



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**DECEMBER 11, 2012
6:00 PM**

CALL TO ORDER HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE NORMAN JACKSON

PLEDGE OF ALLEGIANCE THE HONORABLE NORMAN JACKSON

Presentation Of Resolutions

1. a. Resolution honoring the life of Ernest Dessausure, Richland County Bailiff at the County Courthouse [ROSE]

Approval Of Minutes

2. Regular Session: December 4, 2012 [PAGES 7-17]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Economic Development Land Options

Citizen's Input

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

Report Of The County Administrator

5. a. Introduction of New Employee
- b. Richland County Recreation Commission GO Bond Update
- c. Employee Grievance - 1
- d. "Trees of Richland County" Calendar

Report Of The Clerk Of Council

6. a. Retreat Location - Sandhill Research & Education Center, 900 Clemson Road
- b. Swearing In Ceremony Reminder: January 8th, 4:00 p.m.

Report Of The Chairman

7. a. Personnel Matter

Presentations

8. a. Capital City/Lake Murray Country, Miriam Atria
- b. Home Works of America, Hank Chardos

Open/Close Public Hearings

9. a. An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto

Approval Of Consent Items

10. An Ordinance Authorizing (1) the Execution and Delivery of a Fee in Lieu of Tax and Incentive Agreement between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Expansion Project; (2) Certain Special Source Credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or business park to be made available to the Company; and (4) other matters relating thereto [**THIRD READING**] [**PAGES 25-63**]
11. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office [**THIRD READING**] [**PAGES 64-69**]
12. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets, as needed [**SECOND READING**] [**PAGES 70-76**]

Third Reading Items

13. 12-33MA
Trinity Presbytery, Inc.

Frank Strasburger
RU to RS-MD (10 Acres)
Longtown Rd. & Longtown Rd. East
20300-02-48 [PAGES 77-78]

14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process [PAGES 79-91]
15. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process [PAGES 92-113]

Second Reading Items

16. An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services [PAGES 114-129]

First Reading Items

17. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a full-time position in the Clerk of Court [PAGES 130-135]

Report Of Economic Development Committee

18. a. Easement Relocation Option Agreement between Richland County and Southland Log Homes [PAGES 136-147]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

19. Accommodations Tax Committee - 3 (Positions to be filled: 1-Hospitality, 1-Lodging, and 1-Cultural)

One application was received from the following: Sam Agee [PAGES 148-150]

20. Airport Commission - 1

One application was received from the following: Peter Mayers* [PAGES 151-153]

***Eligible for reappointment**

21. Board of Zoning Appeals - 1

One application was received from the following: Sheldon L. Cooke, Sr. [PAGES 154-156]

***Eligible for reappointment**

- 22.

Employee Grievance Committee - 2

23. Lexington/Richland Alcohol and Drug Abuse Council - 2 (There are two appointments to be made to this Council)

Applications were received from the following: Paul Bouknight* and Roosevelt Garrick*
[PAGES 158-162]

***Eligible for reappointment**

24. Richland Memorial Hospital Board - 3 (There are three appointments for this board)

Applications were received from the following: Dr. Charles Guy Castles, III; Virginia Crocker; Randy Lowell; and Sandra P. Sims [PAGES 163-178]

2. **Discussion From Rules And Appointments Committee**

25. Business Service Center Appeals Board-qualifications of recent appointments

26. Community Relations Council Appointments

27. Council Individual Discretionary Account

28. If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants. The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a wast of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]

Citizen's Input

29. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

30. a. I move that staff develop a policy for resurfacing roads based on Council districts, using the same formula that is currently part of the Council dirt road paving policy. Mr. James Brown of the County Transportation Committee recommended this policy to our staff, and also urged that the policy be in place when the study of our resurfacing program is completed in late winter, so that time will not be lost in resurfacing projects [HUTCHINSON and MALINOWSKI]
- b. Resolution honoring Dr. Louis Lynn on being awarded the Ronald H. Brown Leadership Award as part of National Minority Enterprise Development Week in Washington [WASHINGTON]
- c. Motion to provide \$25,000 from H-Tax to fund the 2013 Miss SC Pageant [MANNING]

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution honoring the life of Ernest Dessausure, Richland County Bailiff at the County Courthouse **[ROSE]**

Richland County Council Request of Action

Subject

Regular Session: December 4, 2012 [**PAGES 7-17**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, DECEMBER 4, 2012 6:00 p.m.

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Yanisse Adrian-Silva, Sara Salley, John Hixon, Nelson Lindsay, Dale Welch, Amelia Linder, Daniel Driggers, Geo Price, David Hoops, Pam Davis, Bill Peters, Rodolfo Callwood, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:09 p.m.

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

APPROVAL OF MINUTES

Regular Session: November 20, 2012 – Mr. Manning moved, seconded by Mr. Pearce, to approve the minutes as distributed.

Mr. Malinowski moved, seconded by Ms. Hutchinson, to reconsider the portion of the minutes related to “An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as ‘Reserved’” to clarify the deferment.

A discussion took place regarding whether the maker of the motion voted on the prevailing side for this item at the November 20th meeting.

Mr. Washington ruled the motion out of order.

Ms. Kennedy moved, seconded by Mr. Malinowski, to reconsider the portion of the minutes related to “An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as ‘Reserved’” to clarify the deferment.

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

The motion failed for reconsideration.

The vote was in favor of approving the minutes as distributed.

Zoning Public Hearing: November 27, 2012 – Mr. Pearce moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Ms. Dickerson moved, seconded by Ms. Hutchinson, to adopt the agenda as published. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. Project Resolve
- b. Darrell’s Update

- c. Employee Grievance
- d. Personnel Matter

EXECUTIVE SESSION

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Council went into Executive Session at approximately 6:17 p.m. and came out at approximately 6:52 p.m.
=====

- a. **Darrell's Update** – Mr. Pearce moved, seconded by Mr. Malinowski, to proceed as directed in Executive Session. The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

IT "County Records" Security Update – Mr. McDonald stated that the IT Department will fund the recommended security updates from their existing budget.

Employee Grievance—1 – Mr. Malinowski moved, seconded by Mr. Manning, to uphold the Administrator's recommendation. The vote in favor was unanimous.

REPORT OF THE CLERK OF COUNCIL

Retreat Locations – Mr. Washington moved, seconded by Mr. Manning, to hold the 2013 Council Retreat at Hickory Knob State Park.

Mr. Malinowski made a substitute motion to hold the 2013 Council Retreat at 2020 Hampton Street, Council Chambers. The motion died for lack of a second.

Ms. Dickerson made a substitute motion, seconded by Mr. Jackson, to hold the 2013 Council Retreat at Parklane Adult Activity Center. A discussion took place.

Ms. Dickerson withdrew her substitute motion.

Mr. Jackson made a substitute motion, seconded Ms. Dickerson, to hold the 2013 Council Retreat in Richland County.

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

The vote was in favor of the substitute motion.

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

REPORT OF THE CHAIRMAN

Special Called Meeting, December 18th, 7:30 p.m. – Mr. Jackson moved, seconded by Mr. Livingston, to hold a Special Called Meeting on December 18th at 7:30 p.m. The vote was in favor.

Joint City/County Legislative Dinner – Mr. Washington directed staff to work with the Council liaisons regarding this item.

Personnel Matter – This item was taken up in Executive Session.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto** – No one signed up to speak.
- **Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto** – No one signed up to speak.
- **Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South**

Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto – Ms. Tameika Isaac Devine spoke regarding this item.

- Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto – Ms. Viola Hendley spoke regarding this item.

APPROVAL OF CONSENT ITEMS

- An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book “13” at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS#07313-07-01 [THIRD READING]
- An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS#15209-01-04, also known as 218 McNulty Street [THIRD READING]
- Council District Limits Centered on County Maintained Roads
- An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets; as needed [FIRST READING]
- Contract Renewal for EMS Billing Vendor (Lowcountry Billing)
- Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate
- Coroner: Request for Council’s Permission to Sell a 2005 Ford Explorer

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

THIRD READING

Authorizing the Execution and Delivery of an Agreement between the County and Koyo Corporation of U.S.A., to provide for the conveyance of certain property from the County to Koyo Corporation of U.S.A., and other matters related thereto [THIRD READING] – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

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

SECOND READING ITEMS

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina, and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to defer this item. The vote in favor was unanimous.

Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina, and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Manning, to defer this item. The vote in favor was unanimous.

12-33MA, Trinity Presbytery, Inc., Frank Strasburger, RU to RS-MD (10 Acres), Longtown Rd. & Longtown Rd. East, 20300-02-48 – Mr. Manning moved, seconded by Mr. Pearce, to approve this item. The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

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

The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

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

The vote was in favor.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Interstate Interchange Lighting – Ms. Kennedy stated that the committee recommended approval. A discussion took place.

The vote in favor was unanimous.

Sediment Removal Project—Forest Lake – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Pearce, to reconsider this item. The motion for reconsideration failed.

Donation of Conservation Easement: Pine Springs, Inc. – Mr. Manning moved, seconded by Ms. Hutchinson, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

South Paving Contract Award – Mr. Jackson moved, seconded by Mr. Livingston, to approve this item. A discussion took place.

The vote in favor was unanimous.

Pilot Program: Parking Meters at County Administration Building – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the pilot program from January 1-March 31, 2013. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services [FIRST READING] – Mr. Jeter stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

Family Court Child Support Enforcement Position – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

Governmental Affairs Representative Services Contract Renewal – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Transportation Penny Advisory Committee-7 [5 must be from unincorporated Richland County]** – Mr. Malinowski stated that the committee recommended advertising for these positions. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE:

- a. **Manager/Operator of Soccer Portion of Regional Recreation Complex** – Ms. Kennedy stated that the committee recommended that Council authorize the staff to proceed with negotiations with Columbia United FC. After the negotiations have been completed information will be brought to the Ad Hoc Committee and Council for review and approval at December 18th Council meeting. A discussion took place.

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to reconsider this item. The motion for reconsideration failed.

- b. **Oversight Committee** – Ms. Kennedy stated that the committee recommended approval of this item. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to reconsider this item. The motion for reconsideration failed.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:23 p.m. and came out at approximately 8:31 p.m.
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- a. **Project Resolve** – Mr. Livingston moved, seconded by Mr. Malinowski, to direct the Economic Development Director to move forward as discussed in Executive Session. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Kennedy, to reconsider this item. The motion for reconsideration failed.

MOTION PERIOD

If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants. The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make a recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a waste of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI] – This item was referred to the Rules & Appointments Committee.

No law firm, law office or lawyer will not do legal work on behalf of the County when they have pending law suits against the County [WASHINGTON] – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:32 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Economic Development Land Options

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Introduction of New Employee
- b. Richland County Recreation Commission GO Bond Update
- c. Employee Grievance - 1
- d. "Trees of Richland County" Calendar

Richland County Council Request of Action

Subject

- a. Retreat Location - Sandhill Research & Education Center, 900 Clemson Road
- b. Swearing In Ceremony Reminder: January 8th, 4:00 p.m.

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

- a. Capital City/Lake Murray Country, Miriam Atria
- b. Home Works of America, Hank Chardos

Richland County Council Request of Action

Subject

a. An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the "County") and Carolina Ceramics, LLC (the "Company"), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company's manufacturing facilities within the County; (2) the benefits of a Multi-County Park to be made available to the Company, and (3) other matters relating thereto

Richland County Council Request of Action

Subject

An Ordinance Authorizing (1) the Execution and Delivery of a Fee in Lieu of Tax and Incentive Agreement between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Expansion Project; (2) Certain Special Source Credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or business park to be made available to the Company; and (4) other matters relating thereto **[THIRD READING] [PAGES 25-63]**

Notes

First Reading: November 13, 2012
Second Reading: November 20, 2012
Third Reading:
Public Hearing:

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

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CONSTANTIA HUECK FOILS L.L.C., ACTING FOR ITSELF, AND ONE OR MORE AFFILIATES OR OTHER PROJECT SPONSORS (THE "COMPANY"), WHEREBY, UNDER CERTAIN CONDITIONS, THE COUNTY SHALL GRANT INCENTIVES TO THE COMPANY IN CONNECTION WITH THE EXPANSION OF CERTAIN MANUFACTURING FACILITIES IN THE COUNTY (THE "EXPANSION PROJECT"), IN WHICH AGREEMENT THE COUNTY WILL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO THE EXPANSION PROJECT; (2) CERTAIN SPECIAL SOURCE CREDITS IN CONNECTION WITH THE EXPANSION PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Property"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Constantia Hueck Foils L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, acting for itself, and one or more affiliates or other project sponsors, (the “Company”) proposes to invest in, or cause others to invest in, the expansion of its existing facilities in the County (the “Expansion Project”); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested not less than \$12,000,000 in the Expansion Project and create or cause to be created 15 jobs within the County and surrounding areas; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Expansion Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment and jobs anticipated to be created, or caused to be created, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Expansion Project by offering a Negotiated FILOT as set forth herein; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Expansion Project in the County, the County adopted a Resolution on November 13, 2012 (the “Inducement Resolution”), whereby the County agreed to provide FILOT arrangements set forth in greater detail herein; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth in a Fee in Lieu of Tax and Incentive Agreement between the County and the Company (the “FILOT Agreement”) the form of which is presented to this meeting, which FILOT Agreement is to be dated December 1, 2012 or such other date as the parties may agree; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. The findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed, except as otherwise specifically modified by this Ordinance and the FILOT Agreement. In the event of any disparity or ambiguity, the terms of this Ordinance and the FILOT Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the FILOT Agreement. As contemplated by Section 12-44-40(I) of the Code, the County makes the following findings and determinations:

(a) The Expansion Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Expansion Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

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

(d) The Expansion Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and

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

(f) The benefits of the Expansion Project are greater than the costs; and

(g) The Expansion Project will have a substantial public benefit.

Section 2.

(a) The County hereby agrees to enter the FILOT Agreement with the Company, whereby the Company will agree to create, or cause to be created, at least 15 new jobs and to invest, or cause to be invested, and an amount not less than \$12,000,000 at the Expansion Project (the "Minimum Contractual Requirements") during the period commencing with the date of the initial expenditure with respect to the Expansion Project, whether before or after the date of this Resolution, and ending on the fifth anniversary of the end of the property tax year in which the Company places in service the initial assets comprising the Expansion Project (the "Compliance Period"), and the County, under certain conditions to be set forth in the FILOT Agreement, will agree to accept negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to the Expansion Project.

(b) Subject to the provisions of the provisions of the Negotiated FILOT Act, the annual Negotiated FILOT payments shall commence with respect to the property tax year in which the first property comprising a part of the Project is placed in service and shall continue for a period of 20 years thereafter; provided that, if the Project is placed in service during more than one year, each year's investment during the Compliance Period, or if such period is extended as set forth in **Section 2(a)** hereof, during the Investment Period, shall be subject to the Negotiated FILOT for a period of 20 years.

(c) The Expansion Project FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate allowed with respect to the Expansion Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Expansion Project FILOT; (3) the fair market value of the Expansion Project determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as are specified in the FILOT Agreement.

Section 3. As an additional incentive to induce the Company to locate the Expansion Project within the county, and as reimbursement for the Company's investment in Special Source Property and subject to the requirements of the Special Source Act, the Council does hereby agree that, if the investment in the Expansion Project increases to \$20,000,000 by the end of the

Compliance Period, the Company shall be entitled to claim and receive Special Source Credits in an amount equal to twenty-five (25%) percent of each FILOT payment made with respect to the Expansion Project for a period of five (5) years. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Property funded from time to time by the Company in connection with the Expansion Project.

Section 4. The County will take all acts to insure that the Expansion Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the Constitution of the State on terms which provide for all jobs created at the Expansion Project through the end of the Compliance Period, or if such period is extended as set forth in **Section 2(a)** hereof, through the end of the Investment Period, any additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 5. The form, provisions, terms, and conditions of the FILOT Agreement presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the FILOT Agreement were set out in this Ordinance in its entirety. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the FILOT Agreement now before this meeting.

Section 6. The Chairman of the Council is hereby authorized, empowered, and directed to execute the FILOT Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the FILOT Agreement to the Company. The Chairman of the Council and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the FILOT Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 7. 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 8. 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 upon adoption by the Council.

[End of Ordinance; execution page to follow.]

Enacted and approved this 4th day of December, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin E. Washington, Sr., Chairman, County
Council, Richland County, South Carolina

[SEAL]

ATTEST:

Michelle Onley, Clerk to Council
Richland County, South Carolina

First Reading: November 13, 2012
Public Hearing: November 20, 2012
Second Reading: November 20, 2012
Third Reading: December 4, 2012

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

CONSTANTIA HUECK FOILS L.L.C.

Dated as of December 1, 2012

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (“INCENTIVE AGREEMENT”) SHALL CONSTITUTE AN INDUCEMENT AGREEMENT FOR PURPOSES OF THAT CERTAIN RESOLUTION ADOPTED BY COUNTY COUNCIL ON NOVEMBER 13, 2012 AND SHALL ALSO CONSTITUTE THE FINAL INCENTIVE AGREEMENT FOR PURPOSES OF THAT CERTAIN ORDINANCE ENACTED BY COUNTY COUNCIL ON DECEMBER 4, 2012.

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TABLE OF CONTENTS

| | Page |
|--|------|
| ARTICLE I DEFINITIONS..... | 2 |
| Section 1.01. Definitions..... | 2 |
| Section 1.02. References to Agreement..... | 7 |
| ARTICLE II REPRESENTATIONS AND WARRANTIES..... | 7 |
| Section 2.01. Representations and Warranties by County..... | 7 |
| Section 2.02. Representations and Warranties by the Company..... | 8 |
| ARTICLE III COVENANTS OF COUNTY..... | 9 |
| Section 3.01. Agreement to Accept Negotiated FILOT Payments..... | 9 |
| Section 3.02. Special Source Credits..... | 9 |
| Section 3.03. Multi-County Park Designation..... | 10 |
| Section 3.04. Commensurate Benefits..... | 10 |
| ARTICLE IV COVENANTS OF COMPANY..... | 11 |
| Section 4.01. Investment and Job Creation at Project; Funding of Special Source Property..... | 11 |
| Section 4.02. Payment of Administration Expenses..... | 13 |
| Section 4.03. Use of Project for Lawful Activities..... | 13 |
| Section 4.04. Maintenance of Existence..... | 13 |
| Section 4.05. Records and Reports..... | 14 |
| ARTICLE V FEES IN LIEU OF TAXES..... | 15 |
| Section 5.01. Payment of Fees in Lieu of Ad Valorem Taxes..... | 15 |
| Section 5.02. Statutory Lien..... | 20 |
| ARTICLE VI THIRD PARTY ARRANGEMENTS..... | 20 |
| Section 6.01. Conveyance of Liens and Interests; Assignment..... | 20 |
| Section 6.02. Sponsors and Sponsor Affiliates..... | 21 |
| ARTICLE VII TERM; TERMINATION..... | 21 |
| Section 7.01. Term..... | 21 |
| Section 7.02. Termination..... | 22 |
| ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES..... | 22 |
| Section 8.01. Events of Default by Company..... | 22 |
| Section 8.02. Remedies on Event of Default by Company..... | 22 |
| Section 8.03. Defaulted Payments..... | 23 |
| Section 8.04. Default by County..... | 23 |
| ARTICLE IX MISCELLANEOUS..... | 23 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| Section 9.01. Rights and Remedies Cumulative..... | 23 |
| Section 9.02. Indemnification Covenants..... | 24 |
| Section 9.03. Successors and Assigns..... | 24 |
| Section 9.04. Notices; Demands; Requests..... | 25 |
| Section 9.05. Applicable Law..... | 26 |
| Section 9.06. Entire Understanding..... | 26 |
| Section 9.07. Severability..... | 26 |
| Section 9.08. Headings and Table of Contents; References..... | 26 |
| Section 9.09. Multiple Counterparts..... | 26 |
| Section 9.10. Amendments..... | 26 |
| Section 9.11. Waiver..... | 26 |
| Section 9.12. Further Proceedings..... | 26 |
| EXHIBIT A LEGAL DESCRIPTION..... | A-1 |
| EXHIBIT B RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY..... | B-1 |

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of December 1, 2012, between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and CONSTANTIA HUECK FOILS L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, acting for itself and for one or more affiliates or other project sponsors, (the “Company”);

WITNESSETH:

WHEREAS, the County, acting by and through its Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, without limitation, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source credits against their FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Property”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company proposes to invest in, or cause others to invest in, certain manufacturing and related facilities at one or more locations in the County (the “Project”); and

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest or cause to be invested not less than \$12,000,000 in the Project and create or cause to be created approximately 15 jobs within the County and surrounding areas; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on November

13, 2012 (the “Inducement Resolution”), whereby the County agreed to provide to the Company certain negotiated FILOT, Special Source Credits, and multi-county industrial or business park benefits in connection with the Project, as described herein; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and by Ordinance enacted by the Council on December 4, 2012, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project;

NOW, THEREFORE, in consideration of the premises; the potential investment and jobs to be created, or caused to be created, by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act, the Multi-County Park Act and the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorneys’ fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges by third parties to the incentives provided herein or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company, an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, the Company or any other Co-Investor, as the case may be.

“*Agreement*” shall mean this Fee In Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Company*” shall mean Constantia Hueck Foils L.L.C., a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The parties anticipate that the initial Negotiated FILOT Property comprising the Project will be placed in service in the Property Tax Year ending on December 31, 2012 and that, in such event, the Compliance Period will end on December 31, 2017.

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

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

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property previously subject to property taxes in South Carolina, which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the

Negotiated FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Negotiated FILOT Act.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payments*” shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project whether made as Negotiated FILOT Payments pursuant to the Negotiated FILOT Act or as FILOT payments pursuant to the Multi-County Park Act.

“*Inducement Resolution*” shall mean the Resolution approved by the County on November 13, 2012 with respect to the Project.

“*Investment Period*” shall mean the period for completion of the Project, which shall be equal to the Compliance Period unless extended by the County pursuant to **Section 4.01(c)**. The parties anticipate that, unless extended by the County, the Investment Period shall expire on December 31, 2017.

“*Land*” shall mean the land upon which the Project has been or will be located, acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Requirements*” shall mean creation of at least 15 new jobs and investment of at least \$12,000,000 (without regard to subsequent depreciation or other diminution in value) in or at the Project during the Compliance Period by the Company and any Co-Investors in the aggregate.

“Minimum Statutory Investment Requirement” shall mean investment in the Project of not less than \$2,500,000 during the Compliance Period, as required by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof in determining whether the Company or any other Sponsor or Sponsor Affiliate qualifies for Negotiated FILOT benefits hereunder.

“Multi-County Park” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Multi-County Park Agreement” shall mean that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina dated as of April 15, 2003, as amended, supplemented, or modified through the date hereof and as such agreement may be further amended, supplemented, or replaced from time to time, in each case to include the Project.

“Negotiated FILOT” or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“Negotiated FILOT Property” shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, any Released Property.

“Non-Qualifying Property” shall mean that portion of the facilities located on the Land which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act, including, without limitation, property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land, all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land and any Replacement Property; provided, however, except for Replacement Property, that the term “Project” shall be deemed to include such real property improvements and personal property whether now existing or hereafter constructed or acquired only to the extent placed in service during the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be; *i.e.*, with respect to the Company, the period ending on December 31 of each year; provided, however, that the Property Tax Year for the Company shall control for purposes of determining the Compliance Period and Investment Period.

“*Released Property*” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act; which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; or which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Negotiated FILOT Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“*Special Source Act*” shall mean Section 4-1-175 of the Code, as amended through the date hereof.

“*Special Source Credits*” shall mean the special source revenue credits described in **Section 3.02** hereof.

“*Special Source Property*” shall mean, to the extent paid for by the Company or any Co-Investor, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and, upon written notice by the Company to the County, personal

property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor and there are no Sponsor Affiliates.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, as amended through the date hereof.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby. The County has obtained all consents and approvals required to consummate the transactions contemplated by this Agreement or the Multi-County Park Agreement including, without limitation, approval by Fairfield County of the Multi-County Park Agreement.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Massachusetts and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate the Project primarily for manufacturing and/or related activities.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credit and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) The County, as an additional incentive to induce the Company to locate the Project within the County, as reimbursement for investment in Special Source Property related to the Project and subject to the requirements of the Special Source Act, agrees that, if the investment in the Project increases to \$20,000,000 by the end of the Compliance Period, each of the Company and any other Sponsor or Sponsor Affiliate (each a “Claiming Entity”) shall be entitled to claim Special Source Credits against each annual FILOT payment made by such Claiming Entity with respect to the Project, whether made as an Negotiated FILOT Payment pursuant to the Negotiated FILOT Act or as a FILOT payment made pursuant to the Multi-County Park Act, in an amount equal to twenty-five percent (25%) of each such FILOT Payment for a period of five (5) years, commencing with the first year after which the County has received written certification from the Company with appropriate supporting documentation as may be reasonably requested by the County, confirming that the investment in the Project reaches \$20,000,000.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Property funded from time to time by the Company or any Co-Investor in connection with the Project.

(c) It shall be the responsibility of each Claiming Entity to timely file its annual returns with the Department of Revenue, which returns must reflect the assets for which the Claiming Entity is seeking to claim a Special Source Credit. The Special Source Credits shall be reflected by the County on each bill to a Claiming Entity for such payments due, by reducing the total original FILOT Payment otherwise due by the amount of such Special Source Credits; provided, however, that the parties may, by mutual agreement, provide for an alternate method of applying the Special Source Credits.

(d) To the extent the Company elects to use the Special Source Credits as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project shall also be due to the County for the

two years immediately following the removal, subject to the following conditions:

(i) To the extent that the Company elects to allocate Special Source Credits for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property.

(ii) If personal property is removed from the Project but is replaced with qualifying Replacement Property, then the personal property will not be considered to have been removed from the Project.

Section 3.03. Multi-County Park Designation. The County represents that the Project is located at a site which is presently within the Multi-County Park. The County will take all appropriate actions to insure that the Project will be included within the boundaries of the Multi-County Park and that the Project will remain within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide, for all jobs created at the Project during the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks and which facilitate the Special Source Credits described in **Section 3.02** hereof.

Section 3.04. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and any other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or the Multi-County Park Agreement or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, without limitation, the Negotiated FILOT, and agrees, if requested, to enter into a lease purchase agreement with the Company and any other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a

court of competent jurisdiction determines that all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides the Company and any other Sponsor or Sponsor Affiliate must transfer the Negotiated FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company or such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF COMPANY

Section 4.01. Investment and Job Creation at Project; Funding of Special Source Property.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. The Company also agrees to provide, or cause to be provided, all funding for the Special Source Property related to the Project. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2015. In addition, the Company agrees to comply with, or cause to be complied with, the Minimum Statutory Investment Requirement and the Minimum Contractual Requirements as to job creation and investment.

(b) Expenditures by Co-Investors, together with expenditures by the Company for property which is subject to *ad valorem* property taxes and FILOT payments, shall count toward all investment requirements set forth in this Agreement, including, the Minimum Contractual Requirements, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or other diminution in value following placement in service at the Project by reference to the property tax returns of the Company and all Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(c) Upon the request of the Company prior to the end of the Compliance Period and to encourage the Company to increase job creation and investment at the Project beyond the Minimum Contractual Requirements, the County may in its sole discretion extend the Investment Period, *i.e.*, the period for completion of the Project, by up to five years to the tenth anniversary of the end of the Property Tax Year in which the initial property comprising the Project is placed in service. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement.

(d) The Company and/or each Co-Investors shall each, in its discretion, retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may each, at its own expense, add to the Project all such real and personal property as the Company, or such Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **paragraphs (c)(i), (d) and (f)(ii) of Section 5.01** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any of its items included in the Project, including, without limitation, any Negotiated FILOT Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company, or such Co-Investor, may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) Subject to the provisions of **Section 5.01(c)(iv)**, the Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Negotiated FILOT Property, real or personal, from the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, the Company, or such Co-

Investor, shall deliver to the County a new **Exhibit A** to this Agreement or schedules or supplements to **Exhibit A**; provided, that any requirement to provide such schedules or supplements to the County may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement or the Project, and, aside from attorneys' fees described below, the County anticipates no out of pocket expenses in connection with the initial approval of this Agreement and the transactions authorized hereby. The parties understand that counsel to the County has estimated its fees and other expenses for review of this Agreement, the Inducement Resolution, the Multi-County Park Agreement and all resolutions, ordinances, and other documentation related thereto at \$5,000 or less.

Section 4.03. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and each other Co-Investor shall each use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving, or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents, unless the County shall provide prior consent or subsequent ratification, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the

County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event or Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for Negotiated FILOT benefits or result in penalties under the Act absent compliance with the Transfer Provisions.

Section 4.05. Records and Reports. The Company will maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period and the amount of investment with respect thereto and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) At the request of the Administrator, Auditor, Assessor or Treasurer of the County, the Company shall, subject to the last paragraph of this Section 4.05, deliver to the requesting party copies of its annual property tax filings for the most recent three years.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(c) Annually, the Company shall make the filings required by the County Council as set forth in Exhibit B.

The Company shall comply, or cause compliance with, the foregoing record keeping and reporting requirements with respect to investment by any Co-Investor counted toward the investment requirements of this Agreement or benefitting from the Negotiated FILOT hereunder.

Failure to comply with the foregoing record-keeping and reporting requirements shall not constitute a default hereunder unless, the County provides the Company with written notice of such failure, and the Company fails to comply with such reporting requirements within thirty (30) days following receipt of such notice.

Notwithstanding the foregoing and anything herein to the contrary, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall comply with all reasonable, written requests made by the Company and any other Co-Investor with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company or any other Co-Investor.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is

anticipated that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2014. If the Company designates any Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County, if required, pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property during the Investment Period, the annual Negotiated FILOT Payments shall be payable for a period of twenty (20) years. Accordingly, if Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a period of twenty (20) years with the result that, subject to any extensions granted by the County in its sole discretion, the final Negotiated FILOT Payment hereunder shall be made in the twenty-fifth (25th) year.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate equal to the lowest rate allowed by the Negotiated FILOT Act, which the parties believe to be 473.3 mills, the millage in effect for the tax year 2011, ending June 30 2012, in district 2DP, which rate shall remain fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of this Agreement; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act as set forth hereinbelow in this subsection (ii). For typical arm's length construction or acquisition, fair market value is determined with reference to the original income tax basis and, for any personal property, the original income tax basis is hereby reduced by allowable depreciation (except depreciation due to extraordinary obsolescence).

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of

Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT Payments, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, as the case may be;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject

to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the twenty (20) year payment period applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and any other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to its portion of the Negotiated FILOT Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the investment in the Project is insufficient to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e)

above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project does not exceed \$5,000,000 by the end of the Compliance Period, and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that investment in the Project satisfies the Minimum Statutory Investment Requirement by the end of the Compliance Period, but subsequently falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act.

(iii) In the event that the Company fails to meet, or cause to be met, the Minimum Contractual Commitments, the County shall have the right, in its sole discretion, to terminate the Negotiated FILOT and Multi-County Park benefits hereunder prospectively, in which event this Agreement shall terminate.

(iv) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, all property utilized by the Company or any other Co-Investor at the Project site and placed in service during the Investment Period, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that each of the Company and any other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or such Co-Investors or any of their respective Affiliates or operates such assets for the Company or such Co-Investors or any of their respective Affiliates or is leasing portion of the Project in question from the Company or such Co-Investors or any of their respective Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to any Negotiated FILOT Property so transferred: (i) except in connection with any transfer to any Co-Investors, an Affiliate of the Company or such Co-Investors, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Negotiated FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such Co-Investors hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such Co-Investors (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or such Co-Investors, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such Co-Investors and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this **Section 6.01**, and at the Company's or such Co-Investor's expense, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the

assumption by any such transferee of all or part of the rights of the Company or such Co-Investors under this Agreement and/or any release of the Company or such Co-Investor pursuant to this **Section 6.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for the Negotiated FILOT or result in penalties under the Act absent compliance by the Company or such Co-Investors with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Compliance Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project prior to the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent permitted by law, other Co-Investors, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 7.02. Termination. In addition to the rights of the County under **Sections 5.01(f)** and **8.02**, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or a portion of, the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 4.05** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, each of the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or such other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all claims by or on behalf of any person arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding. This Section 9.02 shall survive any termination of this Fee Agreement.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (2) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct; or (3) resulting from a challenge to the constitutionality of the Act or the County’s compliance with the requirements of the Act.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 9.03. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 6.02** hereof and their respective successors and assigns as permitted hereunder.

Section 9.04. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing from time to time by such party.

(a) if to the County:

Richland County, South Carolina
Attn: Richland County Administrator
2020 Hampton Street
Columbia, SC 29202
Fax: 803-576-2137
Telephone: 803-576-2054

with a copy (which shall not constitute notice) to:

Parker Poe Adams & Bernstein, LLP
Attn: Ray E. Jones, Esquire
P.O. Box 1509
Columbia, SC 29202
Fax: 803-253-8917
Telephone: 803-253-8933

(b) if to the Company:

Constantia Hueck Foils L.L.C.
Attn: Director of Finance
1111 Northpoint Blvd.
Blythewood, SC 29016
Fax: 803-404-6582
Telephone: 803-404-6601

with a copy (which shall not constitute notice) to:

April C. Lucas, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
P. O. Drawer 2426 (29202)
Columbia, South Carolina 29201
Fax: 803-727-1462
Telephone: 803-540-2035

Section 9.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.06. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 9.07. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.08. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 9.09. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.10. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.11. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.12. Further Proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee In Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin E. Washington, Sr., Chairman, County
Council, Richland County, South Carolina

[SEAL]

ATTEST:

By: _____
Michelle M. Onley, Clerk to County Council
Richland County, South Carolina

CONSTANTIA HUECK FOILS L.L.C.

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being in Richland County, South Carolina, Northwest of the intersection of Interstate Highway 77 and U.S. Highway 21 near Blythewood, fronting on the southern boundary of Northpoint Boulevard in Northpoint Business Park, as shown as the northern portion of Parcel "D" on the final plat of Northpoint Business Park prepared by U.S. Group, Inc. dated July 22, 1992, revised August 3, 1992 and recorded in the Office of RMC for Richland County, South Carolina in Plat Book 55 at page 1867, the said parcel herein described and conveyed being shown as 26.23 acres (1,142,658 square feet) on the certain plat prepared for Hueck Foils L.L.C., a Delaware limited liability company, by U.S. Group, Inc. dated April 10, 1995, last revised November 30, 1995, and recorded in the Office of RMC for Richland County in Plat Book 56 at page 705, more particularly described therein, to wit:

Beginning at a new ½" rebar located on the southern R/W of Northpoint Blvd., 1386'± from the intersection of Community Road and Northpoint Blvd. (this being the Point of Beginning P.O.B.), thence S 27°18'48" W for 92.76 feet to an old iron pin, thence S 82°27'47" W for 117.05 feet to an old iron pin, thence S 02°02'08" W for 60.03 feet to an old iron pin, thence S 37°03'23" W for 352.92 feet to a new iron pin, thence N 86°56'41" W for 1705.00 feet to the beginning of a curve, said curve having central angle 78°32'58", radius 560.00 feet, chord bearing N 38°20'53" E, and chord distance 709.00 feet, along the said curve for an arc distance of 767.73 feet to the end of the curve, thence N 77°37'22" E for 469.52 feet to the beginning of a curve, said curve having central angle 39° 49'11", radius 960.00 feet, chord bearing S 82°28'03" E, and chord distance 653.84 feet, along the said curve for an arc distance of 667.19 feet to the end of the curve, thence S 62°33'27" E for 264.68 feet to the beginning of a curve, said curve having central angle 17°12'03", radius 1040.00 feet, chord bearing S 71°09'29" E, and chord distance 311.05 feet, along the said curve for an arc distance of 312.22 feet to the end of the curve, this being the Point of Beginning P.O.B, containing 26.23 acres more or less (1,142,658 square feet).

Property Address: 1111 Northpoint Boulevard
Blythewood, South Carolina 29016-8372

TMS No. 14900-01-26

Exhibit A-1

NPCOL1:3086842.3-TBF-(SSC) 029295-00000

EXHIBIT B

A RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:

1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
 - a. Name of company;
 - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
 - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
 - d. Net jobs created to date as a result of the project;
 - e. List of all employees for reporting year by residential zip code only;
 - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator
Attn: Economic Development
P.O. Box 192
Columbia, SC 29202

Exhibit B -1

NPCOL1:3086842.3-TBF-(SSC) 029295-00000

3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21st day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14th day of December, 2010.

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January 2010, 2011


Michelle Onley, Assistant Clerk of Council

Exhibit B -2

NPCOL1:3086842.3-TBF-(SSC) 029295-00000

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office **[THIRD READING] [PAGES 64-69]**

Notes

October 23, 2012 - The Committee recommended that Council convert the Part-Time position to a Full-Time position, which will require a budget amendment, but will be financially neutral.

First Reading: November 13, 2012
Second Reading: December 4, 2012
Third Reading:
Public Hearing: November 13, 2012

Richland County Council Request of Action

Subject: Conversion of a Part-time Paralegal Position to a Full-time Paralegal Position

A. Purpose

The Circuit Public Defender requests that County Council approve the conversion of a part-time paralegal position to a full-time paralegal position.

B. Background / Discussion

The Richland County Public Defender’s Office has one part-time paralegal position in its budget. This position was for an individual working three days (22.5 hours) per week at a yearly salary of \$34,500. The person filling this position has left the employment of this office and Richland County. This position and salary was very specialized (death penalty support work) and we need to convert it to a more generalized paralegal position to more adequately support the core functions of this office.

Starting salary for a **full-time** paralegal in this department is \$28,407.60. The department is currently hiring five new attorneys and filling two existing vacancies which will increase the work load on the paralegal support staff.

The total cost (inclusive of FICA, retirement, medical, dental, and life insurances) for a full-time starting paralegal is estimated at \$39,000 per year. The total cost for the part-time is estimated at \$41,000 per year. The requested conversion will both save money and enhance the ability of this office to accomplish its mission.

There has been no prior action or request for action on this matter.

C. Legislative/Chronological History

This is a staff initiated request and has no legislative/chronological history.

D. Financial Impact

This request is a cost saving request as the starting salary of a full-time paralegal is cheaper than the currently budgeted part-time position. No funds are needed

| Full Name | Salary Acct 511100 & 511300 | FICA Acct 512200 | Regular Retirement Acct 513100 | Health Acct 513300 | Dental Acct 513400 | Life Acct 513500 | Total Cost per Employee |
|-----------------------------|-----------------------------|------------------|--------------------------------|--------------------|--------------------|------------------|-------------------------|
| PART TIME (CURRENT) | \$34,500.00 | \$ 2,639.25 | \$ 3,657.00 | \$ - | \$ - | \$ - | \$40,796.25 |
| FULL TIME (PROPOSED) | \$28,407.60 | \$ 2,173.18 | \$ 3,011.21 | \$ 5,231.40 | \$ 303.84 | \$ 45.12 | \$39,172.35 |

E. Alternatives

1. Approve this request converting a part time paralegal position to a full time paralegal position. This will allow the department to more completely meet staffing needs at no increased cost to the County.
2. Deny the request and force the department to try and fill a position which was set up prior to the switch to county employee status to accommodate one specific individual who had a specific skill set which is not generally available in the market place.

F. Recommendation

It is recommended that Council approve the request to convert a part time paralegal position to a full time paralegal position.

Recommended by: Circuit Public Defender Douglas Strickler
Department: Public Defender
Date: October 8, 2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of Council. Below is some related information for consideration.

- The current method for approval of the departmental position count is through the annual budget
- The Public Defender currently receives funding from the County of approximately \$1.6m. Additional funds are received from the State and Kershaw County
- Council approved the addition of five attorney positions in the FY13 budget
- Based on the ROA, the request would be cost neutral

Human Resources

Reviewed by: Dwight Hanna

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of County Council.

Legal

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval to convert the position in the Public Defender's Office. The conversion of the position would be cost neutral. A budget amendment is required to create a new FT position. If recommended for approval, a budget amendment will be created.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO ADD A FULL-TIME PARALEGAL POSITION IN THE PUBLIC DEFENDER'S OFFICE.

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

SECTION I. That one full-time paralegal position be added to the Public Defender's Office and funded through the existing appropriation level. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY
OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets, as needed **[SECOND READING] [PAGES 70-76]**

Notes

November 27, 2012 - The Committee recommended that Council authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

First Reading: December 4, 2012

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Sidewalk Repairs & ADA Upgrades (County Maintained Public ROW on Residential Streets)

A. Purpose

Richland County is requested to allow Public Works to expend public funds for maintenance and upgrading of sidewalks on all streets (including residential), not just arterial and collector streets.

B. Background / Discussion

Public Works receives 10 – 20 requests per year for repair of sidewalks on County maintained roads. Public Works is also implementing a program of upgrading existing sidewalks to be in conformance to the Americans with Disabilities Act (ADA) regulations, which we have also received requests to perform.

Richland County regulations (Sec 21-22, attached) limit the use of public funds for construction to sidewalks only on arterial and collector streets. The current Ordinance language is attached along with the proposed ordinance change. Most of the repair requests are from residential streets and ADA upgrades must also be addressed on residential streets.

Sidewalks are typically installed in the public right of way of roads accepted for maintenance by Richland County. The Richland County Planning Code (Sec 26-179, attached) requires installation of sidewalks in most developments. This language is also attached as reference. Richland County Council has adopted a Complete Streets Policy which promotes inclusion of alternate transportation modes such as sidewalks and bike paths in the public right of way. Public Works is responsible for maintenance of the facilities in the public right of ways.

If the policy is not changed, Public Works cannot maintain sidewalks on county maintained *residential* streets and cannot upgrade walks and ramps to ADA compliance on County maintained *residential* streets.

By changing this policy, the County will have the ability to use public funds for sidewalk repairs and ADA upgrades on *all* streets when funds are identified and become available. The estimated annual cost of residential sidewalk repairs is \$20,000 per year, with potentially 900 ramps that need ADA upgrades totaling \$1,350,000 (900 @ \$1,500). Richland County has applied for a SCDOT grant to address a small portion of ADA upgrades across the County in the amount of \$300,955.

If the policy is not changed, repairs and upgrades may take longer to implement and the County may risk incurring financial damages from potential trip and fall claims. These costs cannot be estimated.

C. Legislative / Chronological History

Staff initiated request. There is no direct legislative history

D. Financial Impact

There is no direct cost related to this policy change request.

E. Alternatives

1. Do not authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.
2. Authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

F. Recommendation

It is recommended that council approve Alternative 2, and authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

Recommended by: David Hoops Department: Public Works Date: September 26, 2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/6/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation supports the Public Works Director and is based on internal discussions. The ROA is intended to establish consistency between county ordinances, and the Director has identified funding in the Road Maintenance budget.

Planning

Reviewed by: Tracy Hegler

Date: 11/7/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Please see my recommended wording changes in red on the attached ordinance.

Administration

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets. Also recommend approval of the amended ordinance with the recommended changes by Legal.

Section 21-22. Sidewalks (Current language as of November 2012)

(a) **Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.** The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

(b) **Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets.** Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

Sec. 26-179. Pedestrian, bicycle, and transit amenities

(a) *Sidewalks and other pedestrian amenities.*

- (1) *Institutional developments and major residential subdivisions.* All new institutional developments and major residential subdivisions are required to have sidewalks provided along one (1) side of all roads within and abutting the development, except controlled access facilities. The radius of a cul-de-sac shall be exempt from the installation of sidewalks. Sidewalks shall have a minimum width of five (5) feet along external roads abutting the development and a minimum width of four (4) feet along internal roads. A median at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. Sidewalks shall match the grade or elevation of adjacent sidewalks at the property lines. If there is no adjacent sidewalk, then the sidewalk should be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **All sidewalks shall be constructed to the specifications of the public works department and shall meet the minimum requirements of the Americans with Disabilities Act, which are referenced in the County Engineer's "Design Guidelines Road Standards".** Sidewalks that will not be dedicated to the county along private roadways shall have a minimum width of three (3) feet along internal roads, and shall be exempt from ADA compliance if allowed by federal law. The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.

- (2) *Commercial, office, industrial, and PDD districts.* All new development within any commercial, office, industrial, or PDD district is required to provide sidewalks along all sides of abutting roads, except along controlled access facilities. Sidewalks shall have a minimum width of five (5) feet and shall be constructed to the specifications of the public works department. A median strip at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. The sidewalk shall be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.**

The following amendments were recently added to section 26-179 on October 16, 2012:

- (5) *Alternative to sidewalk.* If a trail network is designed to be functionally superior or equivalent to a standard sidewalk plan, then it may be used as a viable alternative. Functionality should be assessed based on connectivity, rather than linear feet.
- (6) *Waiver of sidewalk requirement.* Strict sidewalk requirements may be waived on a case by case basis, particularly if connectivity is improved by alternative systems.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-22, SIDEWALKS; SO AS TO ALLOW THE PUBLIC WORKS DEPARTMENT TO CONSTRUCT AND/OR IMPROVE SIDEWALKS ON ALL STREETS, AS NEEDED.

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 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; is hereby amended to read as follows:

Section 21-21. Sidewalks.

~~(a) — Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.~~ The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction, maintenance, and/or improvement projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

~~(b) — Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.~~

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 _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY
OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 4, 2012 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

12-33MA
Trinity Presbytery, Inc.
Frank Strasburger
RU to RS-MD (10 Acres)
Longtown Rd. & Longtown Rd. East
20300-02-48 [**PAGES 77-78**]

Notes

First Reading: November 27, 2012
Second Reading: December 4, 2012
Third Reading:
Public Hearing: November 27, 2012

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-02-48 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-02-48 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: November 27, 2012
First Reading: November 27, 2012
Second Reading: December 4, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process
[PAGES 79-91]

Notes

First Reading: November 27, 2012
Second Reading: December 4, 2012
Third Reading:
Public Hearing: November 27, 2012

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-53, LAND DEVELOPMENT PERMITS; SO AS TO CLARIFY THE PERMITTING PROCESS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; is hereby amended to read as follows:

Sec. 26-53. Land development permits.

- (a) *General.* No building or other structure shall be erected, moved, added to, or structurally altered without a land development permit being issued by the county. In addition to building or structural change, a land development permit shall also be required for expansions of existing uses as well as for a change of use. A land development permit shall not be issued by the planning department except in conformity with the provisions of this chapter, unless the planning department receives a written order from the Richland County Board of Zoning Appeals in the form of an interpretation involving error (Section 26-58) or a special exception (Section 26-56) or variance (Section 26-57). If the permit is denied, reasons for the denial shall be stated. The planning department shall notify the Building and Inspections Department and the Emergency Services Department whenever plans are submitted that affect the “Emergency Planning Zone” (EPZ) of the V.C. Summer Nuclear Plant (which is located in Fairfield County) that involves an entity that will employ or house more than one hundred (100) persons in a facility on a regular basis, as in those instances an evacuation plan must be first submitted to and approved by the Emergency Services Department prior to the issuance of any building permit or land development permit.
- (b) *Processes.* There are three types of land development permit processes: land development compliance review, minor land development review, and major land development review. The type of process to be applied to a particular development application depends on the nature of the development proposed.
 - (1) *Land development compliance review.*
 - a. *Applicability.* Construction of detached single-family dwelling units and two-family dwellings on individual lots of record are

subject only to land development compliance review in order to obtain a land development permit. In addition, changes of use not involving new construction are subject only to land development compliance review in order to obtain a land development permit.

~~b. *Pre-application procedure.* No pre-application conference is required prior to applying for a land development permit subject to land development compliance review. Applicants are encouraged to call or visit the planning department prior to requesting a land development permit to determine what information is required for the application.~~

eb. *Plan submittal.* An application for a land development permit subject to land development compliance review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council.

~~1. *Filing of application.* An application for a land development permit subject to land development compliance review may be filed by the owner of the property or by an authorized agent. The application for a land development permit shall be filed with the planning department on a form provided by the department.~~

~~2. *Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies. Provided the application is complete, the planning department, for projects not involving some other form of review, shall approve; ~~approve conditionally~~; or deny the approval of the application within thirty (30) days of receipt. Failure to act within thirty (30) days, unless extended by mutual agreement, shall be considered to constitute approval. In most situations, land development compliance review and the issuance of a land development permit can be handled at the time of application submittal. A record of all actions will be maintained as a public record and the applicant must be notified in writing of any actions taken.

ed. *Public notification.* No public notification is required for land development permit issuance subject to land development compliance review.

fe. *Formal review.* No formal review is required for land development permit issuance subject to land development compliance review.

gf. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

hg. *Appeals.* Appeals of the decisions of the planning department regarding land development permit applications, which must be filed within thirty (30) days after actual notice of the decision, shall be heard by the planning commission under the procedures set forth at Section 26-58 of this chapter. Such appeals shall encompass all issues for appeal. An appeal from the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ih. *Permit validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

(2) *Minor land development review.*

a. *Applicability.* Minor land developments are those developments (exclusive of residential or commercial subdivisions) that do not meet the standards for applicability for “land development compliance review” or “major land development” review. If a phased project would reach the thresholds for a major land development within a five (5) year period, then the project shall be treated as a major land development, regardless of the size of the individual phases. To be considered a minor land development, the subdividing of property or the dedication of land to the county for open space or other public purposes shall not be part of the development. Minor land developments are subject to the review process outlined in subparagraphs b. through f. below in order to obtain a land development permit.

~~b. *Pre-application procedure.* No pre-application conference is required prior to applying for a land development permit subject to minor land development review. Applicants are encouraged to call or visit the planning department prior to requesting a land development permit to determine what information is required for the application.~~

cb. *Plan submittal.* An application for a land development permit subject to minor land development review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council.

~~1. *Filing of application.* An application for a land development permit subject to minor land development review may be filed by the owner of the property or by an authorized agent. The application for a land development permit shall be filed with the planning department on a form provided by the department and shall be accompanied by plans drawn to scale of the development. The application and plans shall include all information requested by the department.~~

~~2. *Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies

within ten (10) days of the most recent submission date. Provided the application is complete, the following shall occur.

1. *Planning staff review.* Plans for development requiring minor land development review shall be reviewed by the planning department for compliance with the requirements of this chapter.
2. *Development review team.* As needed, plans for development requiring minor land development review shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve, approve conditionally, or deny the approval of the application within thirty (30) days of receipt. Failure to act on an application within thirty (30) days shall be considered to constitute approval. A record of all actions will be maintained as a public record and the applicant must be notified of any actions taken.

~~ed.~~ *Public notification.* No public notification is required for land development permit issuance subject to minor land development review.

~~fe.~~ *Formal review.* No formal review is required for land development permit issuance subject to minor land development review.

~~gf.~~ *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, requests for variances from the requirements set forth in Article IX. shall be heard by the planning commission.

~~hg.~~ *Appeals.* Appeals of the decisions of the planning department regarding land development permit applications (subject to minor land development review), which must be filed within thirty (30) days after actual notice of the decision, shall be heard by the planning commission under the procedures set forth in Section 26-58 of this chapter. Such appeals shall encompass all issues for appeal. An appeal of the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30) days, a

property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court, accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ih. *Permit validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

(3) *Major land development review.*

- a. *Applicability.* Major land developments are those developments, exclusive of residential or commercial subdivisions, which:
1. Involve one hundred thousand (100,000) or more square feet of nonresidential floor space;
 2. Involve one hundred and fifty (150) or more multi-family residential dwelling units, lots or manufactured home spaces in a manufactured home district; and/or
 3. Involve the dedication of land to the county for open space or other public purposes.

Due to the size of these projects, a more formal review process is required. This review process is established to ensure the safety of the public and to assure that adequate services and facilities can be provided for these developments and to assure that they do not

negatively impact the area in which they are proposed to be located or the county as a whole.

~~b. *Pre-application procedure.* All applicants for a land development permit that is subject to major plan development approval are required to schedule a pre-application conference with the planning director prior to the preparation of development plans. This conference allows the applicant and planning staff an opportunity to discuss the review process, the requirements for completing the review schedule, contact persons for services and permits, and information regarding site plan requirements. The staff can also determine if any special reviews will be required. It is also highly recommended that the developer, as appropriate, meet with representatives of the neighborhood in which the proposed project is located. This meeting, which can be held at the pre-application stage, will allow the developer an opportunity to explain the proposed project and to be informed of the concerns of the neighborhood.~~

eb. *Plan submittal.*

1. *Filing of application.* Applications for land development permits subject to major land development review ~~may~~ shall be filed by the owner of the property or an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council. ~~The application shall be filed with the planning department on a form provide by the department and shall be accompanied by the required number of site plans. The application and plans shall include all information requested by the department. The schedule for submittal of applications in order to have them reviewed at established technical review team and planning commission meetings shall be maintained in the planning department.~~
2. *Preparation of plans.* Site plans for developments requiring major land development review shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor. ~~Plans shall include a Traffic Impact Assessment.~~
3. ~~*Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days of the most recent submission date. Provided the application is complete, the following shall occur:

1. ~~*Planning staff review Scheduling.* Plans for development requiring major land development review shall be reviewed by the planning department for compliance with the requirements of this chapter. The schedule for meetings of the Development Review Team shall be kept and maintained in the Office of the Richland County Planning and Development Services Department.~~

2. *Development review team.* The planning department shall ~~present~~ distribute site plans for developments requiring major land development review to members of the development review team. ~~Within thirty (30) days of receipt of a site plan from the planning department, t~~The development review team members shall review the site plans for compliance with the development regulations of Richland County. Upon review, ~~the existing federal, state and local laws and regulations, as well as for compatibility with the county's comprehensive plan.~~ The development review team shall ~~take~~ determine one of the following ~~three (3) actions on the application within fifteen (15) days of reviewing the site plan.:~~

[a] ~~*Approval by development review team*~~The project is in compliance with the development regulations of Richland County. If the site plan is approved by the development review team, the planning department shall notify the applicant and transmit the site plan to the planning commission for their information.

[b] ~~*Conditional approval by development review team*~~The project is not in compliance with the development regulations of Richland County. ~~If t~~The site plan ~~receives conditional approval, the applicant shall revise the plan based upon the conditions of the approval and resubmit it. The revised plan shall be reviewed by the planning department and if it meets all of the review team conditions, the site plan shall be transmitted to the Richland County Planning Commission for their information. Conditional approval may also be~~

~~appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections e. and f. below.~~

~~[e] *Denial by development review team.* If the site plan is shall be denied, and the reasons for denial shall be provided to the applicant. The site plan may be revised to address the reasons for denial and resubmitted ~~in accordance with the provisions of this chapter.~~ The denial may also be appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections e. and f. below and the payment of any fees established by the Richland County Council. Revised site plans shall be administratively reviewed; provided, however, major changes that materially affect the characteristics of the site plan, as determined by the planning director, may require an additional DRT review.~~

~~Appeals must be filed within fifteen (15) days of the date the decision is received by the applicant for a land development permit.~~

~~The decision of the DRT will be posted on the first day of the month outside of the Planning Department Office, on the bulletin board located in the lobby of the County Administration Building, and on the County website. Appeals must be filed to the Planning Commission within fifteen (15) days of the posting.~~

~~ed. *Public notification.* No public notification is required for land development permit applications issuance ~~subject to major land development review where a report of approval is being made by the development review team.~~ However, when an appeal is made to the planning commission, notice of said appeal shall be published in a newspaper of general circulation in the county fifteen (15) days in advance of the hearing. Such notice shall contain the date, time, and place of the public hearing, and the nature and character of the proposed action. The notice shall also inform the public where information may be examined and when and how written comment may be submitted on the proposed matter.~~

~~f. *Formal review.*~~

~~1. *Public hearing or report before planning commission.* Following receipt of a report or appeal on a proposed major land development plan, the matter shall be scheduled for report or hearing by the Richland County Planning Commission. The planning commission shall consider this request at the next available meeting. There shall be no public hearing held in conjunction with a report on a development project approved by the development review team. In these cases, the commission shall receive a report on the decision of the development review team for their information. In case of an appeal, the planning commission shall conduct a public hearing on said appeal. Failure by the planning commission to act within sixty (60) days of the original complete submittal (minus any time taken for making changes as set forth by the development review team) shall constitute approval, unless this time period is extended by mutual agreement.~~

~~2. *Decision by planning commission.* Where an appeal has been made to them on a major land development, the Richland County Planning Commission, after conducting the public hearing, may: deny approval, table the application pending submittal of additional information, or approve the application for a land development permit. The decision on the land development permit application shall be by a majority vote of the commission as set forth in the bylaws of the commission.~~

ge. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

hf. *Appeals.*

1) ~~Appeals of the decisions of shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council, by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision and must encompass all issues for appeal. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-~~

~~1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

2) Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ig. Permit validity. In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 27, 2012
First Reading: November 27, 2012
Second Reading: December 4, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process [**PAGES 92-113**]

Notes

First Reading: November 27, 2012
Second Reading: December 4, 2012
Third Reading:
Public Hearing: November 27, 2012

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SO AS TO CLARIFY THE SUBDIVISION REVIEW AND APPROVAL PROCESS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; is hereby amended to read as follows:

Sec. 26-54. Subdivision review and approval.

- (a) *General.* Pursuant to the requirements of Section 6-29-1110, et seq., of the South Carolina Code of Laws, as amended, no subdivision of land in Richland County may be recorded without review and approval in accordance with this section. No road, right-of-way, easement, or other land, shall be accepted, or maintained by the county, be extended or connected, nor shall any certificate of occupancy be issued by a department of the county for any building, or other improvements, until the subdivision, and/or other property division, complies with the requirements of this section. These review procedures are designed to ensure that the purposes of various regulations set forth in this section are carried out and that the objectives and policies of the comprehensive plan for the county are implemented.
- (b) *Sketch ~~(site)~~ plans and plats to show flood limit lines as depicted on the current FIRM panel.* All sketch ~~(site)~~ plans for subdivisions and plats submitted for approval pursuant to this section shall be prepared by a registered engineer or licensed surveyor and shall contain a delineation of all flood lines and floodway boundary lines, as shown on the County's Flood Insurance Rate Map as adopted in Section 26-106 (b).
- (c) *Processes.* There are three types of subdivision review processes: administrative review, minor subdivision review, and major subdivision review. The type of process to be applied to a particular development application depends on the nature of the development proposed.
 - (1) *Administrative review.*

a. *Applicability.* The following types of subdivisions are subject to administrative review in accordance with this section:

1. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter.
2. The division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway.
3. The combination or recombination of entire lots of record where no new road or change in existing roads is involved.
4. The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.

~~b. *Pre-application procedure.* There is no pre-application procedure for administrative subdivision review. Applicants are encouraged to visit the planning department prior to requesting subdivision approval to determine what information is required for the application.~~

~~eb. *Plan-s*Submittal. Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Plats must be prepared by a South Carolina licensed land surveyor.~~

~~1. *Filing of application.* Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department and shall be~~

~~accompanied by a final subdivision plat containing all information as required by the department.~~

~~2. Fees. A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

~~dc. Staff review. The planning department shall approve or deny review the application ~~and subdivision plat and provide a written decision regarding the request as soon as possible, but no later than~~ within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with ~~written a~~ written a notice of the application's status within thirty (30) days after the submission date of a completed application, then in this time period, the application shall be deemed approved.~~

~~ed. Public notification. No public notification is required for administrative subdivision review.~~

~~fe. Formal review. No formal review is required for administrative subdivision review.~~

~~gf. Variances. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, variances from the requirements set forth in Article IX. must be approved by the planning commission.~~

~~hg. Appeals.~~

~~1) Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council. A person who may have a substantial interest in the decision of the planning department regarding subdivision applications may appeal such decision to the Richland County Planning Commission. Such appeal must be made within thirty (30) days of receipt of the decision by the property owner. The appeal shall be in writing and delivered to the planning department. The appeal must include the specific section of this chapter (or the specific design detail) from which the appeal is taken and the basis or reason for the appeal. An appeal from the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30)~~

~~days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

2) Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ih. ~~Recordation/a-Approval validity/final plat/recordation. A final plat for an approved subdivision subject to administrative review shall be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds and a copy of the recorded plat shall be provided to the planning department by the applicant for the public record. Any hold-harmless agreement, if required, shall be attached to said recorded plat and any other subsequent property transfer instruments, and shall run with the land. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.~~

1. Recordation. A signed and sealed plat for an approved subdivision must be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat.

No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.

2) Approval validity. Failure to record a plat within thirty (30) days shall invalidate the plat approval.

(2) *Minor subdivision review.*

- a. *Applicability.* The minor subdivision review process is required for those divisions of land that do not qualify for administrative subdivision review (see above) but which consist of less than fifty (50) lots. A minor subdivision shall not require engineered documents pertaining to design of infrastructure or the dedication of land to the county for open space or other public purpose. If a phased project, with fewer than fifty (50) lots in one or more phases, involves a total of fifty (50) or more lots within five (5) years of the recording of any prior phase, then the project shall be treated as a major subdivision, regardless of the size of the individual phases.
- b. ~~*Filing of application*~~*Submittal.* An application for minor subdivision review shall be filed by the owner of the property or by an authorized agent. The application for minor subdivision approval shall be filed with the planning department on a form provided by the department. All documents/information required on the application must be submitted; including the permit fee, as established by Richland County Council.
- c. *Staff review.*
 1. *Planning staff review.* Plans for minor subdivision developments shall be reviewed by the planning department for compliance with the requirements of this chapter.
 2. *Development review team.* As needed, plans for minor subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve or deny the application for a minor subdivision within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application's status

within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

- d. *Public notification.* No public notification is required for minor subdivision review.
- e. *Formal review.* No formal review is required for minor subdivision plan approval.
- f. *Variations.* Requests for variations, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.
- g. *Appeals.*
 - 1. Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Section 26-58, and the payment of fees established by the Richland County Council.
 - 2. Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who has a substantial interest in the decision may appeal such decision of the Richland County Planning Commission to the Circuit Court, provided that a proper petition is filed with Richland County Clerk of Court within thirty (30) days after the applicant receives written notice of the decision. An appeal shall cease all staff and review agency activity regarding the subject project. However, a reconsideration request may be heard at the same time an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the Planning Commission may appeal by filing a notice of appeal with the Circuit Court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.
- h. ~~Approval validity~~/Recordation/approval validity.

1. *Recordation.* A signed and sealed plat for a minor subdivision must be recorded by the applicant within ~~thirty (30)~~ one hundred eighty (180) days of approval, with the Richland County Register of Deeds. Approval of the plat shall constitute the final subdivision approval. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.

3. *Approval validity.* Failure to record a plat within ~~thirty (30)~~ one hundred eighty (180) days shall invalidate plat approval.

(3) *Major subdivision review.*

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

~~b. *Pre-application procedure.* It is required that every applicant for major subdivision review meet with the planning department in a conference prior to the submittal of a subdivision plat. The purpose of this conference is to provide clarification and assistance in the preparation and submission of plans/plats for approval. It is also highly recommended that the developer, as appropriate, meet with representatives of the neighborhood in which the proposed project is located. This meeting, which can be held at the pre-application stage, will allow the developer to explain the proposed project and to be informed of the concerns of the neighborhood.~~

~~e. *Plan submittal.*~~

- ~~1. *Filing of application.* An application for major subdivision review may be filed by the owner of the property or by an authorized agent. The application for major subdivision approval shall be filed with the planning department on a~~

~~form provided by the department. The application shall be accompanied by a sketch plan containing all information required on the application including a sketch of the entire proposed development even in cases where the development is occurring in phases. Sketch plans for developments requiring major land development review shall be submitted in both a paper and a digital format as specified by the County, and shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor.~~

~~2. Fees. A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

db. *Sketch plan review and approval.*

1. Plan submittal. An application for major subdivision review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Sketch plans shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor.

12. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the application applicant of the deficiencies within ~~fifteen (15)~~ ten (10) days of the most recent submission date. Provided that the application is complete, the following shall occur:

[a] Scheduling. The schedule for meetings of the Development Review Team shall be kept and maintained in the office of the Richland County Planning and Development Services Department.

~~[a] Planning staff review.~~ ~~Sketch plans for development requiring major subdivision review shall be reviewed by the planning department for compliance with the requirements of this chapter.~~

[b] Development review team. The planning department shall ~~present~~ distribute sketch plans ~~for developments requiring major subdivision review to members of~~ the development review team. ~~Within~~

~~thirty (30) days of receipt from the planning department, The development review team members shall review the sketch plans for compliance with existing federal, state, and local laws as well as compatibility with the county's comprehensive plan the development regulations of Richland County. Upon review, The development review team shall take determine one of the following three (3) actions on the application within fifteen (15) days of reviewing the sketch plan:~~

[1] ~~*Approval by development review team. The project is in compliance with the development regulations of Richland County.*~~ If the sketch plan is approved by the development review team, the planning department shall notify the applicant and transmit the sketch plan to the planning commission for their information only.

~~[2] *Conditional approval by development review team. If the sketch plan receives conditional approval, the applicant shall revise the plan based upon the conditions of the approval and resubmit it. The revised plan shall be reviewed by the planning department, and if it meets all of the review team conditions, the sketch plan shall be transmitted to the Richland County Planning Commission for their information. Conditional approval may also be appealed to the planning commission subject to the procedures for a public hearing set forth in subsections 2. and 3. below.*~~

[3] ~~*Denial by development review team. The project is not in compliance with the development regulations of Richland County. If The sketch plan is shall be denied, and the reasons for denial shall be provided to the applicant. The sketch plan may be revised to address the reasons for denial and resubmitted in accordance with the provisions of this chapter. The denial may also be appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections d.2. and d.3. below, and the payment of*~~

~~any fees established by the Richland County Council. Revised sketch plans shall be administratively reviewed; provided, however, major changes that materially affect the characteristics of the sketch plan, as determined by the Planning Director, may require an additional DRT review.~~

~~Appeals shall only be filed by the applicant, a contiguous landowner, or an adjacent landowner, and must be filed within fifteen (15) days of the date the decision is received by the applicant for a land development permit.~~

~~The decision of the DRT will be posted on the first day of the month outside of the Planning Department Office, on the bulletin board located in the lobby of the County Administration Building, and on the County website. Appeals must be filed to the Planning Commission within fifteen (15) days of the posting.~~

~~2. *Public notification.* No public notification is required for major subdivision sketch plan review where a report of approval is being made by the development review team. However, when an appeal is made to the planning commission, notice of said appeal shall be published in a newspaper of general circulation in the county fifteen (15) days in advance of the hearing. Such notices shall contain the date, time, and place of the public hearing, and the nature and character of the proposed action. The notice shall also inform the public where information may be examined and when and how written comment may be submitted on the proposed matter.~~

~~3. *Formal review.*~~

~~[a] *Public hearing or report before planning commission.* Following receipt of a report or appeal on a proposed major subdivision sketch plan, the matter shall be scheduled by the Richland County Planning Commission. The planning commission shall consider this matter at the next available meeting. There shall be no public hearing held in conjunction with a report on a sketch plan approved by the development review team. In these cases, the~~

~~commission shall receive a report on the decision of the development review team for their information. In case of an appeal, the planning commission shall conduct a public hearing on said appeal. Failure by the planning commission to act within sixty (60) days of complete submittal shall constitute approval unless this time period is extended by mutual agreement.~~

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

~~[1] — The proposed project complies with the policies and objectives of the county comprehensive plan.~~

~~[2] — The proposed project complies with the purpose, scope, and provisions of this chapter.~~

~~[3] — The county address coordinator has approved the subdivision name and addresses, and the planning commission has approved the subdivision road names. (See Section 26-183 of this chapter).~~

~~[4] — The proposed project complies with the subdivision sketch plan checklist of the planning department.~~

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

42. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

53. *Appeals.* ~~Pursuant to the requirements of Section 6-29-1150 (C) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision may appeal such decision of the planning commission to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff and review agency activity regarding the subject project. However, a reconsideration request may be heard at the same time an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

[a] Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council.

[b] Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's

responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

~~6. *Reconsideration of proposed subdivision.* The planning commission may reconsider any decision it made on a proposed major subdivision when an applicant has submitted new facts directly related to the proposed project that have been discovered subsequent to the planning commission's sketch plan decision. Simply seeking an opportunity to make a better argument shall not warrant planning commission reconsideration of a sketch plan decision. Such alleged new factual information shall be submitted to the planning department within fourteen (14) days of the planning commission sketch plan decision to be eligible for reconsideration. The planning commission shall consider whether the request for reconsideration meets the criteria for reconsideration at the next available planning commission meeting. A request for reconsideration shall toll the time limit requirement to file an appeal pursuant to the requirements of subparagraph 5. above.~~

74. *Approval validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon written notice of sketch plan approval for a subdivision phase, the applicant shall have a two (2) year vested right to proceed with the development of the approved subdivision phase under the requirements of Article V (Zoning Districts and District Standards) of this Chapter, which are in effect on the date of sketch plan approval. Failure to submit an application for preliminary plan approval within this two (2) year period shall render the sketch plan approval void. However, the applicant may apply request to the planning department for a one (1) year extension of this time period no later than thirty (30) days and no earlier than ~~120~~ sixty (60) days prior to the expiration of the sketch plan approval. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment

having become effective prior to the expiration of the approval. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved sketch plan that has not first been reviewed and approved by the planning department shall render the sketch plan approval invalid.

ec. *Preliminary (construction drawings) subdivision plan review and approval.*

1. ~~*Purpose/s*~~Submittal. ~~The purpose of the preliminary subdivision plan stage of major subdivision review is to ensure that the subdivision can be built in substantial compliance with the approved sketch plan. The preliminary plan shall be submitted to the planning department in both a paper and a digital format as specified by the County, and shall contain all information required by the department. An application for preliminary plan review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the preliminary plan submittal and determine if it is complete. The applicant shall be notified within ten (10) days of submittal if the application is not complete. Provided that the application is complete, ~~the planning department shall review the plan for compliance with the requirements of this chapter and conformity with the approved sketch plan, and then issue a letter to the applicant either approving, approving with conditions, or denying the preliminary subdivision plan. Failure on the part of the planning department to act on the preliminary plat within thirty (30) days shall constitute approval. Approval of the preliminary subdivision plan shall not constitute final or bonded subdivision plat approval (see Sections 26-54(b)f. and g. below).~~ the following shall occur:

[a] *Development review.* The preliminary plat for developments requiring major subdivision review shall be reviewed by county development review staff for compliance with the development regulations of Richland County and conformity with the approved sketch plan and preliminary plan.

[b] The planning department shall approve or deny the application for a preliminary subdivision within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application's status within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

3. *Public notification.* No public notification is required for major subdivision preliminary plan review and approval.
4. *Formal review.* No formal review is required for major subdivision preliminary plan review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~
- ~~6. *Appeals.* The applicant, a contiguous landowner, or an adjacent landowner may appeal a planning department decision regarding the preliminary subdivision plan to the planning commission. Such appeal must be in writing and must include the specific section of this chapter (or the specific design detail) from which the appeal is taken and the basis or reason for the appeal. Such appeal shall be heard at the planning commission's next available meeting.~~
76. *Approval validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon written notice of preliminary plan approval for a subdivision phase, the applicant shall have a two (2) year vested right to proceed with the development of the approved subdivision phase under the requirements of Article VII (General Development, Site, and Performance Standards) and Article VIII (Resource Protection Standards) of this Chapter, which are in effect on the date of preliminary plan approval. Failure to submit an application for either bonded plat or final plat approval within this two (2) year period shall render the preliminary subdivision plan approval void. However, the applicant may apply request to the planning department for a one (1) year extension of this time period no later than thirty (30) days and no earlier than ~~120~~ sixty (60) days prior to the

expiration of the preliminary subdivision plan approval. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the approval. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved preliminary plan that has not first been reviewed and approved by the planning department shall render the preliminary subdivision plan approval invalid. Preliminary subdivision plan approval allows the issuance of building permits or manufactured home setup permits in the name of the subdivision developer only, for one model dwelling unit per subdivision phase, as well as for a temporary construction office or storage structure or a temporary security office/quarters. ~~However, approval must be obtained from DHEC for water supply and sewage disposal prior to building occupancy.~~

fd. *Bonded subdivision ~~plan~~ plat review and approval.*

1. ~~*Purpose/s*~~Submittal. ~~The purpose of the bonded subdivision plan stage of major subdivision review is, by mutual consent of both the developer and the county, to record a bonded plat, enable the conveyance of lots to third parties, and allow the issuance of building permits and manufactured home setup permits to third parties before the construction, installation, and acceptance of all required infrastructure improvements. The county protects these third parties and assures the orderly completion of the subdivision infrastructure by choosing to accept, in accordance with the provisions in Section 26-223 of this chapter, a bond, in an amount and with surety and conditions satisfactory to it, providing for and securing to the county the actual construction and installation of all improvements and utilities within a specified time period. The bonded plan shall be submitted to the planning department in both a paper and a digital format as specified by the County, and shall contain all information required by the department. An application for bonded plat review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the bonded ~~plan plat~~ submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ten (10) days after the most recent submission date. Provided that the application is complete, the following shall occur:
 - [a] ~~*Planning staff Development review.*~~ Bonded ~~plans plats for development requiring major subdivision review~~ shall be reviewed by ~~the planning department~~ county development review staff for compliance with the ~~requirements of this chapter~~ development regulations of Richland County and conformity with the approved sketch plan and preliminary plan.
 - ~~[b] *Development team review.* As needed, bonded plans for major subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.~~
 - [b] _____ The planning department shall approve, ~~approve with conditions,~~ or deny the bonded subdivision ~~plan plat~~ application based on written findings of fact. Approval of the bonded subdivision ~~plan plat~~ shall not constitute final subdivision ~~plan plat~~ approval (see subparagraph gf. below on final subdivision ~~plan plat~~ approval). Failure on the part of the planning department to act on the bonded plat within thirty (30) days after receiving a complete application shall constitute approval.
3. *Public notification.* No public notification is required for major subdivision bonded ~~plan plat~~ review and approval.
4. *Formal review.* No formal review is required for major subdivision bonded ~~plan plat~~ review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~

~~6. Appeals. An applicant, or other party of interest, may appeal a planning department decision regarding the bonded subdivision plan to the planning commission. Such appeal shall be heard at the planning commission's next available meeting.~~

76. ~~Approval validity/~~Recordation. ~~If~~ Once approved, prior to recordation, the bonded plat must be signed ~~in the appropriate place~~ by the land development administrator or his/her designee. The approval of a bonded plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A bonded plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least ~~one (1)~~ five (5) ~~copyies~~ copies of the recorded plat. Except as allowed under Section 26-54(b)(3)e.7. of this chapter, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property. If the developer fails to complete the bonded infrastructure improvements and submit a complete application for final subdivision ~~plan~~ plat approval within the specified time period, the county may proceed to collect the financial surety and assume responsibility for completing the required infrastructure improvements.

ge. *Final subdivision ~~plan~~ plat review and approval.*

1. ~~Purpose/s~~Submittal. ~~The purpose of the final subdivision plan stage of major subdivision review is to document the satisfactory completion of required infrastructure improvements, enable the conveyance of lots to third parties, and allow the issuance of building permits and manufactured home setup permits to third parties. Following approval of a preliminary subdivision plan for a major subdivision, (and optionally, a bonded subdivision plan) and the installation and acceptance of required infrastructure improvements, a final plat shall be prepared and submitted in both a paper and a digital format as specified by the County. The final plat application shall contain all information required by the planning department, including written county and utility provider~~

~~acceptance of all infrastructure. An application for final plat review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the final ~~plan plat~~ plat submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ten (10) days after the most recent submission date. ~~No later than thirty (30) days after receipt of a complete final plat package, the department shall approve, approve with conditions, or deny the final plat application. Failure on the part of the planning department to act on the final plat within thirty (30) days after receiving a complete application shall constitute approval. Provided that the application is complete, the following shall occur:~~
 - [a] *Development review.* The final plat for developments requiring major subdivision review shall be reviewed by county development review staff for compliance with the development regulations of Richland County and conformity with the approved sketch plan and preliminary plan.
 - [b] *The planning department shall approve or deny the final subdivision plat application based on written findings of fact. Failure on the part of the planning department to act on the final plat within thirty (30) days after receiving a complete application shall constitute approval.*
3. *Public notification.* No public notification is required for major subdivision final ~~plan plat~~ plat review and approval.
4. *Formal review.* No formal review is required for major subdivision final ~~plan plat~~ plat review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~

~~6. *Appeals.*— An applicant, or other party of interest, may appeal a planning department decision regarding the final subdivision plan to the planning commission. Such appeal shall be heard at the planning commission’s next available meeting.~~

~~76. *Approval validity/Recordation.* If approved, prior to recordation, the final plat must be signed in the appropriate place by the land development administrator. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A final plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. Except as allowed under Section 26-54(b)(3)e.7. or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject property. Once approved, prior to recordation, the final plat must be signed by the land development administrator or his/her designee. A final plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. Except as allowed under Section 26-54(b)(3)e.7., or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject property.~~

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 27, 2012
First Reading: November 27, 2012
Second Reading: December 4, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services [**PAGES 114-129**]

Notes

November 27, 2012 - The Committee recommended that Council approve the request to amend the ordinance to increase charges for towing and wrecker services. Staff is to provide additional information to Council at the Council Meeting.

First Reading: December 4, 2012

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Ordinance Amendment: Increase the Cost of Towing and Wrecker Services

A. Purpose

County Council is requested to approve an amendment to County Ordinances Chapter 25, Article II: Towing and Wrecker Services, Section 25-20 Wrecker and Storage Charges in order to increase the cost for services.

B. Background / Discussion

On October 16, 2012 Richland County Wrecker Service Operators requested County Council review for possible adjustment the 2009 Richland County Ordinance pertaining to allowable fees charged for wrecker (towing) and storage services due to increased costs in fuel, insurance, materials (tires, batteries, trucks), personnel and overall inflation. A copy of the October 16 presentation, as well as correspondence to Councilman Manning, is attached as reference.

A review of the South Carolina Highway Department and Lexington County processes was conducted, and the request does not appear to be unreasonable or unfair. (See attached Current Towing and Wrecker Services chart.)

| Current Code of Ordinances Allowable Charges |
|--|
| 1. Basic Tow Charge - \$125.00 |
| 2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour |
| 3. Collision Tow - \$150.00 plus the Basic Tow charge * |
| 4. Storage Charges - \$10.00 |

| Requested Increase by Richland County Wrecker Service Operators |
|---|
| 1. Basic Tow Charge - \$160.00 |
| 2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$125.00 per hour |
| 3. Collision Tow - \$160.00 |
| 4. Storage Charges - \$25.00 |

*NOTE- When these same charges were increased in 2009 (Ord. 062-09HR), Council approved language (identical in all three readings) that stated that the Collision Tow charge would be \$150 and would NOT be combined with the basic tow charge. Unfortunately, when the Ordinance was executed, the document failed to include the word “not” and thus, requires the \$150 plus the basic tow charge. Again, this language was not passed by Council and the signed document (062-09HR) contains a scrivener’s error. The language in the draft Ordinance (attached) before you removes that error and includes the language actually passed in 2009.

Please note that according to Chris Schroeder at Schroeder Towing, customers are currently

charged \$150 only when being towed for a collision. The towing / wrecker companies are **not** charging this fee on top of a basic tow fee. Accordingly, the towing / wrecker companies are following the original intent of the Ordinance. (The correspondence to Mr. Manning from Mr. Schroeder contains the incorrect language contained in Ord. 062-09HR, which is revised herein.)

C. Legislative / Chronological History

This item was forwarded from the October 16, 2012 Council Meeting to the November A&F Committee.

D. Financial Impact

There is no financial impact to the County, as payments are made directly from the vehicle owner to the Richland County Wrecker Service Operators.

E. Alternatives

1. Approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).
2. Do not approve the request to amend the Ordinance to reflect the price increases.

F. Recommendation

It is recommended that Council approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).

Recommended by: Rodolfo A. Callwood Department: Procurement Date: 11/2/2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/13/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is based on the Procurement Director's request and the proposal having no fiscal impact to the County

Legal

Reviewed by: Elizabeth McLean

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the amended fee schedule as proposed.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 25, VEHICLES FOR HIRE; ARTICLE II, TOWING AND WRECKER SERVICES; SECTION 25-20, WRECKER AND STORAGE CHARGES, SO AS TO INCREASE THE FEES CHARGED FOR TOWING AND WRECKER SERVICES.

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 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and storage charges; is hereby amended to read as follows:

Section 25-20. Wrecker and storage charges.

(a) A basic tow charge of ~~\$125~~ \$160 shall be made for the use of a wrecker (other than a large wrecker) called to tow a vehicle pursuant to the provisions of this article. An additional charge of ~~\$75~~ \$125 per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. a dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be ~~\$150~~ \$160 and will not be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violations or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon immediate payment of \$50 to the wrecker operator if a basic tow truck was called or upon payment of \$85 to the wrecker if a large tow truck was called.

(b) Storage charges on stored or impounded vehicles shall be ~~\$10~~ \$25 per day.

(c) No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.

(d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

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 _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Current Towing and Wrecker Services November 2012

| Richland County | Lexington County | SC Highway Patrol |
|--|---|--|
| <ol style="list-style-type: none"> 1. Basic Tow Charge - \$125.00 2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour 3. Collision Tow is \$150.00 plus the basic tow charge 4. Large Wrecker Tow Charge -\$250.00 5. Special Circumstances (overturned cab/trailer) \$200.00 per Hour 6. Storage Charges - \$10.00 7. Tows Due to Parking Violations & Abandonment - If the owner appears and makes claim to the vehicle prior to it being towed but after the wrecker has been called, an immediate \$50.00 charge for basic tow and \$85.00 for large wrecker tow, shall be paid to the wrecker operator | <ol style="list-style-type: none"> 1. Class A Public Vehicles: Violations - \$150.00 Non Violations - \$125.00 2. Class A - County Owned \$65.00 Flat Fee 3. Additional Charges for Class A Public and County Vehicles Winching - \$50.00 Removal of Drive Shaft - \$15.00 Wait Time \$50.00 per hour 4. Class B - Public & County Vehicles \$100.00 per hour 5. Class C - Public & County Vehicles \$150.00 per hour 6. Vehicle Storage - \$25.00 per day 7. Landau/Lowboy - \$150.00 Flat Fee 8. Vehicle towed outside of County in excess of 15 miles - additional \$3.00 per mile | <ol style="list-style-type: none"> 1. Class A - Violations - \$135.00 Collisions - \$185.00 Stranded Motorist /Abandon Vehicle - \$135.00 Storage - \$25.00 per day 2. Class B - Violations - \$145.00 Collisions - \$200.00 Stranded Motorist /Abandon Vehicle - \$145.00 Storage - \$25.00 per day 3. Class C - Violations - \$350.00 Per hour Collisions - \$350.00 Per hour Stranded Motorist/Abandon Vehicle - \$350.00 Per hour Storage - \$35.00 per day |

October 3, 2012

The Honorable Jim Manning
Richland County Council District 8
4531 Briarfield Road
Columbia, SC 29206

Dear Sir,

My name is Chris Schroeder and I am the owner and operator of Schroeder's Towing Inc. I am writing this letter on behalf of all the current tow truck operators now on the Richland County rotation list. It is written as a request for the consideration of Richland County Council concerning the amounts allowed for towing and storage services in Richland County.

As I am sure you are aware the price of fuel has risen drastically since 2009, which is the last time Council considered this matter. With Diesel fuel now well over four dollars a gallon, insurance premiums increasing exponentially, compounded by rising cost of pay and benefits to employees, I, like the other operators in Richland County, simply cannot operate at the prices we are allowed to charge in Richland County.

The South Carolina Highway Patrol, The City of Columbia and other governmental agencies in and around Richland County have adjusted accordingly so that we may continue to operate in a fair and equitable manner.

The proposal below is comparable to the aforementioned agencies current pricing and would compensate for the increases previously described. I am therefore asking you to consider these changes (reflected in blue) to section 25-5 of the Richland County code to bring Richland County in line with today's market place.

Sec. 25-20. Wrecker and storage charges.

- (a) A basic tow charge of \$125 (~~\$125~~ \$160) shall be made for the use of a wrecker (other than a large wrecker) called to a vehicle pursuant to the provisions of this article. An additional charge of \$75 (~~\$75~~ \$125) per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be \$150 (~~\$150.00~~ \$160.00) and will be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violation or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon

- (c) No stored or impounded vehicles shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.
- (d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid .No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

(Ord. No 764-81 VIII, 1-7-81; Ord. No. 070-00Hr, I, 11-14-00; Ord. 062-09HR, I, 11-17-09)

If you or any of the other members of Council have any questions, please contact me at 803.917.8004 at any time.

Thanking everyone in advance for Council's consideration in this matter, I am

Sincerely,

Chris Schroeder

Cc: All Members of Richland County Council
All Wrecker Services towing for Richland County
Sheriff Leon Lott
Corner Gary Watts
Lt. McRoberts

**PETITION FOR CHANGE OF SECTION 25-20 OF THE
RICHLAND COUNTY CODE**

| | |
|--------------------------------|-------------------------------|
| <u>Schroeder's Towing</u> | <u>Chris Schick 9-27-12</u> |
| Print | Signature and date |
| <u>Campbell's Inc.</u> | <u>[Signature] 9-27-12</u> |
| Print | Signature and date |
| <u>City Garage</u> | <u>[Signature] 9-27-12</u> |
| Print | Signature and date |
| <u>Columbia's P&H Auto</u> | <u>Day Walker 9/27/12</u> |
| Print | Signature and date |
| <u>BROWN MEYER</u> | <u>[Signature] 9/27/12</u> |
| Print | Signature and date |
| <u>Body Mender Collision</u> | <u>Karen DeBaggio 9/27/12</u> |
| Print | Signature and date |
| <u>LONNIE ROBERTS</u> | <u>[Signature] 09/27/12</u> |
| Print | Signature and date |
| <u>CAPITAL CITY TOWING</u> | <u>[Signature] 9/27/12</u> |
| Print | Signature and date |
| <u>ROBERT Kennedy</u> | <u>[Signature] 9/27/12</u> |
| Print | Signature and date |
| <u>HAPPY DADLY TOWING</u> | <u>[Signature] 9/27/12</u> |
| Print | Signature and date |
| <u>JUSAN McBEAN</u> | <u>[Signature] 9/27/12</u> |
| Print | Signature and date |
| <u>Paul Hand Towing</u> | <u>Hand Hand 9-27-12</u> |
| Print | Signature and date |
| <u>JACK Brazell</u> | <u>Jack Brazell 9-27-12</u> |
| Print | Signature and date |
| <u>Eagle One Towing</u> | <u>[Signature] 9-27/12</u> |
| Print | Signature and date |
| <u>Michael Beverly</u> | <u>[Signature] 9-27/12</u> |
| Print | Signature and date |

October Presentation by Schroeder's Towing on October 16, 2012

Section 25-20 of the Richland County Ordinance

Request Review and Modification of Ordinance

Reasons why:

- Fuel costs
- Insurance costs
- Material costs (tires, batteries, trucks)
- Overall inflation
- Personnel costs

October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

Material Costs (Tires)

- The average tire cost in the beginning of 2009- \$100.00
- The average tire cost at the beginning of 2012- \$170.00
- A 70% increase on average!
 - Source- Dunn Tire Blog

What Tow Company Owners are asking for:

- An increase in basic tow charge of \$125 to \$160.
- An increase from \$75.00 per hour to \$125.00 per hour "if there are special circumstances."
- "If the tow is being used for a collision, the charge will be \$150 (request increases to \$160.00)
- "Storage charges on stored or impounded vehicles shall be \$10 (request increase to \$25.00) per day.

Thank you for your time!

From All Richland County Tow Operators

From the City's ordinance, Sec. 24-215 – Towing and storage charges:

In all cases in which a vehicle is towed at the direction of city personnel or without the prior authorization or consent of the owner or operator of the vehicle, the following shall apply:

- (1) *Towing.* A maximum charge of \$160.00 shall be made for the use of a wrecker when a vehicle is disabled as the result of an accident. A corresponding additional charge may be made if the automobile flipped over and must be righted or is on a bank or sloping terrain. If the vehicle is being towed for a parking violation or abandonment, a maximum charge of \$125.00 shall be made for the use of the wrecker. If the owner of such vehicle appears before his vehicle is towed away and makes claim to his vehicle after the wrecker has been ordered to remove such vehicle, the vehicle may be released to the owner upon payment of \$50.00 to the wrecker service, provided the owner shall satisfy all charges against the vehicle at police headquarters. A maximum charge of \$125.00 per hour shall be made for each heavy duty wrecker.
- (2) *Storage.* Maximum storage charges on stored or impounded vehicles shall be \$25.00 per day;
- (3) *Release of impounded vehicles.* No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been paid. The towing and storage charges shall be collected by the wrecker service as provided by law.
- (4) *Posting of rates; additional charges.* All rates approved by the city shall be posted in a conspicuous place in each office of the wrecker service. All towing and storage charges will be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage charges will be made on any vehicle without prior written approval from the owner or his agent.
- (5) *Payment methods.* Every firm providing zone services shall accept major credit cards in addition to cash for towing and storage charges. There shall be no additional fee charged for the use of credit cards.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a full-time position in the Clerk of Court [**PAGES 130-135**]

Notes

November 27, 2012 - The Committee forwarded the item to Council without a recommendation. Staff is to provide additional information to Council at the Council Meeting.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Family Court Child Support Enforcement Position

A. Purpose

County Council is requested to approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement position.

B. Background / Discussion

The state of the economy has had a profound effect on all areas of the Family Court department, especially Child Support Enforcement. An additional full-time Child Support Enforcement position is needed to assist the citizens of Richland County with meeting their needs through the Family Court process. The economy has caused an increase in the need to file for child support and the non-custody parent not able to pay child support.

Presently there are over 500 more phone calls and/or complaints monthly (previously 1,500) from customers who require assistance from Child Support Enforcement. This has become overwhelming to staff based on the following:

- Failure to pay child support bench warrants issued and served
- Child support wage withholding requests
- Orders of protection (domestic abuse) orders processed
- DSS child support cases and juvenile cases

Designation – Payment of Court Cost (commonly referred to as IV-D)

“Designation” is a federal requirement that a non-custodial parent (NCP) specifies that 5% of his/her support payment is to satisfy court fees. Without this designation form signed, the collections received are presumed to be child support, and court fees cannot be deducted. The federal government will not provide Federal Financial Participation (FFP) or certify a child support system that does not comply with federal distribution requirements.

The Designation Form report is a way that South Carolina can continue to collect court fees from each child support payment as is currently processed and provided for by state statute based on the contract between SC Department of Social Services (DSS) and Richland County. DSS currently reimburses the Clerk of Court for enhancement and enforcement activities carried out in cooperation with DSS. If Richland County does not “properly enforce” each child support case, DSS will not continue to reimburse court fees to the County. If there is not a designation form signed by each NCP, it can be interpreted as not properly enforcing the child support case.

There are over 19,000 child support cases with Richland County. Only 7,000 (37%) of Richland County cases have been properly signed using a designation form. This percentage is extremely low when it is compared with other counties. A full time position in Child Support Enforcement is needed to improve our child support enforcement. This position will allow the

County to process the remaining signatures and help keep us on track for the future growth of child support enforcement.

The IV-D 5% reimbursement fees that are collected are for Child Support Enforcement. These fees are designated for the sole purpose of enforcement, enhancement and improvement of child support enforcement and have to be separate from the county financial budget for the operation of Family Court.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

Two positions were requested in the 2013 budget process that were to be funded with Child Support Enforcement IV-D funds. One was approved.

D. Financial Impact

The average annual amount of DSS Child Support Enforcement IV-D funds received during the last three fiscal years is \$645,000. Due to stricter processing guidelines being enforced by the Federal government, the County faces a possible loss of \$387,000 (63%) IV-D funds annually. Adding an additional staff person will help Richland County process 100% of the Designation Forms that are used to receive DSS Child Support Enforcement IV-D funds.

The new position for child support enforcement will be funded with the DSS-IV funds. The position and fringe for the full-time position is \$46,158.05. The remaining \$3,841.95 will be used to purchase a computer, printer, desk and other supplies for the position.

E. Alternatives:

1. Approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position.
2. Do not approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position and reduce the amount of IV-D funds received on an annual basis.

F. Recommendation

It is recommended that Council approve the request to amend the 2013 Budget for Clerk of Court to hire an additional, full-time Child Support Enforcement clerk based on the impact it will have on Unit Cost Reimbursement (IV-D) funds and meeting the needs of the citizens of Richland County.

Recommended by: Jeanette W. McBride Department: Clerk of Court Date: 11/2/12

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: This is a budget request; therefore, it is Council's discretion to approve and allocate the funding request.

As stated, the request was considered during the FY13 budget discussions, but not approved. For consistency, I would recommend that Council consider all budgetary requests during the budget process and not in off-cycle periods. Off-cycle requests can discourage the competitive review process for the limited recurring funding, reduce the effectiveness of Council's appropriation of funding process, and increase the risk of approving a recurring cost paid for with one-time revenues.

The office of the Clerk of Court is funded through the general fund and all Title IV monies are already accounted for through the General Fund process; therefore, these monies are not new dollars, but existing dollars that are already accounted for in balancing the budget. Therefore, approval would make the General Fund Budget out of balance.

Based on the above, approval would require the identification of another funding source and a budget amendment.

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 11/16/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: One of two requested new positions was approved during the FY 13 budget process. While it may be warranted, this request is recommended to be presented and considered during the FY 14 budget process, so as to avoid a mid-year budget amendment.

FY13 GF Original Budget 146,913,504

Rollover for capital expenditures - use of fund balance 1,435,108

Budgeted use of fund balance 6,761,070

Budget Amendments - use of fund balance:

| <u>Department</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|--|---------------|
| Industrial Park | Industrial Park | 730,000 |
| Magistrates | Additional Personnel Blythewood Mag. (annualized costs \$30,444) | 34,004 |
| Sheriff | Grant position pickup (annualized \$58,175) | 44,500 |
| Sheriff | Fringe benefits | 289,000 |
| Sheriff | To Increase Special Duty | 297,292 |

Pending Amendments

| <u>Department</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|
| Attorney | Fringe benefits | 11,830 |
| Nondepartmental | Grant match | 184,496 |

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO ADD A FULL-TIME POSITION IN THE CLERK OF COURT.

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

SECTION I. That one full-time position be added to the Clerk of Court and funded through the existing appropriation level. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

- a. Easement Relocation Option Agreement between Richland County and Southland Log Homes **[PAGES 136-147]**

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises and promises of the parties hereto, each to the other, and mutual benefits to be derived, and the sum of Ten and No/100 (\$10.00) Dollars paid to each party by the other party, the receipt and sufficiency of which is hereby acknowledged, the parties, for themselves, their respective successors, successors in title and assigns, do hereby mutually declare, establish, and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Grant of Option. Subject to the terms of this Agreement, Richland County hereby grants to Southland the exclusive right and option (the "Option") to unilaterally terminate the Existing Easement benefitting the Richland County Property and to remove the Existing Driveway.

3. Conditions Related to Exercise of Option. In the event Southland desires to exercise the Option, Southland shall provide written notice of such election to Richland County. In such event, Southland shall cause the New Driveway to be constructed prior to removing the Existing Driveway. The New Driveway shall provide, at a minimum, pedestrian and vehicular access to and from the Richland County Property to and from Western Lane. Southland and Richland County agree that upon completion of the New Driveway, and prior to removal of the Existing Driveway, Southland shall execute and record in the Registry a document granting Richland County, for the benefit of the Richland County Property, a non-exclusive easement for ingress, egress and access over and upon the New Driveway (the "Replacement Easement Document"). Southland and Richland County hereby agree that upon recordation of the Replacement Easement Document pursuant to the terms of this Agreement, the Existing Easement shall automatically terminate and be of no further force and effect. If requested by Southland, Richland County agrees to join in the execution of the Replacement Easement Document to ratify its consent to such termination.

4. Location of the New Driveway. The proposed location and configuration of the New Driveway is identified on the Site Plan, and Richland County hereby consents to such location and configuration. Notwithstanding the foregoing, Southland and Richland County agree that the location and configuration of the New Driveway identified on the Site Plan is not final and is subject to change based upon Southland's redevelopment plans for the Southland Property. Southland agrees that any change in the location and configuration of the New Driveway as shown on the Site Plan shall not have a material adverse effect on access to and from the Richland County Property to and from Western Lane.

5. Construction of the New Driveway. In the event Southland exercises the Option, Southland shall be responsible for the cost of the construction of the New Driveway and construction shall be undertaken and completed in a good and workmanlike manner. Southland agrees that at no time shall such construction prevent vehicular access to and from the Richland County Property during the hours of 7:00 A.M. and 7:00 P.M.

6. No Obligation by Southland. Nothing herein shall be construed to obligate Southland to exercise the Option and construct the New Driveway, and Richland County hereby acknowledges and agrees that the Option may be exercised by Southland in Southland's sole and absolute discretion.

7. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or

personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Southland: Southland Log Homes Realty LLC
7521 Broad River Road
Irmo, South Carolina 29063
Attention: Mr. Mason Holley

Richland County: _____

Attention: _____

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

9. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

10. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. The parties agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision is invalid or unenforceable as written, the parties' consent to an interpretation by the court that will provide enforcement to the maximum extent permitted by law.

11. Entire Agreement; Amendment. This Agreement is the sole and entire agreement and understanding of the parties with respect to the matters contemplated herein. All prior agreements, representations or understandings regarding the easements and obligations described herein, whether written or oral, shall be merged herein and shall not be construed to change, amend, alter, repeal or invalidate this Agreement. The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of the Southland Property and the Richland County Property, and if reasonably required by any such party, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the Registry.

12. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

13. Legal Effect. The Option and other rights and obligations contained in this Agreement shall run with the Southland Property and the Richland County Property and shall bind the parties and their successors and assigns and every person now or hereafter acquiring an interest in or lien upon the property affected hereby.

[Signatures to Follow]

***RICHLAND COUNTY SIGNATURE PAGE FOR
EASEMENT RELOCATION OPTION AGREEMENT***

IN WITNESS WHEREOF, Richland County has executed this Agreement under seal effective as of the date set forth above.

Signed, sealed and delivered
in the presence of:

,
***THE COUNTY OF RICHLAND, SOUTH
CAROLINA***, a South Carolina municipal
corporation and political subdivision of the State
of South Carolina

Witness No. 1

By: _____
Name: _____
Its: _____

Witness No. 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Acknowledgement

I, _____, a Notary Public for the state of South Carolina, do hereby certify that The County of Richland, South Carolina, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 201_.

Notary Public

My Commission Expires:

[SEAL]

EXHIBIT A
DESCRIPTION OF THE SOUTHLAND PROPERTY

As to Parcels A, B and D, 3.70 acres, Richland County (TMS# R03916-01-09)

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, shown and delineated as Parcel A, B and D, on a Plat prepared for Southland Log Homes, Inc., by Cox & Dinkins, Inc., dated October 1, 1997 and recorded in the Office of the Register of Deeds for Richland County. Reference is hereby made to said latter mentioned plat for a more complete and accurate description of said lot of land.

AND

As to 2.47 acres, Richland County (TMS# R03916-01-12)

All that certain piece, parcel or tract of land, situate, lying and being on the south side of Broad River Road and the north side of Interstate 26 in/or near the Town of Irmo, in the County of Richland, State of South Carolina, Parcel B, containing 2.45 acres and Parcel C containing 0.02 acres, more or less, and being more particularly shown and delineated as "Parcel B and Parcel C", on that certain boundary survey prepared for Southland Log Homes, Inc., by Civil Engineering of Columbia, dated June 11, 1995, and recorded in the Office of the RMC for Richland County in Plat Book 55 at Page 9159, which plat insofar as it relates to said Parcel B and Parcel C is incorporated herein by reference as part of the legal description of said Parcel B and Parcel C with the following metes and bounds:

Parcel B

Beginning at an iron pin on the northwesterly side of Parcel B and running S72E54'53"E for a distance of 207.94' to an iron pin; thence S39E48'47"W for a distance of 23.67' to an iron pin; thence S50E06'58"E for a distance of 30.04' to an iron pin; thence S39E45'53"W for a distance of 374.05' to an iron pin; thence S56E56'06"W for a distance of 188.74' to an iron pin; thence N37E52'36"W for a distance of 146.91' to an iron pin; thence S36E59'05"W for a distance of 467.05' to the beginning point of Parcel B.

Parcel C

This being a .02 acre parcel of land contained on the boundary survey on Southland Log Homes, Inc., dated June 22, 1995, recorded in the Office of the RMC for Richland County in Plat Book 55 at Page 9159. Refer to said plat for a more particular description.

AND

As to 1.10 Acres, Richland County (TMS# 03916-01-14)

All that certain piece, parcel or tract of land, situate, lying and begin on the south side of Broad River Road and the north side of Interstate 26 in/or near the Town of Irmo, in the County of Richland, State of South Carolina, containing Parcel A consisting of 1.10 acres, and being more particularly shown and delineated as "Parcel A" on that certain boundary survey prepared for Southland Log Homes, Inc. by Civil Engineering of Columbia, dated June 22, 1995, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Plat Book 55 at Page 9159, which plat insofar as it relates to said Parcel A is incorporated herein by reference as part of the legal description of said Parcel A with following metes and bounds: Beginning at the northwesterly point of Parcel A and running easterly S72E54'53"E for a distance of 26.62' to an iron pin; continuing S72E54'53"E for a distance of 91.34' to an iron pin; thence, S36E59'05"W for a distance of 467.05' to an iron pin; thence, N37E52'36"W for a distance of 88.98' feet to an iron pin; thence, N36E59'05"E for a distance of 396.89' to the beginning point of Parcel A.

LESS AND EXCEPTING THEREFROM all that parcel or strip of land, in fee simple, with improvements thereon, if any, including rights of access as may be needed for controlled access facilities, containing 0.05 acre of land and being described as follows: Within 50' feet of the survey centerline of US Route 176, on the left between approximate survey stations 516+00 and 517+25 and as further described and shown in the Condemnation Notice and Tender of Payment action: South Carolina Department of Transportation, Condemnor vs. Belton Kelly Smith, Landowner and Bank of Travelers Rest, Mortgagee, Other Condemnee, State of South Carolina, County of Richland, Civil Action No. 99CP403659.

AND

As to 4.06 Acres, Richland County (TMS# R03916-01-15)

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, shown and delineated as containing 4.06 acres, more or less, on a Plat prepared for Southland Log Homes, Inc., by Whitworth & Associates, Inc., dated August 12, 1997, and recorded in the Office of the Register of Deeds for Richland County. Reference is hereby made to said latter mentioned plat for a more complete and accurate description of said lot of land.

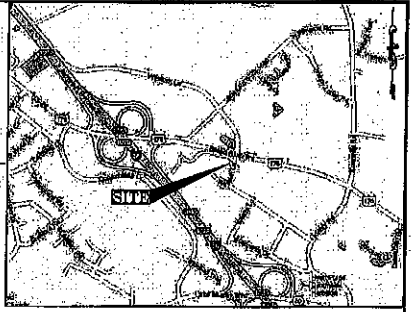
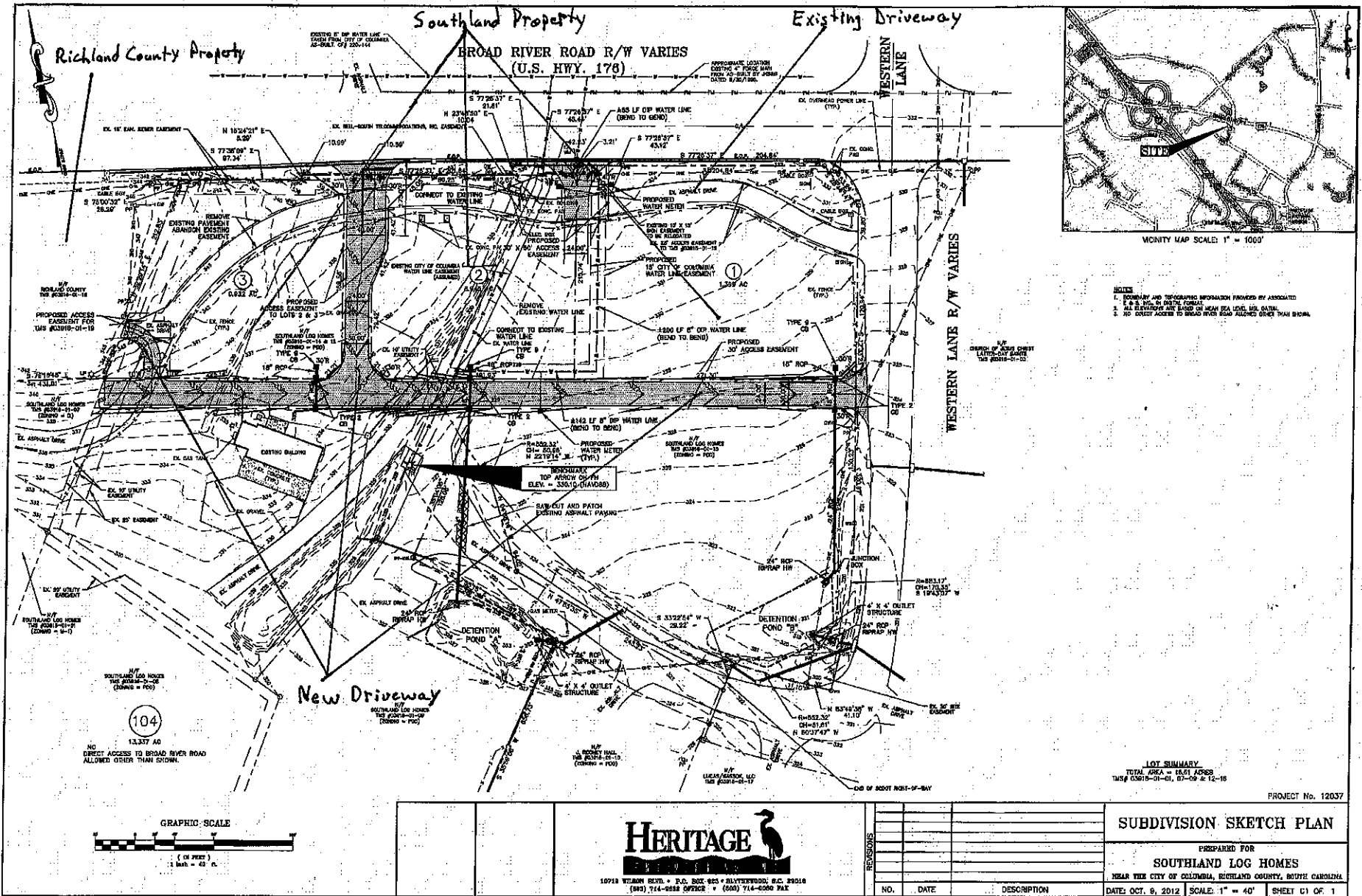
EXHIBIT B

DESCRIPTION OF RICHLAND COUNTY PROPERTY

All that certain piece, parcel or lot of land situate, lying and being located in the County of Richland, State of South Carolina, being shown and delineated as **Parcel 'A' (containing 0.97 acres)** on that certain plat prepared for Southland Log Homes, Inc., (Lot Split), prepared by Civil Engineering of Columbia, dated December 18, 2006, and recorded in the Register of Deeds Office for Richland County in Record Book 1448 at Page 3620, and having such boundaries and measurements as shown on said plat (the "Plat"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The Plat is hereby incorporated herein by reference.

EXHIBIT C

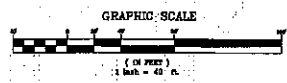
SITE PLAN



- NOTES**
1. SURVEY AND TOPOGRAPHIC INFORMATION PROVIDED BY ASSOCIATED
 2. E. & S. ARE IN METRIC FORMATS
 3. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL, U.S. DATUM
 4. NO DIRECT ACCESS TO BROAD RIVER ROAD ALLOWED OTHER THAN SHOWN

LOT SUMMARY
 TOTAL AREA = 16.61 ACRES
 THIS CONVEYS 01-01, 07-09 & 12-18

PROJECT No. 12037



10718 WILSON BLVD. • P.O. BOX 823 • BLYTHEWOOD, S.C. 29018
 (803) 714-8888 OFFICE • (803) 714-6266 FAX

| REVISIONS | | | SUBDIVISION SKETCH PLAN | | |
|-----------|------|-------------|--|-----------------|---------------|
| NO. | DATE | DESCRIPTION | PREPARED FOR | | |
| | | | SOUTHLAND LOG HOMES | | |
| | | | NEAR THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA | | |
| | | | DATE: OCT. 9, 2012 | SCALE: 1" = 40' | SHEET 1) OF 1 |

Richland County Council Request of Action

Subject

Accommodations Tax Committee - 3 (Positions to be filled: 1-Hospitality, 1-Lodging, and 1-Cultural)

One application was received from the following: Sam Agee [**PAGES 148-150**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sam Agee
Home Address: 4904 Kilbourne Rd 29206
Telephone: (home) (803) 782-3495 (work) (803) 798-7979
Office Address: 111 Stonemark Ln Suite 202 Columbia, SC 29216
Email Address: Sam@Gatewayhospitality.com
Educational Background: B.S. in Hotel and Restaurant Mgt from Fla. State
Professional Background: 40 years in the hospitality industry as manager or Owner
Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X]
Name of Committee in which interested: Accommodations Tax
Reason for interest: Make sure the funds are being used productively

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
40 years experience, good with finances, concerned about local quality of life
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? No
Recommended by Council Member(s):
Hours willing to commit each month: 4 or whatever is 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 Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X Not aware of any

If so, describe: _____

[Signature]
Applicant's Signature

11/8/12
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Airport Commission - 1

One application was received from the following: Peter Mayers* **[PAGES 151-153]**

***Eligible for reappointment**



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Peter MAYERS

Home Address: 2941 KENNEDY ST COLA, SC 29205

Telephone: (home) 803-799-1574 (work) _____

Office Address: _____

Email Address: PMAYERS@AOL.COM

Educational Background: MAINTENANCE ENG

Professional Background: Airplane & Power Plant Mechanic

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

Name of Committee in which interested: AIRPORT COMMISSION

Reason for interest: TO CONTINUE TO REPRESENT THE ROSEWOOD COMMUNITY.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
ACTIVE MEMBER OF ROSEWOOD COMMUNITY, GUS CREEK WATERSHED ASSOCIATION.

Presently serve on any County Committee, Board or Commission? AIRPORT COMMISSION

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: WHAT IS DECIDED.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____


Applicant's Signature

7/21/12
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Board of Zoning Appeals - 1

One application was received from the following: Sheldon L. Cooke, Sr. [**PAGES 154-156**]

***Eligible for reappointment**



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sheldon Cooke Jr.

Home Address: 1606 Sandra Dr.

Telephone: (home) 783-8410 (work) _____

Office Address: N/A

Email Address: SCOOLCE@COLONIALIFE.COM

Educational Background: MA/Management

Professional Background: Management

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

Name of Committee in which interested: BOZA

Reason for interest: To create a harmonious
Community

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
I've served on BOZA for the past
3 yrs.

Presently serve on any County Committee, Board or Commission? BOZA

Any other information you wish to give? N/A

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, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____

S. Coyle Sr.
Applicant's Signature

11/15/12
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Employee Grievance Committee - 2

Richland County Council Request of Action

Subject

Lexington/Richland Alcohol and Drug Abuse Council - 2 (There are two appointments to be made to this Council)

Applications were received from the following: Paul Bouknight* and Roosevelt Garrick* **[PAGES 158-162]**

***Eligible for reappointment**



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: PAUL R. BOUKNIGHT

Home Address: 1324 CONFEDERATE AVE, COLA. SC 29201

Telephone: (home) (803)-255-8015 (work) (803) 434-4591

Office Address: 1618 SUMTER ST, COLA SC 29201

Email Address: PAUL.BOUKNIGHT@PALMETTOHEALTH.ORG

Educational Background: BS CLEMSON UNIVERSITY, COLLEGE OF ARCHITECTURE

Professional Background: 28 YEARS WITH PALMETTO HEALTH - DIRECTOR OF FACILITIES

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

Name of Committee in which interested: LRADAC

Reason for interest: I AM INTERESTED IN ASSISTING WITH THEIR BUILDING PROGRAM AND ALSO ADMIRE THE WORK THEY ARE DOING

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

Commission:

IN ACCESS OF 30 YEARS IN CONSTRUCTION + DESIGN. I AM ALSO INVOLVED IN THE COTONWOOD NEIGHBORHOOD ASS. - HAVING SERVED AS PRESIDENT

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? _____

Recommended by Council Member(s): ODEE DOUDA

Hours willing to commit each month: 10HRS

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

PR B...
Applicant's Signature
12/5/12
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

2

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



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

Applicant must reside in Richland County.

Name: Roosevelt Garrick, Jr.

Home Address: 3113 Berkeley Forest Drive Columbia, SC 29209

Telephone: (home) (803)-309-1631 (work) (803)-738-3219

Office Address: 6831 Brookfield Road Columbia, SC 29206

Email Address: rgarrick@richland2.org

Educational Background: M.Ed. University of South Carolina

Professional Background: Chief Human Resources Officer Richland School District Two

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

Name of Committee in which interested: LRADAC Board

Reason for interest: My work with the youth of Richland School District Two, Columbia and the State of South Carolina

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

Manages operations of Human Resources, Administrative and Student Services divisions for Richland Two; Over thirty (30) years of experience in dealing with At-Risk youth of various ethnicities and socioeconomic backgrounds.

Presently serve on any County Committee, Board or Commission? LRADAC Board

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20 minimum

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

Applicant's Signature

12/3/12
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Richland Memorial Hospital Board - 3 (There are three appointments for this board)

Applications were received from the following: Dr. Charles Guy Castles, III; Virginia Crocker; Randy Lowell; and Sandra P. Sims [**PAGES 163-178**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: C. Guy Castles, MD
Home Address: 5126 Hillside Ln
Telephone: (home) 803-738-7987 (work) 803-799-9044
Office Address: 14 Medical Park Suite 410, Columbia SC 29203
Email Address: gcastles@sc.rr.com
Educational Background: USC - 83, MUSC - 88, Int/Biomed MSU 91
Professional Background: Pediatrician at Pediatric Associates since 1991

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: I am a practicing, non hospital owned physician and understand the day to day needs of the hospital

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

past chairman of the dept of Pediatrics at Baptist, part time RMH, work daily within the hospital

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

Any other information you wish to give?

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: 20

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

11/5/12
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

| | |
|-----------------------------|--------------------|
| Staff Use Only | |
| Date Received: _____ | Received by: _____ |
| Date Sent to Council: _____ | |

Curriculum Vitae
Charles Guy Castles, III, M.D.

Business Address: 14 Medical Park, Suite 410
Columbia, South Carolina 29203
803/799-9044

Home Address: 5126 Hillside Lane
Columbia, South Carolina 29206
803-738-3987

Date and Place
Of Birth: November 19, 1961, Columbia, South Carolina

Personal: Married Libby Lee Gantt, June 28, 1986
Six Children

Education: 1983 B.S. University of South Carolina
1988 M.D. Medical University of South Carolina
Charleston, South Carolina
Post Doctoral Training: 1989-1992
Internship and Residency at the Medical University of
South Carolina, Children's Hospital
Charleston, South Carolina

Licensure and
Certification: 1989 – South Carolina Board of Medical Examiners
1984 – American Board of Pediatrics – Re-certified 2000/2008
1995 to present – Fellow of the American Academy of Pediatrics

Hospital
Appointments: 1991 to present – Palmetto Health Richland
1991 to present – Palmetto Health Baptist
2009 to present – Lexington Medical Center

Other Professional
Appointments: 1992 to 1996 – Vice Chairman of the Department of
Pediatrics, Baptist Medical Center
1997 to 1999 – Chief of Department of Pediatrics
Baptist Medical Center
1992 to 2004 – Medical Director, Columbia YMCA

Other Appointments
And Awards: Board of Directors, Columbia YMCA – Past Member
Alumni Advisor, KA Order, USC – Current
2001 Alumni Advisory of the Year
Elder, Deacon, and Sunday school teacher, Centennial ARP Church
1993 to present - Medical Journal Club
Columbia Medical Society
Wellspring finalist, Physician of the year – 2000
Wellspring finalist, Physician of the year – 2006
USC Alumni Homecoming Award – 2006
Operation Committee Palmetto Health Richland, 2005 – 2009
Student Life USC Outstanding Alumni Advisor - 2009
Awarded the Order of Silver Crescent 2010 by Governor Mark Sanford

Clinical Appointments: Clinical Associate Professor of Pediatrics – USC School of Medicine
Clinical Assistant Professor of Pediatrics – MUSC
Private Teaching Service Attending – USC School of Medicine

Publication: Clinical Satisfaction with Vaccination Visits and the Role of
Multiple Injections – January 2004.
Clinical Pediatrics

MUSC: Member of Committee for College of Medicine Alumni Association
Interviewer for Board of Admissions
Member of MUSC Alumni Board – 2008 to present



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

Applicant must reside in Richland County.

Name: Virginia L. Crocker

Home Address: 109 River Birch Lane Columbia, South Carolina 29206

Telephone: (home) 803.738.9322 (work) 803.737.5739

Office Address: 1333 Main Street Suite 500 Columbia, South Carolina 29201

Email Address: vcrocker@wcc.sc.gov and vcrocker@sc.rr.com

Educational Background: BA from Columbia College and post graduate work at USC

Professional Background: Former service as a Member of the South Carolina General Assembly, service on the South Carolina Workers' Compensation Commission, service on the staff of former Governors John West and Jim Hodges; and currently as the Judicial Director of the South Carolina Workers' Compensation Commission. I have also previously served as a member of the board of Palmetto Richland.

Female Age: Over 50

Name of Committee in which interested: Palmetto Richland

Reason for interest: I thoroughly enjoyed by prior service on this Board and I believe my prior experience would prove helpful to the Board's goals and objectives.

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

My career in state government and public service, I believe, would be an asset to the Board.

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: As 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 Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

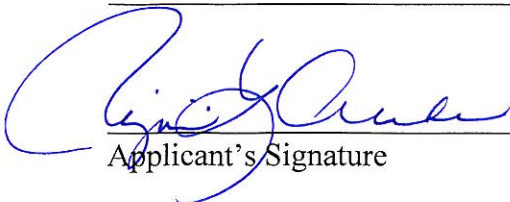
No

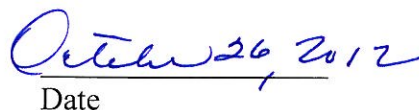
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

If so, describe: The South Carolina Workers' Compensation Commission has a medical fee schedule which is determined by the Commissioners. As a member of staff, I have no involvement in the fee schedule, nor the implementation of that schedule; but I feel it proper that I disclose this information.


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 |



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: RANDY LOWELL
Home Address: 734 SPARROW HAWK CT., BLYTHEWOOD
Telephone: (home) 803-361-4783 (work) 803-252-3300
Office Address: 930 RICHLAND ST., COLUMBIA
Email Address: RANDY@RRLOWELL.COM
Educational Background: BA, MPA, JD, LL.M
Professional Background: PLEASE SEE ATTACHED.

Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []

Name of Committee in which interested: RICHLAND MEMORIAL HOSPITAL
Reason for interest: PLEASE SEE ATTACHED.

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

PLEASE SEE ATTACHED.

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

Any other information you wish to give? PLEASE SEE ATTACHED.

Recommended by Council Member(s):

Hours willing to commit each month: WHATEVER IS NECESSARY.

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

Oct 8, 2012
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Statement of Interest for Randy Lowell
Richland Memorial Hospital Board of Trustees

I respectfully submit for your consideration my application to serve on the Richland Memorial Hospital Board of Trustees. I am a shareholder in the law firm of Willoughby and Hoefler, PA, and have attached my curriculum vitae for your review. As part of my administrative and regulatory practice, I have represented a number of clients on healthcare matters, including certificates of need, licensing, compliance with federal and state requirements, and in transactions. With a master's degree in public administration and a law degree, I believe that my educational and professional background and experience would prove to be an asset to the Board.

Thank you for your time and consideration, and I look forward to the opportunity to serve Richland County and my community.

Randolph R. Lowell

WILLOUGHBY & HOEFER, P.A.

930 Richland Street, Columbia, SC 29201

rlowell@willoughbyhoefer.com; (803) 252-3300

EDUCATION

The George Washington University

Master of Laws in Environmental Law, 2000

– Randolph C. Shaw Fellow

– Research Assistant to Professors Arnold Reitze, Jr. and Jonathan Weiss

University of South Carolina

Juris Doctor, 1999

– Research Editor, *South Carolina Environmental Law Journal*

University of South Carolina

Master of Public Administration, 1999

College of Charleston

Bachelor of Arts (Political Science), 1995

LEGAL EMPLOYMENT

Willoughby & Hoefer, P.A.

Attorney; Shareholder

– Represents clients, from individuals to Fortune 500 companies to government entities, in a variety of matters including commercial transactions, corporate matters, administrative law, utility law, land use and environmental law, regulatory compliance, and litigation. This representation emphasizes environmental, administrative, and litigation for infrastructure and economic development projects.

April 2001 until Present

von Oppenfeld, Hiser, & Freeze, P.C. (TESTLaw Practice Group)

Attorney; Associate

– Represented corporate clients in environmental regulatory compliance issues and administrative enforcement actions, focusing primarily on the Clean Air, Clean Water, and Resource Conservation Recovery Acts.

August 2000 until April 2001

ADMISSIONS

South Carolina; District of Columbia

Supreme Court of South Carolina; District of Columbia Court of Appeals;

United States Supreme Court; U.S. Court of Appeals for the Fourth Circuit; U.S.

Court of Appeals for the D.C. Circuit; U.S. Court of Appeals for the Federal

Circuit; U.S. Court of Federal Claims; U.S. District Court for the District of

South Carolina; U.S. District Court for the District of Columbia

OTHER

Former Chair, SC Bar Environment and Natural Resources Section

Former Chair, ABA Special Committee on Smart Growth and Urban Policy

Graduate, Program of Instruction of Lawyers, Harvard Law School

Adjunct Professor, University of South Carolina School of Law

Adjunct Professor, Charleston School of Law

Randolph R. Lowell
WILLOUGHBY & HOEFER, P.A.
930 Richland Street, Columbia, SC 29201
rlowell@willoughbyhoefer.com; (803) 252-3300

PUBLICATIONS

South Carolina Lawyer

Surface Water Withdrawal Permitting: A New Regime Arrives
(S.C. Bar Jan. 2011)

– Co-authored an article addressing newly enacted legislation regulating surface water withdrawals the impact on South Carolina.

South Carolina Equity

(S.C. Bar 2010)

– Co-authored a book discussing the elements of equitable causes of action, defenses, and remedies under state law and the practical application of equitable maxims under South Carolina law.

South Carolina Lawyer

To Stay or Not to Stay: Automatic Stays Before the Administrative Law Court in DHEC Matters (S.C. Bar Sept. 2008)

– Authored an article addressing the application of statutory language governing automatic stays and relief from stays at the Administrative Law Court.

South Carolina Administrative Practice & Procedure

(S.C. Bar 2008 (2nd ed.); 2004 (1st ed.))

– Co-edited an administrative law practice manual and co-authored several chapters, including chapters on environmental law and permitting and rulemaking.

Pace Environmental Law Review

Coastal Smart Growth

22 PACE ENVTL. L.R. 231 (2006)

– Authored an article on the role of smart growth and sustainable land use planning in the context of coastal governance and coastal issues.

Environmental Aspects of Real Estate Transactions (ABA 3rd ed. 2004)

An Overview of Smart Growth and Development

– Co-authored a chapter with Jonathan Weiss introducing the fundamental principles and concepts of smart growth.

Boston College Environmental Affairs Law Review;

Air Pollution Control Law: Compliance and Enforcement

Control of Hazardous Air Pollution, 28 B.C. ENVTL. AFF. L.R. 229 (2001); ENVTL. L. INST. (2001)

– Co-authored an article with Arnold Reitze detailing the regulatory regime under the Clean Air Act governing the emissions of hazardous air pollutants, which was published as an independent article and as a chapter in an air pollution treatise.

South Carolina Environmental Law Journal

Private Actions and Marine and Water Resources: Protection, Recovery, & Remediation, 8 S.C. ENVTL. L.J. 143 (2000)

– Authored an article describing the basic law surrounding civil actions and policy issues associated with water resources.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Sandra P. Sims
 Home Address: 2017 Kathleen Dr. Col, SC 29805
 Telephone: (home) (803) 798-1028 (work) (803) 933-9886
 Office Address: 710 Needt St. Col, SC 29210
 Email Address: SandraSapine@aol.com
 Educational Background: Bachelors Degree, USC, 1982
 Professional Background: Insurance Sales, 21 years
 Male Female Age: 18-25 26-50 Over 50
 Name of Committee in which interested: Hospital
 Reason for interest: See attached Statement

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

Commission:

See attached statement

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? See attached

Recommended by Council Member(s): See attached

Hours willing to commit each month: 10-20

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Reason for interest:

As a member of the Business community and Insurance industry, I feel that I could bring an interesting perspective to the board, that will enhance its' understanding of how insurance and healthcare policies affect businesses and individuals.

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

I have served in many leadership positions. I have a great knowledge of insurance and how it will impact the medical community.

Any other information you wish to give?

I have owned and operated my own businesses for over 26 years.

Recommended by Council Member(s):

Kevin Washington and Councilwoman Joyce Dickerson

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.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.


Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____


Applicant's Signature

11/15/12
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-qualifications of recent appointments

Richland County Council Request of Action

Subject

Community Relations Council Appointments

Richland County Council Request of Action

Subject

Council Individual Discretionary Account

Richland County Council Request of Action

Subject

If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants. The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a wast of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]

Richland County Council Request of Action

Subject

- a. I move that staff develop a policy for resurfacing roads based on Council districts, using the same formula that is currently part of the Council dirt road paving policy. Mr. James Brown of the County Transportation Committee recommended this policy to our staff, and also urged that the policy be in place when the study of our resurfacing program is completed in late winter, so that time will not be lost in resurfacing projects [**HUTCHINSON and MALINOWSKI**]
- b. Resolution honoring Dr. Louis Lynn on being awarded the Ronald H. Brown Leadership Award as part of National Minority Enterprise Development Week in Washington [**WASHINGTON**]
- c. Motion to provide \$25,000 from H-Tax to fund the 2013 Miss SC Pageant [**MANNING**]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda