



## **Approval Of Consent Items**

6. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43, Permits Required/Exemption; so as to add a new paragraph to require an evacuation plan for certain entities within the "Emergency Planning Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County **[SECOND READING] [PAGES 19-22]**

## **Third Reading Items**

7. An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout **[PAGES 24-25]**

## **Second Reading Items**

8. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 5. Building Codes Board of Adjustment; Section 6-75, Building Codes Board of Adjustment; so as to empower the Board to hear appeals under the International Fire Code **[PAGES 27-31]**

## **Report Of Economic Development Committee**

9. Resolution Identifying an Economic Development Project to be located and constructed in Richland County, SC by Mars Petcare US, Inc.; Authorizing a Fee Agreement between Mars Petcare US, Inc. and Richland County, SC, to induce Mars Petcare US, Inc. to expand its existing facility located in Richland County, SC; and other related matters **[PAGES 33-35]**
10. An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, between Richland County, South Carolina, and Mars Petcare US, Inc., as sponsor, to provide for a fee-in-lieu of ad valorem taxes incentive; and other related matters **[FIRST READING] [PAGES 37-63]**

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

### **1. Notification Of Vacancies**

11. Planning Commission-1 [Wallace Brown, Sr., February 20, 2011\*]

### **2. Notification Of Appointments**

12. Accommodations Tax Committee (Hospitality)-2 [No applications were received]
13. Appearance Commission, Landscaper/Landscape Architect-1 [no applications were received]
14. Building Codes Board of Adjustments & Appeals (Licensed Contractor)-1 [no applications was received]
15. Central Midlands Council of Governments-1 [no applications were received]
16. Central Midlands Regional Transit Authority-1 [no applications were received]

17. Employee Grievance Committee-1 [one application was received from the following: Cynthia Demetra Jones] **[PAGES 71-72]**

18. Internal Audit Committee-2 [no applications were received]

### **3. Discussion From Rules And Appointments Committee**

19. Motion to amend Council's Rules to read: Whenever a meeting is held on the second Tuesday of the month, appropriate written/backup materials for all items of business that are to be included in the Administrative and Finance or Development and Services Committee agendas must be delivered electronically to the Administrator's Office no later than the adjournment of the meeting approximately two weeks prior to the committee meeting scheduled meeting date. **[JACKSON]**

20. Due to South Carolina's poor national reputation regarding females elected and appointed positions, I move Council create an ad-hoc committee to study and report any gender disparities in regard to appointment and other leadership positions within the Council's purview of powers **[MANNING]**

21. In the absence of an established Richland County Council policy/rule regarding agency Directors making endorsements of candidates for positions on their respective Boards and/or Commissions appointed by Richland County Council, I move that the Rules & Appointments Committee evaluate this situation and make a recommendation to the full Council to establish a policy on this matter. **[PEARCE]**

### **Other Items**

22. 2011 Council Retreat Items:

- a. 2011 Annual Goals **[PAGES 78-79]**
- b. Strategic Plan 2011 Annual Action Plan **[PAGES 80-81]**
- c. 2011 Legislative Items **[PAGE 82]**
- d. 2011 Items for Further Analysis **[PAGES 83-88]**

23. CMRTA Funding **[PAGE 90]**

24. Personnel Item: Sheriff's DNA Lab

25. The Unsafe Housing Procedures **[PAGES 95-98]**

### **Citizen's Input**

26. Must Pertain to Items Not on the Agenda

### **Executive Session**

**Motion Period**

**Adjournment**



# Richland County Council Request of Action

**Subject**

Regular Session: January 4, 2011 [**PAGES 6-13**]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JANUARY 4, 2011 6:00 p.m.

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

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### MEMBERS PRESENT:

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

**OTHERS PRESENT** – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Sara Salley, Stephany Snowden, Larry Smith, Amelia Linder, Dale Welch, David Hoops, John Hixon, Anna Almeida, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:05 p.m.

### INVOCATION

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

### **PLEDGE OF ALLEGIANCE**

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

### **POINT OF PERSONAL PRIVILEGE**

Mr. Livingston recognized Ms. Jeanette McBride, Clerk of Court, Mr. Paul Brawley, Auditor, and the Honorable Mildred McDuffie were in the audience.

### **ELECTION OF CHAIR**

Mr. Pearce moved, seconded by Mr. Washington, to nominate Mr. Livingston for the position of Council Chair.

Ms. Kennedy moved, seconded by Mr. Malinowski, to nominate Mr. Jackson for the position of Council Chair.

Mr. Pearce moved, seconded by Ms. Hutchinson, to close the floor for nominations. The vote in favor was unanimous.

Mr. Pearce, Ms. Hutchinson, Mr. Jeter, Mr. Livingston, Mr. Manning, and Mr. Washington voted in favor of Mr. Livingston.

Mr. Malinowski, Mr. Jackson, Ms. Dickerson, Ms. Kennedy, and Mr. Rose voted in favor of Mr. Jackson.

Mr. Livingston was elected as Council Chair.

### **ELECTION OF VICE CHAIR**

Mr. Manning moved, seconded by Ms. Hutchinson, to nominate Mr. Jeter for the position of Vice Chair.

Mr. Malinowski moved, seconded by Mr. Jackson, to nominate Ms. Kennedy for the position of Vice Chair.

Mr. Washington moved, seconded by Ms. Hutchinson, to close the floor for nominations. The vote in favor was unanimous.

Mr. Pearce, Ms. Hutchinson, Mr. Jeter, Mr. Livingston, Mr. Manning, Ms. Washington, and Mr. Rose voted in favor of Mr. Jeter.

Mr. Malinowski, Mr. Jackson, Ms. Dickerson, and Ms. Kennedy voted in favor of Ms. Kennedy.

Mr. Jeter was elected as Vice Chair.

### SELECTION OF SEATS

Mr. Livingston stated the next order of business was the selection of seats.

(The selection of seats was taken up by seniority and continued in alphabetical order.)

The seats were selected from left to right as follows:

1. Pearce
2. Malinowski
3. Jackson
4. Hutchinson
5. Jeter
6. Livingston
7. Dickerson
8. Manning
9. Kennedy
10. Rose
11. Washington

### APPROVAL OF MINUTES

**Special Called Meeting: December 21, 2010** – Mr. Pearce moved, seconded by Mr. Jeter, to approve the minutes as distributed. The vote in favor was unanimous.

**Zoning Public Hearing: December 21, 2010** – Mr. Jeter moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

### ADOPTION OF AGENDA

Mr. Pearce requested that Project P from the Economic Development Committee be added to the agenda under the Report of the Attorney for Executive Session Items.

Mr. Smith requested that a contractual matter regarding the Clerk of Council's contract be added to the agenda under the Report of the Attorney for Executive Session Items.

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

### REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Project Care**
- b. **Project P**
- c. **Personnel Matter**



## EXECUTIVE SESSION

=====  
**Council went into Executive Session at approximately 6:15 p.m. and came out at approximately 6:26 p.m.**  
=====

- a. **Project Care** – No action was taken.
- b. **Project P** – No action was taken.

## CITIZENS' INPUT

No one signed up to speak.

## REPORT OF THE COUNTY ADMINISTRATOR

**Fourth Quarter Smoking Ban Report** – Mr. Pope stated that one complaint regarding a private club was received. An inspection was conducted and three tickets were issued: 2 to smokers and 1 to the manager.

**2011 Council Retreat, January 6-7** – Mr. Pope reminded Council of the Council Retreat on January 6<sup>th</sup> & 7<sup>th</sup> at the Parklane Adult Activity Center.

## REPORT OF THE CLERK OF COUNCIL

No report was given.

## REPORT OF THE CHAIRMAN

**Committee Sign-Up Sheets** – Mr. Livingston instructed the Clerk's Office to provide Council members with committee sign-up sheets.

## OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout** – No one signed up to speak.
- **An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Malika R. Snipe for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System** – No one signed up to speak.

- **An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Aramide Mitchell for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System – No one signed up to speak.**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; so as to provide regulations for boarded-up structures – No one signed up to speak.**

### APPROVAL OF CONSENT ITEMS

- **Amend Ordinance which authorized a Quit Claim Deed to A. Mitchell and M. Snipe:**
  - a. **An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Malika R. Snipe for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System [THIRD READING]**
  - b. **An Ordinance Amending Ordinance 008(a)-10HR and Authorizing a Quit-Claim Deed to Aramide Mitchell for a portion of Hunter's Road, an unpaved road in the Richland County Road Maintenance System [THIRD READING]**
- **Proposed Ordinance for Emergency Planning [FIRST READING]**
- **Automatic Vehicle Locations Systems-Sheriff's Department [TO TABLE]**
- **Establish a formal review of financial data [TO TABLE]**

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

### THIRD READING

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article X, Subdivision Regulations; so as to add a new section that permits the subdivision of property to heirs of a deceased property owner**

– A discussion took place.

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

**An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout** – Mr. Jeter moved, seconded by Ms. Hutchinson, to defer this item until the January 18<sup>th</sup> Council meeting. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; so as to provide regulations for board-up structures** – Ms. Hutchinson moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

**REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

**Change Order Approval for Landfill Phase 1A Closure Project** – Mr. Malinowski moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

**Ordinance to amend Chapter 6, Building and Building Regulations, regarding language affecting the Building Codes Board of Adjustment** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item. The vote was in favor.

**The Chair of County Council request and schedule a joint meeting with Lexington County officials to consider the feasibility of a collaborative impact fee study for both counties** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to accept the committee’s recommendation. The vote in favor was unanimous.

**Update on negotiations for property purchase on the Northern Boundary of the C&D County Landfill** – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve Alternative #1: “Approve the request to move forward with the condemnation action for the 57 acres of property.” The vote in favor was unanimous.

**OTHER ITEMS**

**The Unsafe Housing Procedures** – Ms. Hutchinson moved, seconded by Ms. Kennedy, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Kennedy, to defer this item until the January 18<sup>th</sup> Council meeting. The vote in favor was unanimous.

**CITIZEN’S INPUT**

No one signed up to speak.

**EXECUTIVE SESSION**

=====  
**Council went into Executive Session at approximately 7:03 p.m. and came out at approximately 7:13 p.m.**  
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- a. **Personnel Matter** – No action was taken.

## MOTION PERIOD

**Due to South Carolina's poor national reputation regarding females in elected and appointed positions, I move Council create an ad-hoc committee to study and report any gender disparities in regard to appointment and other leadership positions within the Council's purview of powers [MANNING]** – This item was referred to the Rules & Appointments Committee.

**I move that the January 18, 2011 County Council meeting be rescheduled to January 11, 2011 in order that all members, staff and regular meeting attendees have the scheduling opportunity to attend the 2011 State of the City Address. Given all the talk swirling around about City-County mergers, consolidation, coordination, cooperation, take-overs, etc. it may be well for all interested parties to have a chance to hear this potentially valuable information first hand in spite of the rescheduling inconveniences. [MANNING]** – Mr. Washington moved, seconded by Mr. Manning, to approve this item. A discussion took place.

The motion failed.

**The Baby Boomers has become of age and while we see recreation for the youth we have to explore recreation for adults/seniors. [JACKSON]** – This item was referred to the D&S Committee.

**Subdivision of Family Property[JACKSON]** – This item was referred to the D&S Committee.

## ADJOURNMENT

The meeting adjourned at approximately 7:28 p.m.

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Paul Livingston, Chair

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Damon Jeter, Vice-Chair

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Gwendolyn Davis Kennedy

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Joyce Dickerson

\_\_\_\_\_  
Valerie Hutchinson

\_\_\_\_\_  
Norman Jackson

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

\_\_\_\_\_  
L. Gregory Pearce, Jr.

\_\_\_\_\_  
Seth Rose

\_\_\_\_\_  
Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Personnel Item: Sheriff's DNA Lab

# 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. Employee Grievance
- b. Legislative Follow-Up Meeting
- c. Annual Audit Report



# Richland County Council Request of Action

**Subject**

- a. Committee Assignments

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43, Permits Required/Exemption; so as to add a new paragraph to require an evacuation plan for certain entities within the "Emergency Planning Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County **[SECOND READING] [PAGES 19-22]**

## **Notes**

December 21, 2010 - The committee recommended that Council approve the request to create an ordinance to require approval of an evacuation plan before the issuance of a building permit for projects located in the Emergency Planning Zone and employing or housing more than 100 people on a regular basis. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Proposed Ordinance for Emergency Planning (ESD 012010)

### **A. Purpose**

At the November 9, 2010, County Council meeting, Councilman Malinowski made a motion referencing emergency planning requirements. The motion is: “Any entity having a location in Richland County that will employ or house more than 100 persons in a facility on a regular basis and lies within the nuclear evacuation zone is required to submit an evacuation plan that must be approved prior to issuance of any building permit.” County Council’s approval is required to begin the process of enacting a new ordinance. The motion was sent to the Emergency Services Department to prepare the council report.

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

The V.C. Summer Nuclear Plant located in Fairfield County, creates an Emergency Planning Zone (EPZ) requirement in Richland County. In conjunction with SCE&G, Richland County is required to maintain emergency planning programs in the area of the EPZ. The EPZ is primarily located in the northwest portion of Richland County and includes farms, residential and business properties. As more structures are built in this area, additional emergency planning is needed and the ability to fulfill emergency planning requirements becomes more challenging. Richland County is required by federal energy and nuclear regulatory agencies, FEMA and the South Carolina Emergency Management Division to successfully demonstrate the ability to alert, evacuate and care for people within the EPZ should an emergency occur at the plant. Richland County is tested on this requirement every two years. In addition, SCE&G has applied for permits to build two additional reactors on the current site which will increase planning and exercise requirements. Having large entities plan for emergencies in the initial stages of site planning and construction will assist Richland County in meeting emergency planning requirements and help in the orderly and rapid evacuation of the EPZ. Failure to adequately plan for, and demonstrate the ability to respond to all plant emergencies could result in the suspension of the operating license of the plant.

### **C. Financial Impact**

The Richland County Emergency Services Department is tasked with the requirement to oversee emergency planning and exercises for the V.C. Summer Nuclear Plant. As more construction takes place in this mostly rural area of the county, a larger requirement will be placed on Richland County. While there is not a direct financial impact, more staff time will be required for reviewing plans and additional resources will be needed to exercise the emergency plans every two years. Emergency Services will review plans submitted under the new ordinance at the same time the Building Department reviews site and construction plans to reduce the possibility of a delay in the issuance of a building permit.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE II, ADMINISTRATION; DIVISION 3, PERMITS, INSPECTION AND CERTIFICATE OF APPROVAL; SECTION 6-43, PERMITS REQUIRED/EXCEPTION; SO AS TO ADD A NEW PARAGRAPH TO REQUIRE AN EVACUATION PLAN FOR CERTAIN ENTITIES WITHIN THE “EMERGENCY PLANNING ZONE (EPZ)” OF THE V.C. SUMMER NUCLEAR PLANT, WHICH IS LOCATED IN FAIRFIELD COUNTY.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43; is hereby amended by the addition of a new paragraph, to read as follows:

(d) Any entity having a location in Richland County that will employ or house more than one hundred (100) persons in a facility on a regular basis and lies within the “Emergency Planning Zone” (EPZ) of the V.C. Summer Nuclear Plant (which is located in Fairfield County), must submit an evacuation plan with the Richland County Emergency Services Department. Such evacuation plan must be approved prior to the issuance of any building permit.

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 \_\_\_\_\_, 2011.

RICHLAND COUNTY COUNCIL

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

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

OF \_\_\_\_\_, 2010

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2010-2011 Utilities Fund Annual Budget to appropriate \$75,463 of Utilities Fund Interest for Broad River Capital Project Closeout [**PAGES 24-25**]

## **Notes**

November 23, 2010 - The committee recommended that Council re-encumber \$75,462.25 from the Broad River Capital Project fund balance to close out the previously existing contracts. The vote was in favor.

First Reading: December 7, 2010

Second Reading: December 14, 2010

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 UTILITIES  
FUND ANNUAL BUDGET TO APPROPRIATE \$75,463 OF UTILITIES FUND  
INTEREST FOR BROAD RIVER CAPITAL PROJECT CLOSEOUT.

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

SECTION I. That the amount of seventy five thousand four hundred sixty three dollars (\$75,463) be appropriated to FY 2010-2011 Utilities Fund. Therefore, the Fiscal Year 2010-2011 Utilities Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 6,793,404
Appropriation of Utilities Fund Interest	<u>75,463</u>
Total Utilities Fund Revenue as Amended:	\$ 6,868,867

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 6,793,404
Increase to Utilities Fund	<u>75,463</u>
Total Utilities Fund Expenditures as Amended:	\$ 6,868,867

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 \_\_\_\_\_, 2010.



RICHLAND COUNTY COUNCIL

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

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

OF \_\_\_\_\_, 2010

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 5. Building Codes Board of Adjustment; Section 6-75, Building Codes Board of Adjustment; so as to empower the Board to hear appeals under the International Fire Code **[PAGES 27-31]**

## **Notes**

December 21, 2010 - The committee recommended that Council approve an ordinance to amend Chapter 6, Building and Building Regulations, so as to properly empower the Building Code Board of Adjustments to hear appeals under the International Fire Code. The vote in favor was unanimous.

## Richland County Council Request for Action

Subject: Ordinance to amend Chapter 6, Building and Building Regulations, regarding language affecting the Building Codes Board of Adjustment.

### A. Purpose

County Council is requested to approve an ordinance to amend Chapter 6, Building and Building Regulations; Article II, Administration; Section 6-75, Building Codes Board of Adjustment; so as to properly empower the Board to hear appeals under the International Fire Code.

### B. Background / Discussion

The proposed ordinance was drafted to empower the Building Codes Board of Adjustment to hear appeals under the International Fire Code. None of the currently appointed members have the background or experience in dealing with hazardous materials or other fire related issues. The language has now been amended to include alternate members who could participate in a hearing based on the nature of the appeal.

In addition, the ordinance further amends the language to clarify that only appeals of orders, decisions, or determinations that have been made by the Building Official or Fire Official relative to the application and interpretation of the various codes adopted in this Chapter can be heard and that the board would have no authority to waive the requirements of any currently adopted code dealing with existing or proposed structures within Richland County. With that in mind, the ordinance would also rename the Board from “Building Codes Board of Adjustment” to “Building Codes Board of Appeals”.

### C. Financial Impact

None.

### D. Alternatives

1. Approve the ordinance as presented.
2. Approve an amended ordinance.
3. Do not approve the ordinance.

### E. Recommendation

It is recommended that County Council approve the ordinance as presented.

Recommended by: Donny Phipps    Department: Building Inspections    Date: 11/12/10

### F. Approvals

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 12/2/10  
 Recommend Council denial

**Building and Inspections**

Reviewed by: Donny Phipps  
✓ Recommend Council approval  
Comments regarding recommendation:

Date:  
 Recommend Council denial

**Planning**

Reviewed by: Amelia Linder  
Recommend Council approval  
Comments regarding recommendation:

Date: 12/2/10  
 Recommend Council denial

**Legal**

Reviewed by: Larry Smith  
 Recommend Council approval; Council discretion  
denial

Date:  
 Recommend Council denial

Comments regarding recommendation: The ordinance could serve as a starting point in the various steps that should be taken in establishing a board of appeals pursuant to the International Building Code (IBC) and International Fire Code (IFC). The Legal Department has independently provided guidance to the principals and stakeholders vis-à-vis the boards of appeal required by the IBC and IFC enforcement, and would suggest that the overall board of appeals establishment and functioning should build upon whatever ordinance may be passed, to include the adoption of rules of procedure [which are described in the proposed amended ordinance subsection 6-75(e)] (i.e., this ordinance, if adopted, should be built upon along the lines of guidance Legal has previously given).

**Administration**

Reviewed by: Sparty Hammett  
✓ Recommend Council approval  
Comments regarding recommendation

Date:  
 Recommend Council denial

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-11HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE II, ADMINISTRATION; DIVISION 5. BUILDING CODES BOARD OF ADJUSTMENT; SECTION 6-75, BUILDING CODES BOARD OF ADJUSTMENT; SO AS TO EMPOWER THE BOARD TO HEAR APPEALS UNDER THE INTERNATIONAL FIRE CODE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 5. Building Codes Board of Adjustment; Section 6-75, Building Codes Board of Adjustment; is hereby amended to read as follows:

**Sec. 6-75. Building codes board of adjustments appeals.**

(a) *Establishment.* The building codes board of adjustment appeals is hereby established and shall consist of seven (7) members. Such board shall consist of one (1) architect, one (1) engineer, ~~and~~ one (1) contractor, ~~and~~ one (1) alternate member from each of the building, electrical, gas and plumbing industries, ~~and three (3) alternate members from the fire protection industry.~~ All members shall be residents of the county. All members shall be appointed by the council and serve without compensation. Based on the nature of the pending appeal(s), the Building Official shall select four (4) of the alternate members to serve on the board for any scheduled meeting and shall take into consideration the expertise offered by said member in making such selections.

(b) *Term of office.* All appointments shall be for three (3) year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

(c) *Quorum.* For any scheduled meeting, ~~Four (4) members of the board shall constitute a quorum. In varying the application of any provisions of this chapter or in modifying an order of the Building Official or Fire Official management director,~~ affirmative votes of the majority present, but not less than three (3) affirmative votes, shall be required. No board member shall act in a case in which he or she has a personal interest.

(d) *Records.* The ~~director~~ Building Official or Fire Official, or their designee, shall act as secretary of the board of adjustment appeals and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.

(e) *Procedures.* The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of this chapter. The board shall meet at regular intervals, to be determined by the chairman, or in any event, the board shall meet within ten (10) days after notice of appeal is received from the ~~director~~ Building Official or Fire Official.

(f) *Variations and modifications.*

- (1) The board of ~~adjustment~~ appeals shall hear and decide appeals of orders, decisions, or determinations made by the Building Official or Fire Official relative to the application and interpretation of the various codes adopted in this Chapter, ~~when so appealed to~~ and after a hearing, may modify or reverse ~~vary the application of any provision of this chapter to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this chapter or public interest, or when, in its opinion, the interpretation of the director~~ said Building Official or Fire Official should be modified or reversed.
- (2) A decision of the board of ~~adjustment~~ appeals ~~to vary the application of any provision of this chapter or to~~ modify an order of the ~~director~~ Building Official or Fire Official shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reason thereof.
- (3) The board shall have no authority to waive the requirements of any currently adopted code dealing with existing or proposed structures within Richland County.

(g) *Decisions.*

- (1) Every decision of the board of ~~adjustment~~ appeals shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote on the decision. Every decision shall be promptly filed in the office of the ~~director~~ Building Official or Fire Official and shall be open to public inspections; a certified copy shall be sent by registered mail or otherwise delivered to the appellant.
- (2) The board of ~~adjustment~~ appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.
- (3) If a decision of the board of ~~adjustment~~ appeals reverses or modifies a refusal, order, or disallowance of the ~~director~~ Building Official or Fire Official, ~~or varies the application of any provision of this chapter~~, the ~~director~~ Building Official or Fire Official shall immediately take action in accordance with such decision.

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 \_\_\_\_\_, 2011.

RICHLAND COUNTY COUNCIL

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

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

OF \_\_\_\_\_, 2011

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Resolution Identifying an Economic Development Project to be located and constructed in Richland County, SC by Mars Petcare US, Inc.; Authorizing a Fee Agreement between Mars Petcare US, Inc. and Richland County, SC, to induce Mars Petcare US, Inc. to expand its existing facility located in Richland County, SC; and other related matters  
**[PAGES 33-35]**



## RESOLUTION

### **IDENTIFYING AN ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED AND CONSTRUCTED IN RICHLAND COUNTY, SOUTH CAROLINA, BY MARS PETCARE US, INC.; AUTHORIZING A FEE AGREEMENT BETWEEN MARS PETCARE US, INC. AND RICHLAND COUNTY, SOUTH CAROLINA, TO INDUCE MARS PETCARE US, INC. TO EXPAND ITS EXISTING FACILITY LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”) and the Code of Laws of South Carolina, 1976, as amended, (“Code”) and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code, as amended, also known as the Fee in Lieu of Tax Simplification Act (“Act”), to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (“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 and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes (a “fee agreement” as defined in the Act);

WHEREAS, Mars Petcare US, Inc., a corporation organized and existing under the laws of the State of Delaware (“Company”), but authorized to conduct, and conducting business in the County, desires to expand its existing facility located in the County (“Facility”) including, but not limited to, any combination of the following: the construction of one or more new buildings, the expansion of one or more existing buildings, and the addition of machinery and equipment at the Facility (“Project”); and

WHEREAS, the County Council, having heard the Company present the particulars of the Project, desires to reflect and identify the Project for purposes of §12-44-40(D), and other relevant provisions, of the Act.

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

Section 1. Identification of Project. The Project, on the terms and conditions set forth on the record and as heard by the County Council, is hereby reflected and identified for purposes of the Act.

Section 2. Fee-in-Lieu-of-Tax Arrangement. The County shall consider granting the Company a fee-in-lieu-of-tax arrangement.

Section 3. Fee Agreement. The provisions, terms, and conditions of a fee agreement (“Fee Agreement”),

under and pursuant to the Act by and between the County and the Company, shall be prescribed and authorized by subsequent ordinance of the County Council which shall be consistent with the terms of this Resolution.

Section 4. Procedural Requirements. The County Council will comply with the provisions of the Home Rule Act and the Code and Constitution regarding the procedural requirements for adopting all required ordinances and resolutions.

Section 5. Effectiveness of Resolution. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. Official Action. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

Adopted: January 18, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )

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

That the foregoing constitutes a true, correct and verbatim copy of an Resolution adopted by the County Council. The Resolution was read and received a favorable vote at one public meeting of the County Council. At the meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Resolution.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

# Richland County Council Request of Action

**Subject**

An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, between Richland County, South Carolina, and Mars Petcare US, Inc., as sponsor, to provide for a fee-in-lieu of ad valorem taxes incentive; and other related matters **[FIRST READING] [PAGES 37-63]**

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

AUTHORIZING, PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT, BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND MARS PETCARE US, INC., AS SPONSOR, TO PROVIDE FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES INCENTIVE; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (“Act”) to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute “projects” as defined in the Act) and to accept any grants for such projects;

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (“State”) and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a “fee agreement,” as defined in the Act);

WHEREAS, Mars Petcare US, Inc., a corporation organized and existing under the laws of the State of Delaware (“Company”), but authorized to conduct, and conducting business in the County, desires to expand its existing facility located in the County (“Facility”) including, but not limited to, any combination of the following: the construction of one or more new buildings, the expansion of one or more existing buildings, and the addition of machinery and equipment at the Facility (“Project” as further defined below), and has requested the County to provide certain inducements to the Company by entering into a fee agreement;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$7,000,000 over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service;

WHEREAS, the County, by proper action, identified the Project and indicated its intent to provide certain economic development incentives by proper resolution of the County Council, adopted January 18, 2011 (“Identification Resolution”);

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (“Fee Agreement”) pursuant to which the property comprising the Project will be exempted from property tax for a period of time during

which the Company shall make certain payments to the County in lieu of property taxes (“FILOT Payments”); and

WHEREAS, the County has reviewed the Fee Agreement, a copy of the substantially final form of which is attached as Exhibit A and which is incorporated in this Ordinance, and determined that the same is appropriate in form and substance for execution by the County so long as the Fee Agreement includes the County Reporting Requirements, as show on the attached Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Findings and Determinations. Based on the Company’s representations, it is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, as follows:

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

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

(c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council (“Clerk”) are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council (“Chairman”) and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the attorney for the County (“County Attorney”) with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (“County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

(d) The Fee Agreement shall provide that the Company will invest at least \$7,000,000 at the Project over a period of five years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Fee Agreement and the County's performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: January 18, 2011  
Second Reading: February 1, 2011  
Public Hearing: February 1, 2011  
Third Reading: February 15, 2011



**EXHIBIT A**  
**[FORM OF]**  
**FEE AGREEMENT**

**Item# 10**

Attachment number 1  
Page 5 of 7

**EXHIBIT B**  
**COUNTY REPORTING REQUIREMENTS**

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator  
Attn: Economic Development  
Post Office Box 192  
Columbia, South Carolina 29202

the following information:

- 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.

II. The Richland County Administrator's Office is entitled to request additional information from the Company, which the Company shall submit in no more than 30 days after notification of the request.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, then the County is entitled to require the Company to return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.



**FEE AGREEMENT**

**between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**MARS PETCARE US, INC.**

**Effective: January 1, 2011**

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## FEE AGREEMENT

THIS FEE AGREEMENT ("Fee Agreement"), effective January 1, 2011, is between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), and MARS PETCARE US, INC., a corporation organized and existing under the laws of the State of Delaware ("Company"). The County and the Company are sometimes jointly referred to in this Fee Agreement as the "parties," or severally as a "party."

### WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of a resolution and an ordinance that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County ("Facility"), including but not limited to through the construction of a new building(s), the expansion of an existing building(s), and/or the addition of machinery and equipment at the Facility ("Project"), and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

## 1. DEFINITIONS

### 1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

"*Act*" means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

"*Additional Payments*" shall have the meaning set forth in Section 4.3 of this Fee Agreement.

"*Administrative Expenses*" means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in

connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company's behalf.

*"Authorized Company Representative"* means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

*"Code"* means the Code of Laws of South Carolina, 1976, as amended.

*"Commencement Date"* or *"Effective Date"* means January 1, 2011.

*"Company"* means Mars Petcare US, Inc., a corporation organized and existing under the laws of the State of Delaware, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

*"Completion Date"* means December 31, 2016, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

*"Cost"* or *"Cost of the Project"* means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

*"County"* means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

*"County Council"* means the governing body of the County and its successors.

*"County Reporting Requirements"* means those requirements as set forth on *Exhibit A* attached hereto and made a part hereof.



“*Default*” means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

“*Department of Revenue*” means the South Carolina Department of Revenue or its successor agency.

“*Equipment*” means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit B* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

“*Event of Default*” means any of those events set forth in Article 7 of this Fee Agreement.

“*Fair Market Value*” shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

“*Fee Agreement*” means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*FILOT Payments*” shall have the meaning set forth in Section 5.1 of this Fee Agreement.

“*Independent Counsel*” means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

“*Identification Resolution*” means the identification resolution passed by County Council in which County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

“*Ordinance*” means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

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

“*Project*” shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Project Period*” means the 5-year period beginning with the Commencement Date.

“*Real Property*” means the real property, if any, made part of the Project during the Project Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit C* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

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

“*Term*” means the duration of this Fee Agreement.

**1.2. References to Fee Agreement**

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

**2. REPRESENTATIONS AND WARRANTIES**

**2.1. Representations and Warranties by the County**

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County’s obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a “project” within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, 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 that would materially adversely affect the validity or enforceability of this Fee Agreement.

**2.2. Representations and Warranties by Company**

The Company represents and warrants that:

(A) The Company is a corporation organized and in good standing under the laws of the State of Delaware, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company’s ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an “Event of Default” as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(F) To the best of its knowledge, 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 that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a “project” within the meaning of the Act.

(H) The Company shall comply with the County Reporting Requirements.

### **3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT**

#### **3.1. Construction and Acquisition of Project**

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

#### **3.2. Completion Date**

The Completion Date shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

#### **3.3. Completion of the Project**

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

#### **3.4. Amendments to Exhibits B and C**

The Company may supplement *Exhibit B* and *Exhibit C* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

#### **3.5. Minimum Investment**

Beginning on the Commencement Date and ending on the Completion Date, the Company will invest at least \$7,000,000 in taxable property constituting part of the Project (“Minimum Investment Threshold”).

### **3.6. Licenses and Permits; Assistance in Obtaining**

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

## **4. TERM, FEES AND ADDITIONAL PAYMENTS**

### **4.1. Term**

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term ("Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the 20th year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

### **4.2. FILOT Payments**

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

### **4.3. Additional Payments**

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as "Additional Payments," to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within 30 calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

### **4.4. Failure to Pay in a Timely Manner**

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

## 5. FILOT PAYMENTS AND TAX CREDITS

### 5.1. *FILOT Payments; Calculation and Timing*

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make 20 annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of 8.5%, (ii) a millage rate of 402.9 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (“Fair Market Value”).

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold as of the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than 90 days after the Completion Date.

### 5.2. *Tax Deductions, Credits and Exemptions*

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

### 5.3. *Abating FILOT Payments*

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or

adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

## **6. OTHER COVENANTS**

### **6.1. Use of Project**

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing pet food and related activities.

### **6.2. Limitation of County's Liability**

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

### **6.3. No Liability of County Personnel**

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

### **6.4. Transfer of Project; Financing**

To the extent permitted by Section 12-44-120(A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

### **6.5. Financing**

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within 60 days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

### **6.6. Leasing of Project**

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

**6.7. Filing of Annual Report of Investment in Project**

The Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (as of the Effective Date, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

**6.8 Waiver of Statutorily Required Recapitulation**

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

**6.9 Indemnification**

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an "Indemnified Party"), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County's obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

## 7. EVENTS OF DEFAULT AND REMEDIES

### 7.1. *Events of Default by Company*

Any one or more of the following events shall constitute an “Event of Default” by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for 30 calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such 30 day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same with all due diligence not to exceed 90 days;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

### 7.2. *Remedies on Event of Default by Company*

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by 30 days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.



**7.3. Default by County**

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within 90 days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

**8. MISCELLANEOUS**

**8.1. Rights and Remedies Cumulative**

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee 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 of any one or more of the rights, powers or remedies provided for in this Fee 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 of any or all such other rights, powers or remedies.

**8.2. Successors and Assigns**

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**8.3. 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 (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur 2 calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Richland County  
Post Office Box 192  
Columbia, South Carolina 29202  
Attention: County Administrator  
Telephone: 803.576.2054  
Facsimile: 803.576.2137

With a Copy to (does not constitute notice):

Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Attn: Michael E. Kozlarek  
Telephone: 803.253.8924

Facsimile: 803.255.8017

(b) As to the Company:

Mars Petcare US, Inc.

Attention:  
Telephone:  
Facsimile:

With a Copy to:

Bevan, Mosca, Giuditta & Zarillo, P.C.  
222 Mount Airy Road, Suite 200  
Basking Ridge, New Jersey 07920  
Attention: Michael J. Parlavecchio  
Telephone: 908.753.8300  
Facsimile: 908.753.8301

**8.4. *Next Succeeding Business Day***

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

**8.5. *Applicable Law; Entire Understanding***

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

**8.6. *Severability***

If any material provision of this Fee 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 unless the effect thereof would render enforcement of the remaining provisions unconscionable.

**8.7 *Execution Disclaimer***

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

**8.8. *Headings and Table of Contents; References***

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

**8.9. *Multiple Counterparts***

This Fee 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.

**8.10. *Amendments***

This Fee Agreement may be amended only by a writing signed by all parties hereto.

**8.11. *Waiver***

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**8.12. *Non-Disclosure of Company Information***

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

(SEAL)

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011

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

**MARS PETCARE US, INC.**

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

**EXHIBIT A**  
**COUNTY REPORTING REQUIREMENTS**

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator  
Attn: Economic Development  
Post Office Box 192  
Columbia, South Carolina 29202

the following information:

- 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.

II. The Richland County Administrator's Office is entitled to request additional information from the Company, which the Company shall submit in no more than 30 days after notification of the request.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, then the County is entitled to require the Company to return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

None.

**EXHIBIT C**  
**DESCRIPTION OF PERSONAL PROPERTY**

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

# Richland County Council Request of Action

**Subject**

Planning Commission-1 [Wallace Brown, Sr., February 20, 2011\*]



# Richland County Council Request of Action

**Subject**

Accommodations Tax Committee (Hospitality)-2 [No applications were received]

# Richland County Council Request of Action

**Subject**

Appearance Commission, Landscaper/Landscape Architect-1 [no applications were received]

# Richland County Council Request of Action

**Subject**

Building Codes Board of Adjustments & Appeals (Licensed Contractor)-1 [no applications was received]

# Richland County Council Request of Action

**Subject**

Central Midlands Council of Governments-1 [no applications were received]

# Richland County Council Request of Action

**Subject**

Central Midlands Regional Transit Authority-1 [no applications were received]

# Richland County Council Request of Action

**Subject**

Employee Grievance Committee-1 [one application was received from the following: Cynthia Demetra Jones]  
**[PAGES 71-72]**



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

Name: Cynthia Demetra Jones

Home Address: 117 Devonport Drive Irmo, SC 29063

Telephone: (home) 732-6224 (work) 576-1835

Office Address: 1701 Main Street Columbia, SC 29201

Email Address: Jonescy@rcgov.us

Educational Background: BA- Public Affairs

Professional Background: Paralegal

Male  Female (x)  Age: 18-25  26-50 (x)  Over 50

Name of Committee in which interested: Grievance Committee

Reason for interest: Would like to get more involved in different areas of government for which I work.

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

I am a good listener, and I try to be logical and fair.

Presently serve on any County Committee, Board or Commission? none

Any other information you wish to give? none

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: as needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the 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

12/13/10  
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.**

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

Item# 17

Attachment number 1  
Page 2 of 2



# Richland County Council Request of Action

**Subject**

Internal Audit Committee-2 [no applications were received]

# Richland County Council Request of Action

**Subject**

Motion to amend Council's Rules to read: Whenever a meeting is held on the second Tuesday of the month, appropriate written/backup materials for all items of business that are to be included in the Administrative and Finance or Development and Services Committee agendas must be delivered electronically to the Administrator's Office no later than the adjournment of the meeting approximately two weeks prior to the committee meeting scheduled meeting date. **[JACKSON]**

# Richland County Council Request of Action

**Subject**

Due to South Carolina's poor national reputation regarding females elected and appointed positions, I move Council createe an ad-hoc committee to study and report any gender disparities in regard to appointment and other leadership positions within the Council's purview of powers **[MANNING]**

# Richland County Council Request of Action

**Subject**

In the absence of an established Richland County Council policy/rule regarding agency Directors making endorsements of candidates for positions on their respective Boards and/or Commissions appointed by Richland County Council, I move that the Rules & Appointments Committee evaluate this situation and make a recommendation to the full Council to establish a policy on this matter. **[PEARCE]**

# Richland County Council Request of Action

## **Subject**

2011 Council Retreat Items:

- a. 2011 Annual Goals [**PAGES 78-79**]
- b. Strategic Plan 2011 Annual Action Plan [**PAGES 80-81**]
- c. 2011 Legislative Items [**PAGE 82**]
- d. 2011 Items for Further Analysis [**PAGES 83-88**]

# 2011 Richland County Council Annual Goals

The following goals were mentioned by various Council Members at Retreat. Council may amend these goals as they see fit.

Council's approval of these Annual Goals (or an amended list) is requested.

## County City Departmental Consolidation

**Goal:** Consolidate certain departments / divisions with the City of Columbia [Hutchinson]

**Council Directives:** Determine potential consolidation areas with the City of Columbia. Consolidation / Privatization Committee appointed by Chairman will provide recommendations to Council as discussions with City progress.

## Neighborhood Improvement

**Goal:** Create a Master Plan for Lower Richland (Highway 378 – River – Sumter Line) [Washington]

**Council Directives:** Create a Master Plan for Lower Richland. Funding to be identified in the FY 12 budget process. Consider where small businesses should be allowed.

## FY 12 Budget

**Goal:** Flat budgets for: Contractual, Statutory, Millage Agencies

**Council Directives:** All Contractual, Statutory, and Millage Agencies should forward flat budgets for FY 12.

## **FY 12 Budget**

**Goal:** No Tax Increase Budget or Responsible Budget for the General Fund.

**Council Directives:** Council is requested to direct the County Administrator to create either a No Tax Increase Budget or a Responsible Budget.

## **Fire Service**

**Goal:** Determine Future of Fire Service in Richland County

**Council Directives:** Pursue additional investigations of current Fire Service arrangement. [Council direction requested regarding extent of investigations to occur.]

# Richland County Strategic Plan 2011 Annual Action Plan

The following Annual Action items were mentioned by various Council Members at Retreat. Council may amend these items as they see fit. These Annual Action Plan items are *in addition* to the ongoing Strategic Plan tasks currently underway by staff.

Council's approval of these Annual Action Plan items (or an amended list) is requested.

## Strategic Priority 1: Manage Growth

Tasks:

1. Add water and sewer plan information to the Strategic Plan  
[Pearce, Washington]
2. Determine where growth should / should not occur  
[Malinowski]
3. Add "corridor improvement incentives" as a task under Strategy # 2: Protect and revitalize established communities by promoting and investing in neighborhood redevelopment.  
[Livingston]

## Strategic Priority 4: Promote Economic Opportunities

Tasks:

1. Business incentives to hire non-violent offenders [Rose]



2. Inventory Green Industries in Richland County [Washington]
3. Business incentives for Green Industries [Washington]
4. Green Industrial Park [Washington]
5. Small business forum: What are their concerns / obstacles?  
Incentives they'd like to see, etc. [Hutchinson]

### Strategic Priority 5: Engage the Community

#### Tasks:

1. Improve appearance of County by improving interchanges.  
Use Special Services? Contract out? Partner with DOT?  
[Hutchinson]

## 2011 Legislative Items

The following legislative items were mentioned by various Council Members at Retreat. Council may amend these items as they see fit.

Council's approval of these 2011 Legislative Items (or an amended list) is requested.

1. Clarify intent of Evidence Protection Act. [Pearce]
2. TRAC recommendations re: tourist dollars; Include Congaree National Park [Washington]
3. Review Representative James Harrison's legislation regarding County Council's options for the structure of the Recreation Commission and other Special Purpose Districts. [Livingston]
4. Impact fees for transportation improvements. [Hutchinson]
5. CTC Funding [Hutchinson]

## 2011 Items for Further Analysis

The following items for further analysis were mentioned by various Council Members at Retreat. Where action has already occurred, a notation is listed as "Staff response." Council may remove items from this list, or provide further clarification / direction to staff regarding these items. As these items are acted upon throughout the year, staff will provide updates to Council.

Council's approval of this list (or an amended list) is requested.

1. Can Richland County contract with a private water company to provide water to unincorporated Richland County? [Jackson]
2. Chairman Livingston appoint a committee to work with the Administrator and public safety elected officials on their FY 12 budgets. Rose and Malinowski expressed interest in being members of this committee. Washington requested this committee review trends for budget amendments for elected officials.
3. Tie the budget to the Strategic Plan. [Manning, Pearce]
4. Automate Pavement Management Evaluation System versus visual site survey. [Washington] [Staff response: DPW is in the process of addressing.]

5. Responses to the following questions have been requested of the County Attorney [Hutchinson]:
  - For what can the City's water revenues be used?
  - Is the transfer of water revenues to other accounts legally permissible?
  - Is there a limit on the rates that the City can charge in unincorporated Richland County?
6. Gills Creek Watershed Update [Pearce]
7. Email Economic Development Director Job Description to Council [Staff response: Done.]
8. Email list of proposed Departments to be audited (Internal Audits) [Staff response: Done.]
9. Review satellite access to Channel 2 to those individuals without cable access. [Staff response: PIO researching.]
10. Have someone explain Annexation to Council. [Pearce] [Staff response: Administrator will contact an individual to review this item with Council at an upcoming Zoning Public Hearing.]
11. Purchase energy efficient vehicles. [Rose] [Staff response: The County currently has approximately 50 alternative fuel vehicles. The County is scheduled to purchase an additional 6 hybrid vehicles for its fleet in FY 12, per the EECBG funds. Green Fleet logos have also been added to our fleet to put the County's "green" efforts in the public eye.]
12. Partner with the City of Columbia to use used oil to run vehicles. [Hutchinson, Malinowski]

13. Incentives for bio-fuels farmers. [Hutchinson]
14. Incentives for people to purchase investment properties.  
[Rose]
15. Planning Cooperation with the City. [Rose] [Staff response:  
Will be discussed in Consolidation / Privatization Committee.]
16. Should Richland County get into the sewer / water business?  
[Washington]
17. Address water quality issues in Richland County. [Washington]
18. Identify the quarter and date on future Strategic Plan Quarterly  
reports. [Manning] [Staff response: Done.]
19. Establish programs for at-risk youth; Form a Committee with  
City of Columbia, School Boards. [Rose] [Pearce recommended  
this Committee, if created, meet with the Sheriff, CASA, churches,  
DSS, RCRC, etc. before proceeding; Kennedy wants to be on this  
Committee.]
20. Signs enforcement [Kennedy]
21. Sustainability Director [Manning]
22. The Administrator is to notify the Decker Boulevard Business  
Coalition if Council chooses to locate facilities in the corridor.  
[Kennedy, Dickerson]
23. Email the Phase I Regional Sports Complex Study (Kahn  
Company) to Council. [Staff response: Done.]
24. Unsafe Housing Item [Not addressed at Retreat due to timing  
issues.] [Staff response: February Committee item]

25. Alternative Work Schedule [Not addressed at Retreat due to timing issues.] [Staff response: An email to Council will be forwarded in the next few weeks.]
26. Send the Hamilton-Owens Airport Economic Impact Study performed by Wilbur Smith Associates to Council. Provide the link to the Airport Master Plan Update: <http://www.cubmasterplan.com/> [Staff response: Done.]
27. Develop a process for Council to contact Legislators [Jeter]
28. Send Legislative Delegation Reception information to Council and Governmental Affairs Team. [Staff response: Done.]
29. Request Phase III Bond Projects from the RCRC. [Livingston]
30. Consider Disparity Study for the County. [Washington] [Staff response: County Administrator will meet with agency regarding possible study.]
31. Email Retreat PowerPoint presentations to Council. [Staff response: Done.]
32. Housing Trust Fund Update [Jackson] [Staff response: Sparty Hammett to follow up with Valeria Jackson.]
33. Email Organization Chart to Council. [Pearce] [Staff response: Done.]
34. What options exist to amend the structure of the Assessor's Office? Legal Department is to research and report findings to Council. [Manning]
35. Develop a Right of Way Policy. [Hutchinson, Jackson]

36. Explore expansion of DSS facility on Two Notch Road and/or look at purchasing additional property at DSS site for the relocation of the Health Department. [Jackson]
37. Provide Council with updated information on the costs of potential land purchases for the space allocation items. [Malinowski]
38. Bring options for Road Performance Bonds to Council [Hutchinson]
39. Mitigation Bank
  - a. Bring back written documentation for negotiations to occur.
  - b. Consider Northeast Regional Sports Complex property for mitigation credits. [Hutchinson]
40. Historic Columbia Foundation
  - A list of improvement projects, in priority order, needed for the County's two historic homes (Hampton-Preston and Woodrow Wilson) [Jeter]
  - An alternative financing plan that only addresses the projects that must be completed in order to maintain the structural integrity, security and safety of the homes [Pearce]
  - The amount of tourist dollars generated by the County's two homes. [Malinowski]
  - The number of people who annually visit the County's two homes. [Malinowski]
  - Address different cultures. [Washington]
  - Request financial assistance from the Presbyterian Church. [Washington]
41. Funding Options for Transit [Malinowski]
  - a. Deed Recording Fee [Staff response: Prohibited by State Law]

- b. Employee Sponsored Commuter Program [Staff response: The business community has not expressed interest in this initiative, and has further stated that public transit is a public issue.]
- c. Admissions Tax [Staff response: Prohibited by State Law]
- d. Staff, at Council's direction, will see alternative means of funding transportation through the Legislature.

42. FY 12 Budget Motions List Items:

- a. Internal Audits
  - i. Efficiency Study re: Number of County Employees [Hutchinson]
- b. Good to Great [Council]
- c. Midlands Housing Authority Operations Funding [Pearce]
- d. County Website [Manning, Jeter]
- e. Historic Columbia Funding for two County-owned Historic Homes



# Richland County Council Request of Action

**Subject**

CMRTA Funding [**PAGE 90**]

# Richland County Government

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



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

*Office of the County Administrator*

## **Central Midlands Regional Transit Authority (CMRTA) Funding Recommendation**

### Memorandum to Council

The Richland County Council has provided temporary funding to the CMRTA by way of the Mass Transit Fee since 2006. Richland County Council also gave the citizens of Richland County the opportunity to approve a Transportation Sales Tax initiative that would have funded the transit system in our community for the next 25 years. However, this ballot initiative was defeated by less than a 2% margin.

The CMRTA has provided documentation to the City of Columbia and Richland County requesting funding alternatives by January 31, 2011 to maintain or reduce the current levels of service. The CMRTA needs \$10,540,000 over the next two years to maintain and provide the existing level of transit services.

The City of Columbia has given first reading approval to an ordinance that would provide \$3,600,000 annually (\$7,200,000 over the two year period) toward maintaining transit at current levels.

In December, County Council directed the County Administrator to come up with funding options to support the CMRTA at a level appropriate for Richland County.

My recommendation is as follows:

Richland County will provide \$1,670,000 from appropriate reserve funds to maintain the current level of transit services in Richland County (contingent upon final approval by the City of Columbia's plan and enactment of an IGA between all governmental entities), and repeal the Mass Transit Fee effective July 1, 2011. Furthermore, Richland County and the City of Columbia will collaboratively work together to request Lexington County fund its portion of transit services in Lexington County.

# Richland County Council Request of Action

**Subject**

Personnel Item: Sheriff's DNA Lab

# Richland County Council Request of Action

**Subject**

The Unsafe Housing Procedures [**PAGES 95-98**]

# **Department of Building Codes and Inspections**

## **Unsafe Housing Procedures**

### **SECTION 1. PURPOSE**

The following policies and procedures are implemented for the Unsafe Housing Abatement Program and for the enforcement of the current adopted edition of the International Property Maintenance Code and the County's Building Ordinances contained in Chapter 6 (Buildings and Building Regulations) of this code.

### **SECTION 2. POLICY**

It is the policy of the County's Unsafe Housing Abatement Program to seek voluntary compliance with these provisions, but to provide an effective means of enforcement if such compliance is not obtained.

### **SECTION 3. DEFINITIONS**

For the purpose of these procedures, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Affected department" means whichever of the following County departments have the responsibility to administer or enforce the applicable provisions of this code: Building Codes and Inspections, Fire Marshal, Planning, Public Works, or Sheriff's Department.

"Board up" means the boarding up of any means of egress and ingress, including, without limitation, windows and doors, to a structure or unoccupied residential structure.

"Code enforcement officer" means any person employed by the County and appointed to the position of code enforcement officer, as established by resolutions duly adopted by Richland County Council and assigned to the Unsafe Housing Division.

"Owner" means the holder(s) of the property deed or title in fee simple.

"Premises" means the real property, including any buildings, structures or other improvements situated thereon or affixed thereto, where any violation of any provision of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein, has or is suspected to have occurred or is suspected to be occurring. The premises may include public property to which a violator has access.

"Residential structure" means any building, structure, manufactured home or mobile home, or part thereof, intended to be used for human habitation and includes any appurtenances therewith including accessory structures.

"Unoccupied" means a residential structure that is not occupied or that is occupied by unauthorized persons.

"Violator" means an adult owner, tenant, occupant, resident or other person having possession, control or any other ownership interest in or the right of access to the

premises, excluding persons having only a security interest in the premises, who is suspected or alleged to have violated or to be in violation of any provision of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein. There may be one or more violators as to any particular offense.

## **SECTION 4. PROCEDURES**

### **A. Basic Standards and Maintenance.**

1. The owner of every premise within this County shall be responsible for the basic standards and maintenance thereof in a manner required by the applicable provision of Chapter 6.
2. No building, structure, manufactured home or premises shall exist, or be permitted to exist, in a defective, unsafe, unsecured or unsanitary condition, or without provision for adequate safe egress, or in a condition which constitutes a fire hazard or other danger to human life, or which in relation to existing uses, immediate or in the vicinity, constitutes a hazard to the safety, health, property or welfare of the occupant or the public by reason of inadequate maintenance, dilapidation, abandonment, vandalism or deterioration, or in any manner contrary to applicable provisions of Chapter 6, thereby constituting a public nuisance.
3. Whenever it is determined that any of the conditions exist as described above, the powers of the Housing Official or designee(s) may be exercised to repair, close or demolish any such dwelling or other structure in the manner hereinafter provided.

### **B. Complaint Notice and Order Required.**

1. Whenever a complaint or petition is received by the Unsafe Housing Division, charging that any dwelling or other structure is unfit for human habitation, the Code Enforcement Officer shall, if the investigation discloses a basis for such charges, issue and cause to be served upon the owner of, and all parties in interest in, such dwelling or other structure a Complaint Notice of violation in letter form, which shall expressly state that: 1) the person is in violation of such code section of the International Property Maintenance Code as is applicable adopted in Chapter 6; and 2) the violation shall be abated by specified action; and 3) unless such violation is so abated within a specified time, said person may be issued a citation to appear in court for said violation and for failing to comply with said notice. The notice shall include the name and phone number of the departmental employee from who further information may be obtained.
2. Such notice shall also contain information regarding a hearing that will be held before the Housing Official or designee(s) not less than ten (10) days nor more than thirty (30) days after the service of such notice or letter; that the owner and parties in interest shall be given the right to file an answer to the

complaint in letter form and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in such hearings. In the event an emergency arises whereby it appears that human life or safety is involved, the building official or housing official may shorten the notice of hearing to no less than one (1) day with approval of the Director and/or Building Official.

3. After such notice and hearing, if the Housing Official or designee(s) determines that a dwelling or other structure under consideration is unfit for human habitation, it shall be stated in writing, such writing to include the findings of fact in support of such determination; and this writing shall be issued and caused to be served upon the owner of such property in the form of an order. Any person occupying said structure shall be required to vacate the premises.
4. If the repair, alteration, or improvement of the dwelling or other structure can be made at a reasonable cost in relation to the value of the dwelling or other structure, the owner shall be required within the time specified in such order, to repair, alter or improve such dwelling or other structure to render it fit for human habitation or to vacate and close the dwelling or other structure as a human habitation.
5. If the repair, alteration or improvement of the dwelling or other structure cannot be made at a reasonable cost in relation to the value of the dwelling or other structure, the owner then shall be required, within the time specified in the order, to remove or demolish such dwelling.
6. If the violation has not been abated within the specified time stated in the order, a summons shall be issued. Upon conviction of said violation, penalties shall be imposed as found in Section 1-8 of the Richland County Code of Ordinances.

### **C. Exceptions**

Notwithstanding the provisions of section 4.B, above, no notice need be given, and a Code Enforcement Officer may immediately issue a citation, when there is reasonable basis to believe that: 1) the violation constitutes an imminent threat to the health and safety of any person or persons, including that of the alleged violator, or to property; or 2) the violator may not remain in the county or may otherwise be difficult to locate at a later time.

### **D. Public Nuisance**

Any violation that continues in disregard of an Order issued pursuant to section 4.B., above, is declared to be a public nuisance and as such may be abated in the manner prescribed by law.

## **E. Service of Complaint Notice and Order**

A written Complaint Notice and Order hereunder shall be delivered to and/or served upon such persons either personally or by certified mail, but if the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the Housing Official shall make an affidavit to that effect. Then the serving of such notice or order upon such persons may be made by publishing it once each week for two (2) consecutive weeks in a newspaper printed and published in this area. A copy of such notice or order shall be posted in a conspicuous place on the premises affected by the notice or order. A copy of such complaint notice or order shall also be filed with the Richland County Clerk of Court and such filing of the notice or Order shall have the same force and effect as other lis pendens notices provided by law.

## **SECTION 5. POWERS AND DUTIES OF CODE ENFORCEMENT OFFICERS**

- A. Enforcement Duties.** Each Code Enforcement Officer shall have the duty to enforce the provisions of Chapter 6 of the Richland County Code of Ordinances.
- B. Right of Entry.** Whenever necessary to enforce any of the provisions of said Chapter 6, or any of the building codes adopted therein, or whenever a Code Enforcement Officer has reasonable cause to believe that there exists in or upon any premises any such violation which makes such premises unsafe, dangerous or hazardous, the code enforcement officer may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the Code Enforcement Officer by these procedures; provided, that if such premises be occupied, he or she shall first identify himself or herself as a Richland County Unsafe Housing Code Enforcement Officer and request entry, and if such premises be unoccupied, he or she shall first make a reasonable effort to locate the violator and request entry. If such entry is refused, the Code Enforcement Officer shall have recourse to every remedy provided by law to secure entry.
- C. Issuance of Citations.** Each code enforcement officer is authorized to issue citations for violations of the provisions of Chapter 6, or any of the building codes adopted therein, which they have the duty to enforce.
1. Prior to issuance of a citation, the Code Enforcement Officer shall identify himself or herself as a Richland County Unsafe Housing Code Enforcement Officer. The Code Enforcement Officer shall then request the alleged violator to present his or her driver's license or other satisfactory evidence of his or her identity for examination, and the alleged violator shall comply.
  2. The citation shall include the Code section that violated, and state a time and date and place at which the alleged violator shall appear in court to answer the charges stated in the citation. The appearance date shall be at least eighteen (18) days after the date of the citation.



**D. Refusal to sign citation.** The Code Enforcement Officer shall not take or attempt to take anyone into custody for refusing to present satisfactory evidence of his or her identity or for refusing to sign a citation. In such cases, the code enforcement officer may file the citation with the appropriate court as a complaint and may request the assistance of the Richland County Sheriff's Department, or may request the County attorney to prepare and file a complaint with the appropriate court.

## **SECTION 6. FOLLOW-UP INSPECTIONS**

Following the conviction of any violator in court, a Code Enforcement Officer shall make such follow-up inspections as necessary to determine that the violation has been abated and may issue such additional citations as are necessary to gain compliance with the applicable provisions of Chapter 6 of the Richland County Code of Ordinances, or any of the building codes adopted therein.

## **SECTION 7. CANCELLATION OF NOTICES**

Upon all work being completed to abate the violation and upon approval of the Code Enforcement Officer, the Code Enforcement Officer shall file a Cancellation of Notice, Order or Lis Pendens, with the Richland County Clerk of Court.

## **SECTION 8. REFUSAL TO ISSUE PERMIT, LICENSES OR OTHER ENTITLEMENT**

### **A. Refusal to Issue; Waiver**

1. Upon notification by an Unsafe Housing Code Enforcement Officer that violations exist, all departments and employees shall refuse to issue permits or licenses or entitlements involving the premises except those necessary to abate such violation.

## **SECTION 9. COUNTY TO REMOVE OR DEMOLISH A STRUCTURE**

If the owner fails to comply with the Order to repair, alter or improve, or to vacate and close the dwelling or other structure, the housing official or designee(s) may cause such dwelling or other structure to be to be vacated, removed or demolished. The housing official or designee(s) shall cause to be posted on each entrance of any dwelling or other structure so closed, a placard with the following words: "This property/structure has been declared unsafe and unfit for human occupancy; the use or occupancy of this structure for human habitation is prohibited and unlawful."

## **SECTION 10. REMOVAL AUTHORITY OF COUNTY.**

If such owner fails to comply with the Order to remove or demolish the dwelling, the building official, or other authorized representative, may cause such dwelling or other structure to be removed or demolished forthrightly.

**SECTION 11. COSTS; LIEN UPON PROPERTY.**

The amount of the cost of such vacating and closing, or removal or demolition, by the County shall be a lien against the real property upon which the cost was incurred, and such lien shall be recorded at the Richland County Register of Deeds.

**SECTION 12. NUISANCE ABATEMENT POWER OF COUNTY.**

- A. These Procedures shall not be construed in any way to impair or limit any and all powers of the County to define and declare nuisances and/or to cause their removal or abatement by summary proceedings or otherwise.
- B. The decision of what action to take with regard to such structure, upon failure of the owner to comply with the order/notice, shall rest solely with the County.
- C. A copy of the lien shall be forwarded to the County Finance Department. A statement for the cost(s) shall be mailed or personally served upon the owner or occupant, firm, or corporation, as the case may be, specifying that payment thereof shall be due within (20) days thereof. Upon failure of the owner or occupant to remit payment of such bill or statement within the prescribed time, the lien shall become collectable as prescribed by Richland County Policy.

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda