSON ROAD BLYTHEWOOD, SC 29016

Telephone: (home) 803-786-2340 (work) 803-419-0231

Office Address: 481-2 TOWN CENTER PLACE COLUMBIA, SC 29229

Email Address: SMCCARTHY@KAHNDEVELOPMENT.COM

Educational Background: SLIPPERY ROCK UNIVERSITY BBA ECONOMICS/MARKETING

Professional Background: MANAGEMENT OF SHOPPING CENTER 120 YRS - DIRECTOR: VILLAGE AT SANDHILL

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

Name of Committee in which interested: HOSPITALITY TAX

Reason for interest: TO SHARE MY KNOWLEDGE AND EXPERIENCE TO TRY TO BE CONTRIBUTOR TO COMMITTEE

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: 10+ YEARS IN SHOPPING CENTER MGMT. / RETAIL / MARKETING

Presently serve on any County Board/Commission/Committee? BENEFITATION COMMITTEE

Any other information you wish to give?

Recommended by Council Member(s): VAL HUTCHINSON

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 charge 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 Commissioner, 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 non-profit) that could be potentially affected by the actions of the board?

Yes _____ No ✓ _____

If so, describe: _____



Applicant's Signature

4-7-09

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

Richland County Council Request of Action

Subject

Internal Audit Committee-1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Council Individual Discretionary Accounts **[PAGE 248]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

DRAFT

Richland County Council's Individual Expense Accounts
Policy Guidelines

Policy: The Individual Expense Accounts are to be used as a general government reimbursement expense fund and not for the exercise of legislative functions.

Description of Allowed Expenses:
(this list is not all-inclusive and should be used merely as a guideline)

- Cost of general business supplies not provided by the County
- Cost of general periodicals, professional journals, and reference books related to the operation of County government
- Cost of per diem and mileage involved in the conduct of County business
- Costs associated with community functions, conferences and training seminars, such as food, gas, mileage automobile rental, accommodations, tuition and materials

Categories of Non-Allowed Expenses:

- Any **legislative** function, including those already being acted on by the full Council and those not before the Council but involving traditionally legislative functions such as infrastructure, public recreation, etc.
- Using public funds for a private purpose or in furtherance of any particular religion
- Any disbursement of funds which would ordinarily be disbursed through another County process, such as the budget process, hospitality tax fund disbursements, etc.

DRAFT

Richland County Council Request of Action

Subject

Electronic Participation **[PAGE 250]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

PROPOSED AMENDMENT TO COUNCIL RULES

Rule 1.6 (Quorum); 5.21 (Voting) Electronic Participation

During any Special Called Meeting a Council member may participate in the meeting via electronic participation and be counted as present for the purposes of a quorum. However, five Council members must be physically present to hold ~~schedule~~ a Special Called Meeting.

Any Council member participating electronically shall not be allowed to participate in executive session matters. Should an executive session be held, a council member participating electronically may choose to abstain from a vote on the issue discussed in executive session.

For the purposes of this section, “electronic” participation shall mean videoconferencing or teleconferencing which allows all persons participating in the meeting to hear and/or see each other at the same time.

Electronic participation shall only be allowed in a Special Called meeting of Council.

Richland County Council Request of Action

Subject

Revised application [**PAGES 252-253**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



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

Applicant must reside in Richland County.

Name: _____

Home Address: _____

Telephone: (home) _____ (work) _____

Office Address: _____

Email Address: _____

Educational Background: _____

Professional Background: _____

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

Name of Committee in which interested: _____

Reason for interest: _____

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

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Applicant's Signature Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Richland County Public Library Board request for Council to suspend rules regarding the regular rotation and appointment of their board members [**PAGES 255-256**]

Purpose

Committee Recommendation

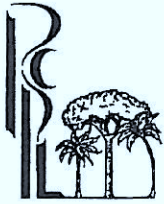
Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



Richland County Public Library

2001 LIBRARY OF THE YEAR

Hennig Administrative Center

C. David Warren, Executive Director
Helen Ann Rawlinson, Deputy Director for Youth and Support Services
Valerie Rowe-Jackson, Deputy Director for Public Services

MEMORANDUM

TO: J. Milton Pope, Richland County Administrator

FROM: Rox W. Pollard, Chair, RCPL Board of Trustees

DATE: April 6, 2009

RE: Richland County Public Library (RCPL) Board of Trustees' Terms

As the Council is aware, Mr. David Warren has just retired (April 3, 2009) as Executive Director of the Library after thirty years of remarkable leadership.

After an exhaustive national search, the RCPL Board of Trustees has reached agreement with its top rated candidate to become the next executive director of RCPL. This person will start approximately July 1, 2009.

Attached you will find the roster of the current RCPL Board and the term expirations. As you can see, three of the ten current board members final terms expire July 2009. Plus, John Baker will not be applying for re-appointment for personal reasons. The concern of the Board and the new director is that a change of 40% of the RCPL Board at this time when the new director is coming in behind a thirty year veteran is not healthy. This Board has had the responsibility of hiring the new director and has been fully engaged in the process for over one year. The Board and new director feel this situation would create a break in the continuity of the Board at a time when the new director will be most heavily in need of Board direction. The current Board is extremely well functioning and diverse and serves RCPL and the citizens of Richland County enthusiastically and very responsibly.

In our discussion with Milton Pope about this matter, the conclusion was drawn that if Richland County Council would extend all current RCPL Board appointments for two years, this would provide the essential continuity for the new executive director and would keep the entire Board on the four year rotation schedule as it has always been. All RCPL Board members support this request including John Baker who, as I mentioned earlier, will be leaving his position for personal reasons. A replacement for Mr. Baker would need to be identified and approved by County Council should they approve this request.

On behalf of the RCPL Board, I am asking that Richland County Council extend the terms of all RCPL Board members by two years.

Attachment

1431 Assembly Street Columbia, South Carolina 29201 [phone] 803.929.3422 [fax] 803.929.3438 www.richland.lib.sc.us

Item# 46

Attachment number 1
Page 1 of 2

**RICHLAND COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES
TERMS**

Trustee	First Term	Second Term	End of Term
John Baker	X		7/12/09
Gloria Graham Boyd		X	7/24/11
David R. Campbell		X	7/12/09
Dr. Noble P. Cooper, Jr.		X	7/12/09
Bob Gahagan	X		7/24/11
Jack Godbold	X		7/24/11
George Johnson	X		7/12/09
Pamela Rogers Melton		X	7/12/09
Rox W. Pollard, Jr. *	X		7/12/09
Kirby Shealy	X		7/24/11

*Appointed March 2003 to fill the unexpired term of Ben Heatley. (March 2003 to July 29, 2005)

- **Richland County / City of Columbia Animal Care Advisory Committee Appointments (2 positions)**
 - The Chairman of Council needs to either (1) appoint 2 members of Council to be on the Committee, or (2) the Rules and Appointments Committee needs to advertise for these two positions.
Per the City / County Agreement:
Advisory Committee. An Animal Advisory Committee will be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or his designee, City Manager or his designee and two members each of City and County Councils, or two citizens appointed by City Council and two citizens appointed by County Council to represent the respective Councils. The Committee will meet at least once a year in March.

Richland County Council Request of Action

Subject

Report of the Stimulus Ad Hoc Committee: Request to authorize the Procurement Director to negotiate and award a contract with the lowest responsible and responsive bidder in an amount not to exceed the funds available under the grant award for Taxiway and Apron Rehabilitation at Hamilton-Owens Airport

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Rule regarding proposals or studies not commissioned by Council [LIVINGSTON]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No