

Open/Close Public Hearings

6. a. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation
- b. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment

Approval Of Consent Items

7. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation [**THIRD READING**] [**PAGES 20-23**]
8. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment [**THIRD READING**] [**PAGES 25-26**]
9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; "Institutional, Educational, and Civic Uses" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [**THIRD READING**] [**PAGES 28-32**]
10. A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library [**SECOND READING**] [**PAGES 34-35**]
11. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 [**SECOND READING**] [**PAGES 37-68**]

Third Reading Items

12. To amend the ordinance dealing with Loitering [**PAGES 70-73**]

Second Reading Items

13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed [**PAGES 75-76**]

Report Of Development And Services Committee

14. An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of

animals, and make clarifications pertaining to owner responsibilities **[FIRST READING]**
[PAGES 78-83]

15. An Ordinance Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County **[FIRST READING]** **[PAGES 85-89]**
16. An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County **[FIRST READING]** **[PAGES 91-92]**

Report Of Economic Development Committee

17. Annual Richland County Economic Development Ambassador Nomination **[PAGE 94-97]**
18. Governmental Affairs/Political Representative Services Contract Extension **[PAGE 99]**

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

19. Board of Assessment Appeals-1 [Tim Miles, December 18, 2010*]
20. Building Codes Board of Adjustments and Appeals-1 [David Cook, November 20, 2010*]
21. Central Midlands Council of Governments-1 [Earl Brown, September 11, 2010]
22. Lexington/Richland Alcohol Drug and Abuse Council-2 [Chris Brownlee, December 31, 2010; Wendell Price, December 31, 2010]
23. Richland Memorial Hospital Board-5 [Virginia Leaman Crocker, December 31, 2010; Roslyn Woodson Frierson, December 31, 2010*; George S. King, Jr., December 31, 2010*; F. Xavier Starks, December 31, 2010*; James E. (Rick) Wheeler, December 31, 2010*]

2. Notification Of Appointments

24. Accommodations Tax Committee, Hospitality-2 [No applications have been received for this committee]
25. Appearance Commission, Landcaper/Landscape Architect-1 [No applications was received for this commission]
26. Building Codes Board of Adjustments and Appeals, Licensed Contractor-1
27. Community Relations Council-1 [One application was received from Bethany Human] **[PAGES 109-111]**
28. Employee Grievance Committee-3 [an application was received from Deborah Jordan, Detention Center*] **[PAGES 113-114]**

- 29. Internal Audit Committee-2 [No applications was received for this committee]
- 30. Riverbanks Park Commission-1 [One application was received from Llyod S. Liles*]
[PAGES 117-118]

3. Discussion From Rules And Appointments Committee

- 31. Attorney General's Opinion regarding Voter's Registration and the Election Commission [reported out from the joint Rules and Appointmnts and the Legislative Delegation Meeting, November 10, 2010] [PAGE 120]
- 32. Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50 plus page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports. [MANNING]

Other Items

- 33. A Resolution to appoint and commission Shandon Edwards and Dorris Taylor as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [PAGE 123]
- 34. Medicare Retiree Insurance [PAGES 125-129]

Citizen's Input

- 35. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 36. a. I move to request 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 [HUTCHINSON]

Adjournment



Richland County Council Request of Action

Subject

Resolution honoring Chief Deputy Wash James of the Richland County Sheriff's Department on his promotion to Chief Deputy of the Uniformed Division

Richland County Council Request of Action

Subject

Regular Session: November 9, 2010 [**PAGES 7-14**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 9, 2010 6:00 p.m.

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Larry Smith, Daniel Driggers, Anna Almeida, Jim Wilson, Quinton Epps, Dale Welch, Andy Metts, Ray Peterson, David Chambers, Valeria Jackson, John Hixson, Monique Walters, Michelle Onley

CALL TO ORDER

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

INVOCATION

The Invocation was given by the Honorable Valerie Hutchinson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the
Honorable Valerie Hutchinson and Boy Scout Michael Smith

POINT OF PERSONAL PRIVILEGE – Mr. Livingston recognized Councilman-elect Seth Rose was in the audience.

APPROVAL OF MINUTES

Regular Session: October 19, 2010 – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: October 26, 2010 – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Morales vs. Richland County**
- b. **DHEC**

CITIZENS' INPUT

(For Items on the Agenda Not Requiring a Public Hearing)

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

FEMA—Class 8 National Flood Insurance Program – Mr. Pope stated that FEMA had determined that Richland County will increase to a Class 8 in the National Flood Insurance Program Community Rating System. The floodplain management activities implemented by Richland County qualified it for a 10% discount in premium cost of flood insurance for NFIP policies issued or renewed in Special Flood Hazard Areas on or after October 1, 2010. The Community Rating System for Richland County will automatically renew annually if there are no NFIP noncompliance actions.

Mitigation Program – Mr. Pope requested that Item #12 be removed from the consent agenda in order for Council to receive additional information from staff.

REPORT OF THE CLERK OF COUNCIL

Richland's International Flavors on Decker – Ms. Finch stated Richland's International Flavors on Decker will be held November 13th; Parade—9 a.m. and Festival—10 a.m.-6 p.m.

REPORT OF THE CHAIRMAN

No report was given.

PRESENTATION

Farm City Proclamation – Ms. Hutchinson presented Mary Jane Henderson with a proclamation in honor of Farm City Week.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; "Institutional, Educational, and Civic Uses" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [SECOND READING]**
- **Construction Services Phase II Security Enhancements Jim Hamilton LB Owens Airport**
- **Professional Services Work Authorization Jim Hamilton LB Owens Airport**
- **Brown Conservation Easement Donation**
- **Hopkins Conservation Easement Donation**
- **Mullis Conservation Easement Donation**
- **Nicholson Conservation Donation**
- **Troutman-Ganus Conservation Easement Donation**
- **Budget Transfer from Decker Blvd. S&B to Booker Heights Infrastructure**
- **EMS/MC Billing and Collecting Fee—EMS Patients**
- **Hospitality Tax—Round Two Funding Recommendations**

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

THIRD READING

An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic – Mr. Washington moved, seconded by Mr. Jackson, to approve this item. The vote was in favor.

FIRST READING

A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library – Ms. Hutchinson moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Purchase/Sale of Wetlands around Carolina Bay/Mistletoe Bay (Conservation Banking) – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the committee's recommendation and to forward this item to the 2011 Council Retreat. The vote in favor was unanimous.

Quit Claim, portions of Lake Dogwood Circle – Ms. Dickerson moved, seconded by Ms. Hutchinson, to defer this item to the November 16th Council meeting. The vote in favor was unanimous.

Animal Care Ordinance Amendments – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item to the November 16th Council meeting. The vote in favor was unanimous.

Quit Claim, Laurelwood Lane and Campbell Road – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item to the November 16th Council meeting. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

HUD approved FY10-11 Annual Action Plan – Mr. Malinowski moved, seconded by Mr. Washington, to approve this item. A discussion took place.

The vote in favor was unanimous.

Motion to hire outside Counsel for Redistricting – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the committee's recommendation. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT

Project Steel – Mr. Pearce stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

a. **Financial System access for Council Members [WASHINGTON]** – Mr. Malinowski stated that the committee recommended approval of this item. The vote was in favor.

b. **To Change Section 18-1 to eliminate the underlined and italicized wording show below:**

(b) Within three hundred yards of the property boundaries of any dwelling business, or subdivision. It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging firearms on another person's property with the landowner's express permission. [MALINOWSKI] – Mr. Malinowski stated that the committee recommended First Reading approval of the amended ordinance. The vote in favor was unanimous.

c. **Any changes made in any way to an item coming to council from a committee of previous council meeting, to include consent items, must not be placed on the consent agenda in order to make council aware the item is not exactly the same** [MALINOWSKI] – Mr. Malinowski stated that the committee recommended approval of this item. The vote in favor was unanimous.

d. **Council will schedule at a minimum Quarterly ½ Day Work Sessions to coincide with the receipt of the 50 plus page**

Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports [MANNING] – Mr. Malinowski stated that this item was held in committee and the committee requested that Mr. Manning attend the next Rules & Appointments meeting.

- e. **When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to posting the public announcement of the vacancy** – Mr. Malinowski stated that the committee recommended approval of this item. The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission Lynn C. McGarey as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

**CITIZEN'S INPUT
(Must Pertain to Items Not on the Agenda)**

Rev. Payton Wooldredge spoke regarding the bus service.

Mr. Jim Manning spoke regarding Decker Boulevard lighting needs.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:55 p.m. and came out at approximately 7:36 p.m.
=====

- a. **Morales vs. Richland County** – Ms. Kennedy moved, seconded by Ms. Dickerson, to authorize the settlement of the claim as directed in Executive Session. The vote in favor was unanimous.
- b. **DHEC** – The DHEC Consent Orders were unanimously accepted.

MOTION PERIOD

A motion to amend the ordinance on church signs in rural communities to prevent rezoning [JACKSON] – This item was referred to the D&S Committee.

Staff will create an ordinance stating: 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 [MALINOWSKI] – This item was referred to the D&S Committee.

I make a motion that Richland County Utilities Department be required to provide a spending and income general ledger monthly to D&S Committee members for review and that they provide quarterly reports in person to the D&S Committee to show where they stand fiscally for the year [MALINOWSKI] – This item was referred to the A&F Committee.

Based on the new sewer planned for the Lower Richland County area and the possibility of assistance being provided to Low/Middle Income households (LMIH) I move that staff create an ordinance that sets forth criteria for qualification to receive assistance and that it will apply equally to all LMIH throughout Richland County – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 7:44 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Lease/Sale of County Property

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. Ric Luber, Midlands Authority for Conventions, Sports and Tourism

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation
- b. An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation **[THIRD READING] [PAGES 20-23]**

Notes

September 28, 2010 - The committee recommended that Council approve a budget amendment for the Renaissance Foundation from Hospitality Tax Fund Balance in the amount of \$100,000. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Hospitality Tax Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment for the Renaissance Foundation from Hospitality Tax fund balance in the amount of \$100,000.

B. Background / Discussion

During the FY11 budget process, the Renaissance Foundation was approved to receive \$100,000 from Hospitality Tax funds. This budget amendment appropriates an additional \$100,000 to the Renaissance Foundation per the motion made at the June 16, 2009 Council meeting.

C. Financial Impact

This budget amendment would reduce Hospitality Tax fund balance by \$100,000 unless another funding source is identified.

D. Alternatives

1. Approve the budget amendment appropriating an additional \$100,000 of Hospitality Tax funds to the Renaissance Foundation.
2. Do not approve the budget amendment appropriating an additional \$100,000 of Hospitality Tax funds to the Renaissance Foundation.

E. Recommendation

It is recommended that Council approve \$100,000 for the Renaissance Foundation with the funding source being Hospitality Tax fund balance.

Recommended by: _____ Department: Administration Date: 08/01/2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 8/17/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 8/17/2010

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/8/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is consistent with the action taken by the Council during the adoption of the FY 11 budget.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 HOSPITALITY
TAX ANNUAL BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX
UNDESIGNATED FUND BALANCE TO THE RENAISSANCE FOUNDATION.

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 one hundred thousand (\$100,000) be appropriated to the Renaissance Foundation. Therefore, the Fiscal Year 2010-2011 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 4,071,612
Appropriation of Hospitality Tax undesignated fund balance	<u>100,000</u>
Total General Fund Revenue as Amended:	\$ 4,171,612

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 4,071,612
Increase to Lump Sum Appropriation:	<u>100,000</u>
Total General Fund Expenditures as Amended:	\$ 4,171,612

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

Item# 7

Attachment number 1
Page 3 of 4

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 Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment **[THIRD READING] [PAGES 25-26]**

Notes

September 28, 2010 - The committee recommended that Council approve a budget amendment to the Board of Voter Registration Department budget for \$37,741 to cover part-time employment for the November 2, 2010 General Election. The vote in favor was unanimous.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$37,741 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO VOTER REGISTRATION FOR ADDITIONAL FUNDING OF PART-TIME EMPLOYMENT.

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 thirty seven thousand seven hundred forty one dollars (\$37,741) be appropriated to FY 2010-2011 Voter Registration. Therefore, the Fiscal Year 2010-2011 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 137,182,595
Appropriation of General Fund undesignated fund balance	<u>37,741</u>
Total General Fund Revenue as Amended:	\$ 137,220,336

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 137,182,595
Increase to Voter Registration- Part-Time Employment	<u>37,741</u>
Total General Fund Expenditures as Amended:	\$ 137,220,336

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 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; "Institutional, Educational, and Civic Uses" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [**THIRD READING**] [**PAGES 28-32**]

Notes

First Reading: October 26, 2010
Second Reading:
Third Reading:
Public Hearing: October 26, 2010

DRAFT

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; “INSTITUTIONAL, EDUCATIONAL, AND CIVIC USES” OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SO AS TO PERMIT CEMETERIES AND MAUSOLEUMS IN THE RU RURAL DISTRICT, WITH SPECIAL REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Institutional, Educational, and Civic Uses” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

DRAFT

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Institutional, Educational and Civic Uses</u>																	
Ambulance Services, Emergency		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ambulance Services, Transport											P		P	P	P	P	
Animal Shelters														SR	SR	SR	
Auditoriums, Coliseums, Stadiums											P			P	P	P	
Bus Shelters/Bus Benches	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Cemeteries, Mausoleums		SR									SR	SR	SR	SR	SR	SR	SR
Colleges and Universities											P		P	P			
Community Food Services											P	P	P	P	P	P	
Correctional Institutions		SE													P	SE	SE
Courts											P	P	P	P			
Day Care, Adult, Home Occupation (5 or Fewer)		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR			SR			
Day Care Centers, Adult		SR									SR	SR	SR	SR	SR		
Day Care, Child, Family Day Care, Home Occupation (5 or Fewer)		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR			SR			
Day Care, Child, Licensed Center		SR									SR	SR	SR	SR	SR		
Fire Stations		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Government Offices											P	P	P	P	P	P	
Hospitals											P		P	P			
Individual and Family Services, Not Otherwise Listed											P	P	P	P	P		
Libraries		SR	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	P		
Museums and Galleries											P	P	P	P	P		
Nursing and Convalescent Homes		SE	SE						P	P	P	P	P	P			
Orphanages		SE	SE						SE	SE	P	P	P				
Places of Worship		SR	SR	SE	SE	SE	SE	SE	SR	SR	P	P	SR	P	P	P	P
Police Stations, Neighborhood		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Post Offices											P	P	P	P	P	P	P

DRAFT

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Postal Service Processing & Distribution														P	P	P	
Schools, Administrative Facilities											P	P	P	P	P	P	
Schools, Business, Computer and Management Training											P	P	P	P	P	P	
Schools, Fine Arts Instruction											P	P	P	P	P	P	
Schools, Junior Colleges											P	P	P	P	P	P	
Schools, Including Public and Private, Having a Curriculum Similar to Those Given in Public Schools)		SR	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P			
Schools, Technical and Trade (Except Truck Driving)											P	P	P	P	P	P	
Schools, Truck Driving														P	P	P	P
Zoos and Botanical Gardens		SE									SE		SE	SR	SR		

DRAFT

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b) Permitted uses with special requirements listed by zoning district; Paragraph (16) Cemeteries and Mausoleums; is hereby amended to read as follows:

(16) Cemeteries and Mausoleums - (RU, OI, NC, RC, GC, M-1, LI, HI)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c) Standards; Paragraph (16) Cemeteries and Mausoleums; ~~Subparagraph a~~; is hereby amended to read as follows:

(16) *Cemeteries and mausoleums.*

- a. Use districts: Rural; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 and LI Light Industrial; Heavy Industrial.
- b. A minimum of three (3) contiguous acres shall be required to establish a cemetery or a mausoleum not located on the same tract of land as a place of worship.
- c. Primary access to the facility shall be from a local collector or thoroughfare road.

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

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

SECTION VI. Effective Date. This ordinance shall be 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

Item# 9

Attachment number 1
Page 4 of 5

DRAFT

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 26, 2010
First Reading: October 26, 2010
Second Reading: November 9, 2010 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library **[SECOND READING] [PAGES 34-35]**

Notes

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

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

A BUDGET AMENDMENT TO ADJUST THE BUDGETS FOR RICHLAND COUNTY SCHOOL DISTRICT ONE AND RICHLAND COUNTY PUBLIC LIBRARY.

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 \$179,602,759 be appropriated to the Fiscal Year 2010-2011 budget for School District One and \$19,849,493 be appropriated to the Fiscal Year 2010-2011 budget for Richland County Public Library.

Therefore, the budget is hereby amended as follows:

SCHOOL DISTRICT ONE

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Appropriation of Revenue:	<u>2,153,620.00</u>
Total School District One Revenue as Amended:	\$ 179,602,759.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Increase to School District One Budget:	<u>2,153,620.00</u>
Total School District One Expenditures as Amended:	\$ 179,602,759.00

RICHLAND COUNTY PUBLIC LIBRARY

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Appropriation of Revenue:	<u>32,493.00</u>
Total Richland County Public Library Revenue as Amended:	\$ 19,849,493.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Increase to Richland County Public Library:	<u>32,493.00</u>
Total Richland County Public Library Expenditures as Amended:	\$ 19,849,493.00

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 Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Owen Steel Company, Inc., pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 **[SECOND READING] [PAGES 37-68]**

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

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND OWEN STEEL COMPANY, INC., PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; 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, Owen Steel Company, 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 manufacturing 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 \$5,000,000 and the creation of at least thirty new, full-time jobs 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 (“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. 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 \$5,000,000 and the creation of at least thirty new, full-time jobs 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

_____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 9, 2010
Second Reading: November 16, 2010
Public Hearing: December 7, 2010
Third Reading: December 7, 2010

EXHIBIT A
[FORM OF]
FEE AGREEMENT

EXHIBIT B
COUNTY REPORTING REQUIREMENTS

Annually, for seven years beginning with the property tax year in which this Fee Agreement takes effect, the Company shall submit the following information to the Richland County Finance Director:

- a. Company's Name;
- b. Cumulative capital investment to date as a result of the Project;
- c. Richland County taxes or Fee-In-Lieu payments to date;
- d. Cumulative number of new jobs created to date as a result of the Project; and
- e. New employees hired for reporting year by residential zip code.

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

OWEN STEEL COMPANY, INC.

Effective as of December [], 2010

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OWEN STEEL COMPANY, INC.
AND
RICHLAND COUNTY, SOUTH CAROLINA
[please update]**

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FEE AGREEMENT

OWEN STEEL COMPANY, INC.

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and OWEN STEEL COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"). The County and the Company are sometimes jointly referred to in this Fee Agreement as the "parties," or severally referred to 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 (the "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 (the "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*” means the last day of the property tax year during which the Project or a portion of the Project is placed in service, as defined in the Act, except that this date must not be later than the last day of the property tax year that which is three years from the year in which the Company and the County entered into this Fee Agreement.

“*Company*” means Owen Steel Company, 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, 2015, 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 five (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(s) 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 [MCIP] and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

3.5. Minimum Investment and Minimum Jobs Commitment

Before the Completion Date, the Company will invest at least Five Million Dollars (\$5,000,000) in taxable property constituting part of the Project (the "Minimum Investment Threshold") and create at least thirty (30) full-time jobs at the Project (the "Minimum Jobs 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 (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (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 thirty (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 twenty (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 eight percent (8%), (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 (the “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 and the Minimum Jobs 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 ninety (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 steel products 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 sixty (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 (currently, 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 thirty (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 thirty (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 thirty (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 ninety (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 ninety (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 ninety (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 thirty (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

ninety (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 two (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
P.O. Box 192
Columbia, South Carolina 29202
Attention: County Administrator
Telephone: (803) 576-2054
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein 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:

Owen Steel Company, Inc.
727 Mauney Drive
Columbia, SC 29201
Attention: David Zalesne
Telephone: (803) 251-7680
Facsimile: (803) _____

With a Copy to:

McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Attention: Erik P. Doerring
Telephone: (803) 799-9800
Facsimile: (803) 753-3277

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 COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2009

Michielle R. Cannon-Finch
Clerk of Council

OWEN STEEL COMPANY, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
COUNTY REPORTING REQUIREMENTS

Annually, for seven years beginning with the property tax year in which this Fee Agreement takes effect, the Company shall submit the following information to the Richland County Finance Director:

- a. Company's Name;
- b. Cumulative capital investment to date as a result of the Project;
- c. Richland County taxes or Fee-In-Lieu payments to date;
- d. Cumulative number of new jobs created to date as a result of the Project; and
- e. New employees hired for reporting year by residential zip code.

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.

**A RESOLUTION
(RICHLAND COUNTY)**

IDENTIFYING A CERTAIN ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED AND CONSTRUCTED IN RICHLAND COUNTY, SOUTH CAROLINA BY OWEN STEEL COMPANY, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AND AUTHORIZING A FEE AGREEMENT BY AND BETWEEN OWEN STEEL COMPANY, INC. AND RICHLAND COUNTY, SOUTH CAROLINA WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL PROVIDE CERTAIN ECONOMIC DEVELOPMENT INCENTIVES TO OWEN STEEL COMPANY, INC. TO INDUCE OWEN STEEL COMPANY, INC. TO EXPAND ITS EXISTING MANUFACTURING FACILITY LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina, 1976, as amended, (the "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 (the "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 (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State 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); and

WHEREAS, Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), desires to expand its existing manufacturing facility located within the County (the "Facility") including but not limited 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 (the "Project"); and

WHEREAS, based on the information provided by the Company, the County has determined that the Project would directly and substantially benefit the general public welfare of the County by providing the creation of jobs and employment, the increase of ad valorem tax base,

service, employment, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council, having heard the particulars of the Project, wishes 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 (the “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 (the “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 and the Fee Agreement attached hereto, the content, terms, and provisions of which are hereby incorporated by reference herein as fully as set forth verbatim, 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 in meeting duly assembled this ____ day of _____ 2010.

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

By: _____
Michielle Cannon-Finch, Clerk to County
Council of Richland County,
South Carolina

Richland County Council Request of Action

Subject

To amend the ordinance dealing with Loitering [**PAGES 70-73**]

Notes

May 25, 2010: The committee recommended that Council approve the ordinance as amended to include as part of one of the included definitions of loitering the words "and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use." The vote in favor was unanimous.

First Reading: June 1, 2010
Second Reading: June 15, 2010
Third Reading:
Public Hearing:

Richland County Council Request for Action

Subject: To amend the ordinance dealing with Loitering

A. Purpose

This request is, per Mr. Malinowski's motion, to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering.

B. Background / Discussion

During the Motion Period of the April 6, 2010, County Council meeting, Mr. Malinowski made a motion to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering. The motion was to include as part of one of the included definitions of loitering the words "and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use."

C. Financial Impact

No known financial impact.

D. Alternatives

1. Adopt an ordinance amending section 18-2.
2. Do not adopt the ordinance.

E. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean Department: Legal Date: 4/14/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 4/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated this is a policy decision for Council with no known financial impact

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval: This is a policy decision within the discretion of Council. However, since enforcement of the ordinance is within the purview of the Sheriff's Dept. Council may want to seek their input.

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: J. Milton Pope

Date: 4-14-10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion...however I forwarded the motion to the Sheriff and he did not have any objections to the motion.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY**

ORDINANCE NO. _____-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-2, LOITERING; SO AS TO ADD ADDITIONAL LANGUAGE TO THE DEFINITION.

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 18, Offenses; Section 18-2 (a); is hereby amended to read as follows:

Sec. 18-2. Loitering.

(a) *Definitions.* As used in this section, "loitering" shall mean remaining idle in essentially one (1) location, spending time idly, loafing or walking around aimlessly in a public place in such manner as to:

- (1) Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;
- (2) Create or cause to be created a danger of a breach of the peace;
- (3) Obstruct or hinder the free passage of vehicles or pedestrians;
- (4) Obstruct or interfere with any person lawfully in any public place;
- (5) Engage in begging;
- (6) Engage in gambling;
- (7) Engage in prostitution;
- (8) Solicit or engage in any business, trade or commercial transaction unless specifically authorized or licensed to do so;
- (9) Unlawfully use or possess an unlawful drug and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use;
- (10) Unlawfully use or possess alcoholic beverages, beer or wine.

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
_____.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

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 18, Offenses; Section 18-1, Discharge of Firearms in Certain Areas Unlawful; so as to clarify when firearms discharge is allowed [**PAGES 75-76**]

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-1, DISCHARGE OF FIREARMS IN CERTAIN AREAS UNLAWFUL; SO AS TO CLARIFY WHEN FIREARMS DISCHARGE IS ALLOWED.

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 18, Offenses; Section 18-1 (b) is hereby amended to read as follows:

Section 18-1. Discharge of firearms in certain areas unlawful.

(b) Within three hundred yards of the property boundaries of any dwelling, business, or subdivision. It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. This subsection also shall not apply to ~~hunting~~ ~~or~~ other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to existing firearms ranges, lawful events or persons ~~hunting or~~ otherwise lawfully discharging firearms on another person's property with the landowner's express permission.

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

Item# 13

Attachment number 1
Page 1 of 2

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: November 9, 2010
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 5, Animals and Fowl, so as to specify authority of officer, conditions of impoundment and redemption of animals, and make clarifications pertaining to owner responsibilities [**FIRST READING**] [**PAGES 78-83**]

Notes

October 26, 2010 - The committee voted to forward this item to Council without a recommendation.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 5, ANIMALS AND FOWL, SO AS TO SPECIFY AUTHORITY OF OFFICER, CONDITIONS OF IMPOUNDMENT AND REDEMPTION OF ANIMALS, AND MAKE CLARIFICATION PERTAINING TO OWNER RESPONSIBILITIES.

WHEREAS, the County and City have co-located Animal Services in one facility for the efficiency of operations and to provide streamlined customer service that will expedite the redemption of lost pets and increase adoptions.

WHEREAS, through intergovernmental agreement between the County and City, the City's policies and ordinances will apply to operations of the animal shelter.

WHEREAS, in order to protect the health, safety and welfare of employees, persons and other animals, Council believes that it is in the best interest of all involved to amend the current County ordinances in Chapter 5 of the Richland County Code of Ordinances.

WHEREAS, Council wishes to ensure health, safety and welfare of animals in the County by requiring citizens to provide adequate shelter as defined in Chapter 5, or the County ordinance.

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

SECTION I. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-1, Definitions; is hereby amended to read as follows:

Sec. 5-1. Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandon shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

Abuse shall mean the act of any person who deprives any pet of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any pet, or causes these things to be done.

Animal shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

Animal care officer shall mean any person employed by the county to enforce the animal care program.

~~*Animal shelter*~~ *Animal care facility* shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this chapter.

At large shall mean a pet running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device.

Nuisance shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.

Pet shall mean a domestic dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for entry and exit and a dry floor so as to protect the pet from the elements of weather.

Under restraint shall mean a pet that is on the premises of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or a pet that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

SECTION II. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

Sec. 5-3. Exemptions from differential licensing.

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet but will pay only a fee of four dollars (\$4.00) for each license and will not be required to have the pet spayed/neutered:

- (1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;
- (2) Any owner of one or more purebred pets who can furnish proof of participation in nationally recognized conformation or performance events; ~~or~~

~~(3) Any owner of a dog that is currently being used for hunting purposes and is properly registered with the South Carolina Wildlife Department the South Carolina Department of Natural Resources and whose owner has a valid South Carolina hunting license.~~

(b) Any individual who is handicapped and who owns a dog which is used for seeing, hearing, or other such assistance purposes shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county animal care department shall obtain the name and address of each party to whom a license and tag have been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.

SECTION III. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

Sec. 5-5. Running at large – restraint.

(a) All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, or lure courses shall not be considered "at large."

(c) If an animal care officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal onto private property; provided, however, that the officer shall not pursue the animal into a fenced yard or private dwelling. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint.

SECTION IV. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-7, Injured or diseased pets; is hereby amended to read as follows:

Sec. 5-7. Injured or diseased pets.

Anyone striking a pet with a motor vehicle or bicycle shall notify the county animal care department who will then take action necessary to make proper disposition of the pet. Any pet received by the animal shelter care facility in critical condition from wounds, injuries, or disease ~~may receive sustaining treatment by a licensed veterinarian until such time as the owner of the pet is contacted. Any such pet in critical condition, as described in this section,~~ may be humanely destroyed if the owner cannot be contacted within five two (5 2) hours. If the pet is in severe pain it may be destroyed immediately.

SECTION V. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-13, Impounding; is hereby amended to read as follows:

Sec. 5-13. Impounding.

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer gun. The animal care ~~department facility~~ may, thereafter, make available for adoption or humanely destroy impounded animals not redeemed within five (5) days. Animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county animal care department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal shelter.

(c) The county may transfer title of all animals held at its animal shelter after the legal detention period has expired and its owner has not claimed the animal.

~~(d) Immediately after impounding a pet that is wearing a rabies tag, a county license tag, or another identification tag, or a pet that has an implanted identification microchip or an obvious identification tattoo, a reasonable effort will be made to locate the owner and to inform him or her of the circumstances under which he or she may regain custody of the pet impounded by the county reflecting its disposition.~~

A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license or tag or rabies vaccination tag pursuant to section 5-2; or a traceable registration number, tattoo or microchip pursuant to S.C. Code Ann. 47-3-510 (Supp. 1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by regular mail and registered mail that the animal has been impounded. The owner has 14 days from the date of mailing to contact the shelter for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees or other charges. If the owner does not make contact within 14 days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care department. For animals impounded at the City of Columbia Animal Shelter, the superintendent of animal services shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S.C. Code Ann. 47-3-540 (Supp. 1999). Notwithstanding the above, animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(e) Any animal found "at large" may be impounded by the animal care officer and may not be redeemed by its owner unless such redemption is authorized by the county animal care department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal surrendered to the animal shelter may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

SECTION VI. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-14, Redemption; is hereby amended to read as follows:

Sec. 5-14. Redemption.

(a) The owner or keeper of any pet that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet at any time within five (5) days upon payment of a fee as follows:

- (1) For a pet that has been properly inoculated, licensed, microchipped, and neutered or spayed, the fee shall be \$10.00.
- (2) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, ~~the cost of microchipping the pet a \$20.00 microchipping fee~~, and the cost of spaying or neutering the pet. No fertile pet shall be redeemed or adopted unless one of the criteria under the exceptions provisions in subsections 5-3 (a) (1) – (2) has been met. No pet will be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 5-3 (a) (1) - (2) when the animal has been impounded a second time for any violation of sections 5-4; 5-5; 5-6; 5-8; 5-9; 5-10; 5-11; 5-12 or 5-13.

(b) In addition to the redemption fee, an impound fee of \$20.00 and a board fee of ~~seven~~ six dollars (\$~~76~~.00) per day per pet shall be paid by the owner or keeper when a pet is redeemed.

(c) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

SECTION VII. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-15, Adoption; is hereby amended to read as follows:

Sec. 5-15. Adoption.

(a) Any animal impounded under the provisions of this chapter may at the end of the legal detention period be adopted provided the new owner will agree to comply with the provisions contained herein.

~~(b) All adult pets adopted from the animal shelter shall be spayed or neutered, and inoculated against rabies.~~ Any adult pet surrendered to the shelter may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given

an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) Fees for the adopted pets will be the same as those established for the redemption of impounded pets, together with a reasonable fee for microchipping.

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

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

SECTION X. Effective Date. This ordinance shall be effective from and after _____.

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 Authorizing Quit-Claim Deed to the Palmetto Trust for Historic Preservation for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County [**FIRST READING**] [**PAGES 85-89**]

Notes

October 26, 2010 - The committee voted to forward this item to Council without a recommendation. The vote in favor was unanimous.

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

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

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO THE PALMETTO TRUST FOR HISTORIC PRESERVATION FOR A PORTION OF CERTAIN TRACTS OF UNIMPROVED LAND NOW OR FORMERLY KNOWN AS LAURELWOOD LANE AND CAMPBELL ROAD, RICHLAND COUNTY.

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

SECTION I. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a portion of certain tracts of unimproved land now or formerly known as Laurelwood Lane and Campbell Road, Richland County, to “The Palmetto Trust for Historic Preservation”, as specifically described in the attached quit claim deed and plat, which is incorporated herein as Exhibit A.

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

SECTION III. Conflicting Ordinances. 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 _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

First Reading: November 16, 2010 (tentative)
Second Reading:
Public Hearing:
Third reading:

Exhibit A

THIS SPACE LEFT BLANK FOR RECORDING PURPOSE

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF RICHLAND)

THIS QUIT-CLAIM DEED, executed this ___ day of ___, 20__ by Richland County, (hereinafter "Grantor"), to THE PALMETTO TRUST FOR HISTORIC PRESERVATION, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Campbell Road and Laurelwood Lane on a plat known as Boundary Survey & Plat, prepared for The Palmetto Trust for Historic Preservation, dated May 12, 2010, and recorded in the ROD of Richland County in Plat Book R1611 at Page 692. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less

Derivation: This being a portion of that track deeded to Richland County by Quail Creek II General Partners on September 28, 1987 and recorded in the ROD of Richland County in Deed Book D0859 at Page 0972.

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the remises before mentioned unto the said Grantee, their heirs, successors and assigns forever so that neither the said Grantors nor their heirs successors, or assigns nor any other person or persons, claiming under their heirs, successors, or assigns, predecessors, or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my hands and seals this _____ day of _____, 20_____

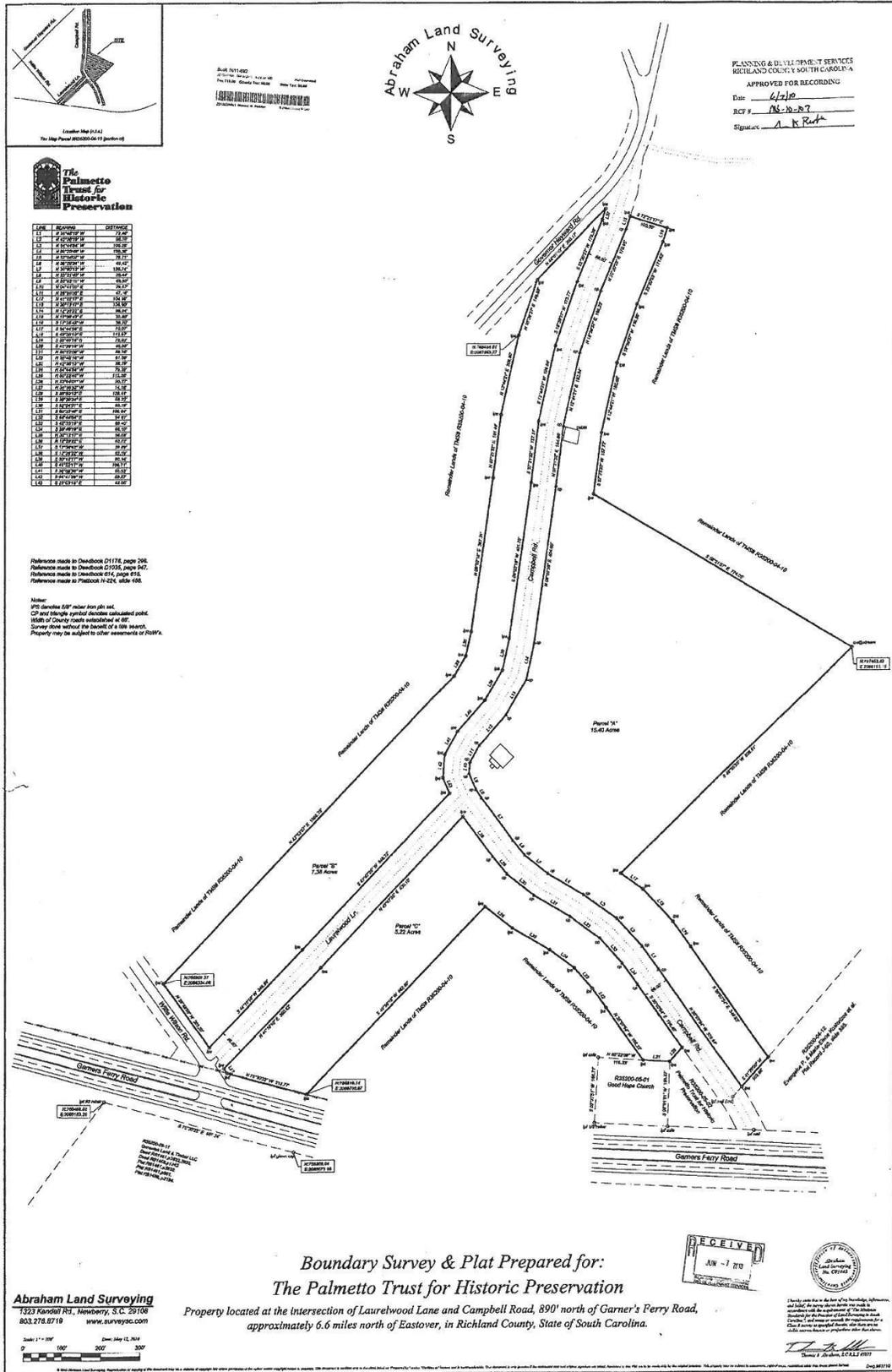
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Exhibit A, continued



Richland County Council Request of Action

Subject

An Ordinance Authorizing Quit-Claim Deed to Jack A. Bryant for a portion of the right of way for an unimproved section of Lake Dogwood Circle, Richland County **[FIRST READING] [PAGES 91-92]**

Notes

October 26, 2010 - The committee recommended that Council approve the quit claim but require compensation from the individual requesting the quit claim. The vote in favor was unanimous.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO JACK A. BRYANT FOR A PORTION OF THE RIGHT OF WAY FOR AN UNIMPROVED SECTION OF LAKE DOGWOOD CIRCLE, RICHLAND COUNTY.

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

SECTION I. For and in consideration of the sum of \$____.00, the County of Richland and its employees and agents are hereby authorized to grant a quit-claim deed for a portion of the right of way for an unimproved section of Lake Dogwood Circle from the northeast corner of TMS# R35881-04-05 to the spillway for Murray Pond located on TMS# R35481-03-01, Richland County, to Jack A. Bryant, as specifically described in the attached quit claim deed, which is incorporated herein.

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

SECTION III. Conflicting Ordinances. 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 _____ 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: November 16, 2010 (tentative)
Second Reading:
Public Hearing:
Third reading:

Richland County Council Request of Action

Subject

Annual Richland County Economic Development Ambassador Nomination **[PAGE 94-97]**

August 12, 2010

Mr. Mike Briggs
President & CEO
Central SC Alliance
1201 Main Street
Columbia, SC 29201

Dear Mike,

The South Carolina Department of Commerce will host the 20th Annual Industry Appreciation Week January 24-28, 2011. Industry Appreciation Week is an opportunity to say “thank you” to area companies and individuals for their many contributions to our communities, as well as a chance to build awareness among the citizens of South Carolina that existing business is a fundamental driver of both the state and local economy.

One of the key components of Industry Appreciation Week is the Annual Ambassadors for Economic Development Awards Ceremony which will be held on Tuesday, January 25. At this time, we would like to note that county nominations are due by the end of October. We look forward to receiving a nomination from your county and recognizing that individual as part of this highly respected group of South Carolina businessmen and women.

In addition to the events sponsored by the Department of Commerce, there will be a variety of other events hosted by other business and economic development partners. Further details on these events will follow.

We hope to see your delegation at this year’s Industry Appreciation Week events and look forward to honoring both individuals and industry groups in South Carolina. Please forward your county nomination to Ted Campbell at TCampbell@SCcommerce.com by the end of October. If you have any questions or would like additional information about the week’s events, please contact Ashley Foster at AFoster@SCcommerce.com or (803) 737-0524.

Sincerely,

Charles A. Bundy, Jr. CEcD
Manager, Business Services

enclosure

Item# 17

Attachment number 1
Page 1 of 4

**AMBASSADORS FOR ECONOMIC DEVELOPMENT
2010 NOMINATION GUIDELINES**

Nomination Criteria *(Please read carefully)*

Nominees should originate from the field of private sector executives who have made exceptional contributions to community and state development during 2010. Nominees should have participated in one or more of the following activities during the year:

1. Met with prospects to share positive information about South Carolina in an effort to sell a location in the state, including the recruitment and support of high-tech and international companies;
2. Encouraged decision makers within their corporation to make capital investments at an existing South Carolina site;
3. Assisted with the planning or implementation of infrastructure critical to economic development such as education, health care, water, sewer or other infrastructure;
4. Assisted South Carolina's economic development efforts through supportive services such as engineering or site location; or,
5. Encouraged international trade, promoting South Carolina products globally.

Important Note:

The economic development community includes many exceptional contributors. However, there are those not eligible for the Ambassador award, based on the focus of the award.

- Public sector employees, or other employees who receive their compensation for performing economic development work.
- Elected officials, public university or technical college employees, and government employees.
- Nominees who have previously been selected as an Ambassador.
- Groups or organizations - only one individual will be selected per county.
- If you are unsure whether a nominee might qualify, please call Chuck Bundy at (803)-737-0440 or email Chuck at cbundy@sccommerce.com, or Ted Campbell, (803)-737-2329, tcampbell@sccommerce.com.

Nomination Procedures

Nominations should be submitted by completing the attached Nomination Form and providing a summary of the work done by the nominee and the resulting impact on the county's economic development efforts. Summary text should be no longer than one page. It would also be helpful in the summary information to include the nominee's educational background and civic associations. **Please do not notify the person you are nominating as Ambassador until you have received confirmation that the nomination has been approved by South Carolina Department of Commerce staff.**

The nomination forms should be emailed directly to Ted Campbell at tcampbell@sccommerce.com. Please send electronically.

The Marketing and Communications Division of the Department of Commerce will help publicize the event. Please let us know where you want news stories sent.

Nomination Deadlines and Notification

Nominations are **due by October 28, 2010**. Letters of notification will be sent to nominees and county developers by November 15, 2010. If you have any questions concerning nominations, please call Ted Campbell at 803-737-2329.

Ambassador Nominee for 2010

To Be Completed By The County Economic Development Professional

County:

Local Economic Developer:

Phone:

Nominee Information

Name:

Title:

Company:

Address:

Phone:

Please use this space to provide a brief explanation of how the nominee has contributed to economic development within your county (or attach additional sheet).

Please attach the following:

- 1 As available, general education background, as well as civic associations
- 2 Any supplemental information, e.g. news articles, which you feel would be of interest

Send to:

Ted Campbell

Telephone: 803-737-2329

Email: tcampbell@sccommerce.com

Nominations are due by October 28, 2010. Please send form electronically.

Previous Recipients - Richland County
Philip A. Simmons, Trane Columbia Coil Center - 2009
Mr. Carl T. Hoefel, Jr., General Manager, Southeastern Operations, Bose Corporation - 2008
James Nash, National Bank of South Carolina '07
George Bullwinkel Jr., SCANA Energy Marketing '06
Daniel Ellzey, Fisher & Phillips, LLP
Charles T. Cole, Jr., Central SC Alliance
Dr. Gerhard Schmid, Siemens Deisel Systems Technology LLC
James T. Breznay, S.C. Pipeline Corp.
Ferol B. Vernon, Siemens Diesel Systems Technology LLC
John (Jack) L. Skolds, SCE&G
Joe M. Anderson Jr., Bell South Corp.
Kenneth J. Firtko, Select Comfort S.C.
Walt Hussey, BOSE Corp.
Bob Raines, Whirlpool Corp.
Jack S. Hupp
Donald Jackson, Whirlpool Corp.
Jimmy K. Duncan, FN Manufacturing
Maj. Gen. R. S. Siegfried
Walter Alessandrini, Union Switch & Signal
Bruce D. Kenyon, SCE&G

Richland County Council Request of Action

Subject

Governmental Affairs/Political Representative Services Contract Extension [**PAGE 99**]

Governmental Affairs / Political Representative Services Contract Extension

Per the contract between Richland County and Nelson Mullins for Governmental Affairs / Political Representative Services, the contract can be extended by mutual agreement on a year-to-year basis not to exceed 4 additional years, with approval of County Council.

The excerpt from the contract referencing the extension is included below for your convenience:

9. CONTRACT ADMINISTRATION

The Contracting Officer shall have the authority to act on the behalf of the OWNER to make binding decisions with respect to this Agreement. Questions or problems arising after award of this Agreement shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204.

Contractual engagement and designation shall remain in force for the period base on the requirements of this Agreement. The term of this Agreement will be for one (1) year, equivalent to twelve months or three hundred and sixty five (365) calendar days, with the parties having the right to extend by mutual Agreement, on a year-to-year basis not to exceed four (4) additional years with the approval of the County Council.

Funds for FY 11 services for Nelson Mullins were approved during the FY 11 budget process in the amount of \$65,000 from the Industrial Park account. Therefore, there is no financial impact associated with this request.

It is at this time that staff requests the extension for year #2 (January 1, 2011 – December 31, 2011) with Nelson Mullins, and that this request for approval be forwarded to the November 16, 2010 Council Meeting for consideration.

November 9, 2010 EDC

The Economic Development Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject

Board of Assessment Appeals-1 [Tim Miles, December 18, 2010*]

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals-1 [David Cook, November 20, 2010*]

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1 [Earl Brown, September 11, 2010]

Richland County Council Request of Action

Subject

Lexington/Richland Alcohol Drug and Abuse Council-2 [Chris Brownlee, December 31, 2010; Wendell Price, December 31, 2010]

Richland County Council Request of Action

Subject

Richland Memorial Hospital Board-5 [Virginia Leaman Crocker, December 31, 2010; Roslyn Woodson Frierson, December 31, 2010*; George S. King, Jr., December 31, 2010*; F. Xavier Starks, December 31, 2010*; James E. (Rick) Wheeler, December 31, 2010*]

Richland County Council Request of Action

Subject

Accommodations Tax Committee, Hospitality-2 [No applications have been received for this committee]

Richland County Council Request of Action

Subject

Appearance Commission, Landcaper/Landscape Architect-1 [No applications was received for this commission]

Richland County Council Request of Action

Subject

Building Codes Board of Adjustments and Appeals, Licensed Contractor-1

Richland County Council Request of Action

Subject

Community Relations Council-1 [One application was received from Bethany Human] **[PAGES 109-111]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Bethany Human
Home Address: 3015 Clark St., Columbia, SC 29201
Telephone: (home) 803-447-1702 (work) 803-771-7800 x19
Office Address: 1115 Marion Street, Columbia, SC 29201
Educational Background: B.A. Public Relations, Minor Political Science, University of SC, 2005
Professional Background: Communications Professional in the non-profit sector
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Community Relations Council
Reason for interest: I would like to get involved with the city programs and use my expertise to help Columbia continue to prosper.
Your characteristics/qualifications which would be an asset to Committee/Board/ Commission:
5 years with the Episcopal Diocese working in youth and communications, 4 years on the USC Young Alumni Council, 10 year Columbia resident, (see attached resume)
Presently serve on any County Board/Commission/Committee? No
Any other information you wish to give? I look forward to the opportunity to serve.
Recommended by Council Member(s): _____
Hours willing to commit each month: As many needed to get the job done

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Bellamy L. D. G.
Applicant's Signature

10/27/10
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-5060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

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

Bethany Lynn Human

3015 Clark Street
Columbia, SC 29201
803-447-1702

bethanyhuman@gmail.com

EDUCATION

- B.A. in Public Relations, minor in Political Science
- University of South Carolina, Columbia, SC 2001-2005
- 3.4 average in field of concentration.
- Received university academic scholarship and out-of-state tuition waiver.

RELATED SKILLS

- Desktop publishing, QuarkXPress, Adobe PageMaker and InDesign
- Web Design, Macromedia Dreamweaver, Fireworks, Flash, JOOMLA!
- Proficient in all Microsoft and Mac OS; including MS Office Suite
- Database Management (Filemaker Pro, MS Access, ACS)
- Event coordination and management

SELECTED WORK EXPERIENCE

Episcopal Diocese of Upper SC

Director of Information Technology

07/09 - Present

- Directly responsible for all aspects of the diocesan web site and database
- Responsible for teaching web managers how to use our content management system
- Make purchasing recommendations for the administrative offices
- In charge for all online event registration forms and processes
- Technology coordinator and support for all diocesan-wide events
- Responsible for all diocesan PowerPoint and media presentations

Episcopal Diocese of Upper SC

Assistant for Communications & Youth Ministry

04/05 – 07/09

- Inspire, involve and influence the members of parishes in the diocese
- Foster communication between the Bishop's office and the diocese
- Responsible for layout of award-winning quarterly magazine, *Crosswalk*
- Converted bi-monthly print newsletter, *Missioner News*, into monthly e-newsletter *youthspace.edusc* marketed directly to youth
- Designed layout for bi-weekly diocesan-wide e-newsletter, *e~DUSC*
- In charge of publishing web content and maintaining the diocesan web site
- Responsible for youth event registration, promotion, and organization

Previous Work Experience

- Family Connection of South Carolina, Community Relations Intern, 01/05-05/05
- Enterprise Rent-a-Car, Management Trainee Intern, 05/04 - 10/04
- University Housing, Resident Advisor, 08/02 – 05/04
- Vector Marketing, Inc., Field Sales Leader, 05/02 – 08/02

AWARDS & PUBLICATIONS

Polly Bond Award, Episcopal Communicators

2006, 2007, 2008

LANGUAGES

- American Sign Language (fluent)
- Spanish (basic working knowledge)

Item# 27

Attachment number 1
Page 3 of 3

Richland County Council Request of Action

Subject

Employee Grievance Committee-3 [an application was received from Deborah Jordan, Detention Center*] **[PAGES 113-114]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Deborah Jordan
Home Address: 121 Buckskin Ct. Columbia, SC 29203
Telephone: (home) 803-754-8287 (work) 803-576-3289
Office Address: 201 John Mark Drive, Columbia, SC 29209
Email Address: JordanD@RCgov.us
Educational Background: BA Degree
Professional Background: Victim Services Coordinator
Male [] Female [x] Age: 18-25 [] 26-50 [] Over 50 [x]
Name of Committee in which interested: Grievance Committee
Reason for interest: I have served on the Grievance Committee for the past 3 yrs and still very interested
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am presently the Victim Services Coordinator for A.S.G.D.C. I am a certified Victim Advocate, and presently serving on the committee
Presently serve on any County Committee, Board or Commission? Grievance Committee
Any other information you wish to give?
Recommended by Council Member(s): N/A
Hours willing to commit each month: I have no limit.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Deborah Jordan
Applicant's Signature

11-02-10
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.

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

2

Item# 28

Richland County Council Request of Action

Subject

Internal Audit Committee-2 [No applications was received for this committee]

Richland County Council Request of Action

Subject

Riverbanks Park Commission-1 [One application was received from Llyod S. Liles*] [**PAGES 117-118**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Lloyd S. Liles

Home Address: 101 Cricket Hill Rd. Columbia, SC 29223

Telephone: (home) 803-736-2226 (work) same

Office Address: same as above

Email Address: lliles@sc.rr.com

Educational Background: BS UNC Chapel Hill

Professional Background: former AT&T Executive/ Investments: Hotels, Real Estate
Cemetaries

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

Name of Committee in which interested: Zoo Reappointment

Reason for interest: Longtime interest in animals including visits
to other zoos across the world.

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

Previous executive positions including financial responsibilities

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

Any other information you wish to give? Chair

Recommended by Council Member(s): Val Hutchinson; Jim Manning; Paul

Hours willing to commit each month: Livingston 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 **XXXXXX** _____

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 **XXXXXX** _____

If so, describe: _____

L. L. Liles
Applicant's Signature

7/23/10
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.

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

Item# 30

Richland County Council Request of Action

Subject

Attorney General's Opinion regarding Voter's Registration and the Election Commission [reported out from the joint Rules and Appointmnts and the Legislative Delegation Meeting, November 10, 2010] **[PAGE 120]**

Richland County Council

Rules and Appointments Committee



Meeting Summary Joint Rules & Appointments Committee and Legislative Delegation Meeting November 10, 2010

MEMBERS PRESENT:

Member: Bill Malinowski, Chairman
Member: Valerie Hutchinson

ABSENT: Member Gwendolyn Davis Kennedy

DELEGATION MEMBERS:

Jimmy Bales
Leon Howard
Joe McEachern
Joe Neal
Todd Rutherford
James Smith

ALSO PRESENT: Damon Jeter, Milton Pope, James Brown, Dwight Hanna, Larry Smith, Stephany Snowden, Lillian McBride, Monique Walters

Attorney General's Opinion regarding Voter's Registration and the Election Commission-

Following a discussion from the Rules and Appointments Committee, the Administrator, and members of the Delegation this item was forwarded back to the Rules and Appointments Committee. Rep. Todd Rutherford said this item will be up for discussion at the next Delegation meeting, scheduled for December 9, 2010; and a report will be forwarded to the Rules and Appointments Committee. The Rules Committee will take action on this item once the report is received from the Delegation.

Richland County Council Request of Action

Subject

Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50 plus page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports.

[MANNING]

Richland County Council Request of Action

Subject

A Resolution to appoint and commission Shandon Edwards and Dorris Taylor as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County **[PAGE 123]**

Richland County Council Request of Action

Subject

Medicare Retiree Insurance [**PAGES 125-129**]

Richland County Council Request of Action

Subject: Renewal of Healthcare Insurance for Medicare Retirees

A. Purpose

The purpose of this report is to request the County Council's consideration of a budget amendment in the amount of \$250,000 to fund increases in insurance premium costs for Medicare retirees.

B. Background / Discussion

During the budget adoption process for FY 2011, Administration recommended and the Council approved the renewal of the County's contract with Blue Cross Blue Shield (BCBS) for employee health insurance. The renewal included a 6 percent increase in premiums with a slight reduction in benefits. The plan year runs from October 1 through September 30, and the plan covers active employees and early retirees (those under the age of 65).

Medicare retirees (or those retirees over the age of 65 and eligible for Medicare) are under a separate insurance program called Medicare Advantage offered by BCBS, whose plan year runs from January 1 through December 31. The plan year is dictated by Medicare regulations since the federal government does not provide renewal information for Medicare until September or October of each year, which is well after the County's budget process and even after the beginning of the fiscal year. Therefore, the staff is currently working with BCBS representatives toward renewal, with the new plan year to begin January 1.

Unfortunately, BCBS has indicated that even after revising the current Medicare retiree plan to match the plan changes made to the active employee plan, the renewal rate increase will be approximately 95 percent, which represents about \$250,000 (one half of the fiscal year) in unbudgeted premiums. Staff had budgeted for the same increase for Medicare retirees that was offered for active employees (6 percent). The reasons given by BCBS for the astronomical increase include very high claims in the Medicare retiree group (especially inpatient hospital claims), reduced funding from Medicare, and an impractically low premium rate offered by BCBS for the Medicare retiree group in the prior year.

In order to complete the renewal process and have a new plan in place by January 1, funds must be identified to cover the additional \$250,000 cost. In the future (beyond the upcoming plan year), the staff plans to develop a comprehensive strategic health and wellness plan, bid out health insurance in an effort to achieve better rates, and incorporate changes required by health care reform legislation.

C. Financial Impact

As indicated above, the additional cost resulting from the increase in premiums for the remainder of the fiscal year (January to June) is \$250,000.

D. Alternatives

The following alternatives exist with respect to this request:

1. Approve the proposed insurance plan renewal with BCBS at a six-month additional cost of \$250,000. This will enable the Medicare retiree health plan design to remain comparable to the current employee and early retiree health plan design.
2. Do not approve the plan renewal as proposed and attempt again to negotiate a better rate. It should be noted that negotiations have already occurred with BCBS, and it appears that the only way to reduce the premium increase would be to dramatically reduce benefits for the Medicare retiree group. This would result in a 64 year old retiree having a drastically different health insurance plan once he or she turns 65.
3. Bid out the insurance plan immediately, although given the January 1 deadline to have a new plan in place, time may prohibit this alternative. The only way to bid the plan out now would be to get a short extension on the BCBS plan to allow time for the bid process to run its course.

Furthermore, the RFP process is usually a short term action that at best yields results for a year or maybe two for health care services. Human Resources explored the possibility of getting competitive quotes for Medicare retiree health plans with a consultant. The consultant advised Human Resources that it was very likely the County would achieve only a modest savings at best. It is also possible there might not be a savings because the savings earned by going to RFP could be offset by the expense of the RFP process itself.

Considering the remaining time available, the low probability of significant cost reductions, the County’s claims in the area of Medicare retirees, and the need to provide as much advance notice to Medicare retirees as possible relating to plan and premium changes, Alternative 3 is not recommended.

E. Recommendation

It is recommended that the Council approve the renewal of the BCBS plan for Medicare retirees at an additional cost of \$250,000 for the remainder of FY 2011, with funding to come from the fund balance of the General Fund. It is further recommended that the Council authorize the staff to proceed with plans to bid out all health insurance programs for the following fiscal year. For the future (beyond the upcoming plan year), the staff plans to develop a comprehensive strategic health and wellness plan, bid out health insurance in an effort to achieve better rates, and incorporate changes required by health care reform legislation.

Recommended by: Tony McDonald Department: Administration Date: 11/10/10

F. Reviews

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

Finance

Reviewed by Daniel Driggers:

Date: 11/10/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 11/10/10

Recommend Council denial

Human Resources

Reviewed by: Dwight Hanna

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Legal

Reviewed by: Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Tony McDonald

Recommend Council approval

Comments regarding recommendation:

Date: 11/12/10

Recommend Council denial

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$250,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO NONDEPARTMENTAL FOR ADDITIONAL FUNDING FOR MEDICARE RETIREE INSURANCE.

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 two hundred and fifty thousand dollars (\$250,000) be appropriated to FY 2010-2011 Nondepartmental. Therefore, the Fiscal Year 2010-2011 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 137,328,782
Appropriation of General Fund undesignated fund balance	<u>250,000</u>
Total General Fund Revenue as Amended:	\$ 137,578,782

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 137,328,782
Increase to Nondepartmental Medicare Retiree Insurance	<u>250,000</u>
Total General Fund Expenditures as Amended:	\$ 137,578,782

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

a. I move to request 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 **[HUTCHINSON]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda