

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, DECEMBER 15, 2020

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
December 15, 2020 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Joe Walker

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Special Called Meeting: November 19, 2020 [PAGES 9-13]

b. Special Called Meeting: December 1, 2020 [PAGES 14-20]

c. Special Called Meeting: December 8, 2020 [UNDER
SEPARATE COVER]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE
SESSION ITEMS**

Larry Smith,
County Attorney

7. *After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.*

a. Personnel/Contractual Matter: County Attorney and Procuring of Additional Supporting Staff

b. Pending Litigation/Receipt of Legal Advice: Richland County vs. SC Dept. of Revenue

- c. Pending Litigation/Receipt of Legal Advice: Richland County vs. Program Development Team (PDT)

7. CITIZEN'S INPUT

The Honorable Paul Livingston

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

8. CITIZEN'S INPUT

The Honorable Paul Livingston

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update [PAGES 21-27]
- b. Appointment of Assistant County Administrator [PAGES 28-32]

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley
Interim Clerk to Council

- a. Update on Council Retreat Location

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. 2021 Council Retreat:
 - 1. Livestreaming or Recording [ACTION]

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Paul Livingston

- a. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto

13. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 20-032 MA
Ryan Maltba
RU to GC (.88 acres)
4551 Hard Scrabble Road
TMS# 20300-04-16 [THIRD READING] [PAGES 33-34]
- b. 20-034 MA

Paulette Morin
RU to GC (2.35 acres)
Shop Road and Atlas Road
TMS# R16204-07-06, 08, 09, 10, 11 & 12
[THIRD READING] [PAGES 35-36]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- a. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto [PAGES 37-55]

15. SECOND READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2021 Economic Development Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition [PAGES 56-58]
- b. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition [PAGES 59-61]

The Honorable Bill Malinowski

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

- 1. Richland Library Board of Trustees - 1
 - a. Kimico Myers [PAGES 62-63]
 - b. William P. Stork [PAGES 64-66]
 - c. Melissa Watson Ward [PAGES 67-68]
- 2. Richland Memorial Hospital Board of Trustees - 2
 - 1. Helen B. Woods [PAGES 69-70]
 - 2. Andrew R. (Andy) Tolleson [PAGES 71-72]

The Honorable Jim Manning

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Dirt Road Package K-Contract Award [PAGES 73-76]
- b. Transportation Program Advisory Committee (TPAC) Discussion [PAGES 77-127]

18. REPORT OF THE SEWER AD HOC COMMITTEE

- a.** Eastover Plant Upgrades – Southeast Sewer Project Flow Increase [PAGES 128-131]
- b.** Sewer Service for Albene Park [PAGES 132-207]
- c.** Council Motion: I move to direct the County Administrator to work with staff to develop a modified sewer plan that:
 - ** Corrects the disparity in sewer rates for the new Richland County sewer customers transferred from City of Columbia sewer service in January 2020; and
 - ?
 - ** Assesses and updates the County’s long-term sewer strategy to ensure the sustained health of the system while also preserving fair, consistent rates for all sewer users.This plan should be comprehensive in nature and include a timeline, benchmarks, and a methodology for tracking its success. It should also identify the parties responsible for completing proposed work as well as a robust constituent communication strategy. The plan should move to Council for review and action as soon as possible and no later than Council March 17th meeting (or not more than four (4) weeks from the date of Council’s February 18th meeting). [NEWTON] [UNDER SEPRATE COVER]

The Honorable Paul Livingston

19. OTHER ITEMS

- a.** Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] [PAGE 208]
- b.** Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive [MANNING] [TO TABLE] [PAGES 209-212]
- c.** Move to engage a third party design-build company to begin work on the \$2m SE Richland County multi-purpose facility, as approved by Council in 2018. The

funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November, 2020. [PAGE 213]

- d. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park. [PAGES 214-249]
- e. An Ordinance extending ordinances 17-20HR and 041-20HR, requiring the wearing of face masks to help alleviate the spread of COVID 19 [PAGES 250-252]

20. EXECUTIVE SESSION

Larry Smith,
County Attorney

21. MOTION PERIOD

- a. I move to have staff amend Table 26.V-2 (Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions) of the Richland County Land Development Code to allow the manufacturing of all beverages (alcoholic and non-alcoholic) in the Light Industrial (M-1) and Light Industrial (LI), in addition to the Heavy Industrial (HI) as permitted principal uses.
- b. Move to approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (0816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

The Honorable Paul Livingston

The Honorable Allison Terracio

22. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council

Special Called Meeting

November 19, 2020 - Immediately Following Zoning and Public Hearing
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair, Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Jim Manning, Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Angela Weathersby, Ashiya Myers, Ashley Powell, Bill Davis, Brad Farrar, Clayton Viognier, Pam Davis, Sandra Haynes, Stacey Hamm, John Thompson, Tamar Black, Geo Price, Judy Carter and Dwight Hanna

1. **CALL TO ORDER** – Mr. Paul Livingston called the meeting to order at approximately 7:57 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Newton moved, seconded by Ms. Terracio, to adopt the agenda as published.

In Favor: Malinowski, McBride, Livingston, Terracio, Newton

Abstain: Dickerson, Manning

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

3. **MOTION IN REFERENCE TO BUSINESS LICENSE REVOCTION: SOOJIN, INC d/b/a MY PLACE** – Mr. Livingston stated this meeting is a follow-up to the October 6th meeting regarding Council's motion in reference to My Place. Councilmembers were provided with proposed stipulations, for consideration, from the Sheriff's Department, the Business Service Center, and Ms. McBride and himself. He requested that Ms. McBride, the Business Service Center, Mr. Brown, Legal, the Sheriff's Department and himself to draft a legal agreement to meet the November 30th deadline.

Ms. McBride thanked Mr. Livingston and Major Polis, Chief Cowan, Sheriff Lott, the Business Service Center, community businesses and constituents in the area. Over 3000 citizens are directly involved or within close proximity to My Place. We just left a discussion regarding staff input and communities' input. To be honest, based on the decision that was made many of the leaders in the community felt there was a lack of respect for their neighborhood, particularly this being a black community. They have experienced so much crime, and little faith was given into their consideration of what they felt was needed to ensure the safety of their community. She noted we have worked with the Sheriff's office and we concur with the stipulations they have recommended, through our discussions. There are letters from businesses and communities that are directly involved, or surround, My Place. In addition, she spoke with five different neighborhood presidents,

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and residents within those communities, who have concerns. She hopes Council gives full consideration to the recommendations being made. We had until November 30 to make a decision, but she would personally like to ask that the six month probationary period, based on the October 6th motion we passed, start January 3, 2021. This request is coming from the residents and the neighborhood associations within District 3 that are in close proximity to My Place.

Ms. Terracio stated, in looking over the stipulations, she noticed these were the recommended minimum stipulations. She noted she was curious about the more than minimum stipulations the Sheriff's Department would have suggested.

Major Polis responded, we have looked at all the information that led to the closure of the business. We have determined that anything less than what is on the document provided would not be sufficient to keep people from getting hurt. Obviously, anything more stringent would be helpful. Anything that Council has to offer would be helpful to make the situation better.

Ms. Terracio responded, reading through the stipulations (i.e. "no patron parking at adjacent businesses"), and then reading the letter from the business that stated they put up signs, they towed people, and yet there was still parking. She inquired how they would know if this was happening, or reinforce it, or is it if they get caught letting this happen then that is going to immediately shut them down again.

Mr. Livingston responded he is sure the businesses will let the Sheriff's department know.

Ms. McBride stated, in addition, part of the stipulations is they will be meeting on the 3rd Tuesday of every month, so they will have the opportunity to discuss the concerns and look at how to address them.

Ms. Newton noted all the stipulations seemed reasonable to her. She stated she is not sure how we could request them to enforce "no patron parking at adjacent businesses". She noted she has been at many establishments where people park where they are not supposed to. We are not in charge of them and if they are running the inside of the club, she is not sure it is fair to expect them to stop responsible adults from violating posted no parking signs. She does have a few concerns about that, and if there a way to address the language. Certainly, we want them to tell their patrons not to park there, but she is not sure we can hold them accountable if people do. Her second concern is, if they violate any of these terms their business license would immediately be revoked without a second hearing. She is not sure they need a second hearing; we are asking them to show good faith they are fulfilling the terms of the agreement, but some of these requirements we have on this list are: you will submit paperwork, etc. She believes there needs to be some avenue for a person to say, "Hey, you asked me for this information and you said you didn't get it. I can show you that I got it." There has to be something that allows people to have a reasonable conversation to address a concern before they are automatically shut down. She wants there to be some type of mechanism because sometimes when you're dealing with humans things are imperfect.

Major Polis responded their parking lot will accommodate more than 10-15 cars, and their occupancy for the building itself is a maximum of 65 people. He is not sure how you are going to get 65 people in with 10-15 cars. Their position is the AllSouth does not allow after hours parking. The BP gas station and insurance company have worked with the Sheriff's Department in not allowing My Place patrons to park in their parking lots. They feels like the parking is obviously one of the main contributing factors to what lead to a lot of issues we were having before. It would be fairly simple for the owners of the business to ask their patrons, as they are coming in, or see where the parking.

Ms. Newton responded the club operators are not the people actually driving the vehicles, so to make them responsible for the actions of other people, who are clearly violating those signs, she is not sure how we

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could do that. Because this is a legal agreement we are making, where we are going to shut down somebody's business, the way she read the second list is, if you do not do any of these things, your business is immediately closed. She agreed if they violate the terms it need to be closed, but she does not see where there is any sort of arbiter here. For example, if they feel they closed at 11, and you feel like they did not close at 11, do you automatically shut them down? Do you let them show you their camera footage? She is trying to have some type of mechanism, so there is some sort of recourse so it is not an automatic thing, and they have a way to present their information.

Major Polis responded he understood Ms. Newton's concerns. The Sheriff's Department has always been thoughtful in how they executed some of the things they have done, when working with the bars and nightclubs. The whole point of the monthly meeting is to address issues, so they would have the opportunity to discuss these things with the owners and the managers, prior to taking such an extreme remedy, such as putting a padlock back on the business. The monthly meeting will ensure there are open lines of communication and there is not any misconceptions or miscommunication about what is going on. Therefore, it would not be a surprise if the Sheriff's Department showed up to shut them down, and they would understand what led to the closure. He stated the Sheriff's position is this business should not be open. Therefore, the maximum penalty would be that they remain closed.

Ms. Newton stated she believes in the Sheriff's Department's willingness to work and be reasonable, it is just not written here. If we are creating some sort of legal framework that does not say these are things we are going to be discussing in the monthly meetings, she wants it to reflect more clearly that we are not going to arbitrarily and capriciously permanently shut down a business. She wanted to ensure, not only for this case, but also future cases, that we are setting a precedent. In terms of what we are looking at right now, is this just a framework you are requesting us to approve so you can negotiate it, or are these the terms that are legally binding. Because if we are going to go back and negotiate it, having her concerns heard is frankly enough for her.

Mr. Livingston responded, after the discussion with Council, he wanted to provide feedback to the Sheriff's Department and Legal. He noted we will look back at some of these things and bring back a draft document.

Mr. Manning stated, for clarification, this is a special called meeting, as a follow-up to a previous Council meeting, which indicated we would have such a meeting, regarding My Place a.k.a. Club Blaze at 7720 Claudia Drive. When you are talking about stipulations, the stipulations would be conditions or requirements that is specified as a part of an agreement. When you are talking about "you and Councilwoman McBride", it would be because you are the County Council Chair and Ms. McBride is the District 3 representative.

Mr. Livingston responded in the affirmative.

Ms. McBride noted, given the work that was done, it was her belief these were the recommendations the ad hoc committee was bringing to Council, in terms of the next step. If Council wanted to add something to that, this is the opportunity, but to not to go back and forth. She does not believe anything about this is capricious. We put in the monthly meeting, but should an incident occur prior to those meetings, there would be a discussion with the owner. She noted since the nightclub has been closed there has been less criminal activity in the area and the community is relieved they do not have to deal with it. She is hopeful they will remain closed until January 3, and then the stipulations provided to you can be put in place.

Mr. Malinowski inquired about what was stated, at the previous meeting, regarding an agreement taking place. He thought it was November 30, but now he is hearing January 3, which puts it more than 30 days beyond the original date. If Council has already voted on it, and agreed to November 30, it seems like we are

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not operating in good faith and arbitrarily pushing it back.

Mr. Livingston responded we said we would work to draft an agreement for their consideration by November 30th. We can still have that before November 30th, if we can agree on some of the terms now.

Ms. McBride agreed with Mr. Malinowski that by November 30th we were supposed to come back with a recommendation on how to proceed, which is why she offered January 3rd.

Ms. Newton inquired if there can be additional language around the stipulations she mentioned. In addition, she inquired about what procedurally happens after this meeting.

Mr. Livingston stated, based on comments from Council, we will draft a document and send it out to all the Councilmembers prior to November 30th.

Ms. Newton stated, for clarification, Council will vote on the draft.

Mr. Livingston responded in the affirmative.

Ms. McBride stated she was under the impression we would look at the stipulations, vote on what is being presented, with the understanding that if there were any changes, we would take those changes into consideration and discuss them with Legal, before bringing the document back for final vote.

Mr. Livingston responded in the affirmative.

Ms. McBride moved, second by Ms. Newton, to accept the stipulations provided in Major Polis' letter, as well as the following stipulations from Ms. McBride and Mr. Livingston: (1) Will include causes for revocation stated in the County's business license ordinance; (2) If any violations of the probationary period occur a 2nd hearing is not required; and (3) The 6-month probationary period will start January 3, 2021.), with the understanding that we will take additional Council input, take it to Legal for review, and then bring it back to Council for approval.

Mr. Livingston stated, for clarification, this would address Ms. Newton's questions regarding parking and some sense of appeal.

Ms. McBride responded in the affirmative.

Mr. Malinowski noted that he had not seen the additional stipulations provided by Ms. McBride and Mr. Livingston.

Mr. Livingston read into the record the additional stipulations. He indicated they would still have to abide by the County's current ordinances, as well as the additional stipulations.

Mr. Malinowski stated, based on the Ms. Newton's request, the line about the second hearing would have to be tweaked.

Mr. Livingston responded in the affirmative. He also stated we do not want the company to assume they will automatically get another hearing with Council, if they violate the stipulation.

In Favor: Malinowski, McBride, Livingston, Terracio, Manning, Newton

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Not Present: Dickerson, Walker, Kennedy, Myers

The vote in favor was unanimous.

4. **ADJOURNMENT** – The meeting adjourned at approximately 8:30 PM.

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Richland County Council

Special Called Meeting
December 1, 2020 – 5:00PM
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair, Bill Malinowski, Joyce Dickerson, Allison Terracio, Joe, Walker, Jim Manning, Dalhi Myers, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Angela Weathersby, Ashiya Myers, Ashley Powell, Brad Farrar, Clayton Viognier, Pam Davis, Stacey Hamm, Dwight Hanna, John Thompson, Kyle Holsclaw, Jennifer Wladischkin, Michael Maloney, Jeff Ruble, James Hayes, Larry Smith, Dale Welch, Brian Crooks, Geo Price, Michael Niermeier, Ronaldo Myers, Tommy DeLage, Tariq Hussain, Tamar Black and Judy Carter

1. **CALL TO ORDER** – Mr. Paul Livingston called the meeting to order at approximately : 5:00PM
2. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Mr. Malinowski, to adopt the agenda as published.

In Favor: Malinowski, Dickerson, Terracio, Newton

Not Present: McBride, Walker, Kennedy

Opposed: Manning, Myers

The vote was in favor.

3. **ITEMS FOR ACTION:**

20-035 MA, Tiffany Harrison, M-1 TO HI (202 Acres), Longwood Road, TMS# R16100-02-20, 04, 02(P) & 19(P) [SECOND READING]

Mr. Livingston moved, seconded by Ms. Terracio, to approve this item.

Ms. Myers inquired if there was any updated information on this item. There was discussion as to whether we had worked with the County Attorney for other alternatives to re-zoning the whole of this 200 acres to industrial property in the middle of residential property.

Mr. Livingston responded t to his knowledge there was a meeting, which may have included the attorneys, Mr. Ruble and Mr. Price.

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December 1, 2020**

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Mr. Ruble responded there was a conference call with Mr. Smith, Mr. Ray Jones and Mr. Price to discuss different alternatives.

Mr. Price noted, in terms of this property, it was previously discussed whether there was an alternative to allow HI or to make a text amendment, which would allow the use in the current M-1 zoning designation. That is something that can be done, but he does not know if it would be done prior to a re-zoning of the property. A text amendment is something available to Council, at their discretion.

Ms. Myers inquired, in regard to the text amendment, can you lay out the process to get the text amendment, and distinguish that from the process of getting a re-zoning.

Mr. Price responded, if Council wants to initiate a text amendment, we can proceed with taking it for First Reading by December 15th. Then, Second Reading would occur at the February 23, 2021 Zoning Public Hearing, with Third Reading slated for March 2, 2021.

Ms. Myers stated, in the alternative, we could have done the text amendment in the same way we have done this re-zoning. To the extent that these questions came up a month ago, we could have done the same thing a month ago rather than re-zoning all of us in the middle of this residential property.

Mr. Price responded that was an option available to Council.

Ms. Myers stated, for clarification, and available to the staff who moved to have this property rezoned.

Mr. Price responded the planning staff did not feel the need to initiate a text amendment since it is in compliance with the comprehensive plan, and because of the previous re-zoning that took place in the area.

Mr. Livingston inquired as to when it was realized that M-1 was not sufficient for this particular project. It was his understanding it was not known at the onset.

Mr. Ruble responded he believes it was at the end of October or early November. We have been on a pretty tight timeline. Our understanding was that the text amendment required 30 day public hearing, not the normal 15 days, and that was one of the reasons they were advised to go with a re-zoning instead.

Mr. Price responded when they initially looked at it, they thought it would require 30 days. In reviewing the language, it was determined it would not require the 30 days, and 15 days would be acceptable.

Ms. Myers stated, to the extent that we are having a special called meeting for second reading of this item tonight, we very well could have done the same thing for a text amendment. She noted, with some displeasure, when the first HI zoning was changed in this area, we specifically said at that time that we were making a narrow exception for Miwon, and we were not going to use that narrow exception to convert the whole of that part to HI. This has followed the same pattern. Once we exceed to the request of staff on a narrow question, it then broadens itself out. This is literally the whole of the park that will be HI. She finds it completely objectionable, given what staff promised, when she moved to get the HI zoning done for the Miwon plant, and now the staff is using that to say there is already HI there, so we might as well convert at all. When we specifically discussed that, and said we would not do that.

Ms. Newton stated from her understanding, this company does not want the space to industrial, and they have committed when there is a lesser zoning available they would voluntarily move to that zoning. She inquired if that has been officially memorialized in a binding agreement.

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December 1, 2020**

Mr. Jones responded the language is in the contract, and it is very well set out that they will move back down to M-1, when M-1 is consistent with the use they have.

Ms. Newton stated, her understanding is, if you do a text amendment that changes the zoning classification for every single business across Richland County that currently has that zoning and could potentially open up some things in some areas that we do not want to have. Alternatively, an additional option we have is the creation of a more appropriate zoning district that could be implemented with the Land Development Code this coming year.

Mr. Price responded in the affirmative. Unlike the re-zoning of a parcel, the text amendment would apply to any zoning throughout the County that has that particular zoning and would allow those uses. With the Land Development Rewrite, we are looking at trying to incorporate more uses within the Light Industrial zoning designation, which we feel are more appropriate in the Light Industrial, as opposed to being in the Heavy Industrial, to avoid cases like this.

Ms. Newton stated she understands the new zoning code will be approved by Council, but given the concerns of the residents in this area, and the concerns of the business about this re-zoning, is there anything additional and/or different we need to do to ensure that review, and that classification comes to pass.

Mr. Price responded, as far as the Code Rewrite that is taking place, no. One of the thing they have done as a staff is to work with Mr. Ruble and the Economic Development Department to look at the uses they have envisioned for a number of the industrial parcels the County has and to ensure those uses are included either in the Light Industrial designation or within a new zoning designation.

Ms. Newton responded she was just confirming there was a process by which we can amend the code in a more specific way that is happening next year. Based on the conversation with Mr. Jones, at this point, we have a binding agreement with the company that they will move back down to the lower classification.

Ms. Myers stated, with all due respect, this is her third rodeo with having been promised we would not do something to citizens she represents that we have now in fact done. She appreciates the fact the new code will be adopted in the coming year, although we were meant to adopt it this year. This does not provide an answer to residents who live in an area that has now been rezoned, in large part. She believes the next time this comes before Council, we will not be saying we cannot use that to take the Jushi Plant to HI, because there was an agreement we would not do that. It is not the desired use for this parcel. She believes what will happen is there will be a statement, "Well it is consistent with the current use and other parcels have been rezoned." Something more resilient than a gentleman's agreement with the company needs to be done to provide reassurance to the residents that we will rezone this back down to a substantially lesser zoning as soon as reasonably practical, not when the zoning code comes out. She noted the company did not request this re-zoning; it was Richland County led. What we are trying to do is spur economic development. We can allow this company to do what it needs to do, and back this zoning down, once we have more time. She would like to see something more robust than saying the company must come back and ask for it. The County should take on itself to do something. She inquired about what the options are for them to take responsibility for correcting the zoning at a later date, rather than having company come back.

Mr. Price responded, aside from the agreement you have with your company, Richland County through either the Council, the County Administrator, the Planning Commission or the Planning Director can initiate the rezoning of any parcel within Richland County. The ability for us to take a proactive action of rezoning property would still be available.

**Special Called Meeting
December 1, 2020**

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Ms. Myers inquired, if we can include that Richland County will, at some date certain in the future, come back to rezone this property back down, rather than leaving it to the company's pleasure.

Mr. Livingston stated that was something he was inquiring about including that, and to also make it as soon as practically possible. He requested to amend his motion to include rezoning of the property as soon as practically possible.

Ms. Terracio accepted the amendment.

In Favor: Malinowski, Livingston, Terracio, Walker, Manning, Newton

Opposed: Myers

Abstain: Dickerson

Not Present: McBride, Kennedy

The vote was in favor.

4. **Recommended Stipulations for Soojin, Inc. d/b/a My Place** – Mr. Brown stated, to the extent that he can speak to an action Council requested to be taken. He believes you have in your packet the culmination of information that was shared by Council, as well as the Sheriff's Department, to address the concern about a public nuisance facility, known as My Place. Council agreed to draft probationary conditions to address the concerns related to My Place. In the document you have in your packet, it represents some information for Council to consider to either amend in some way, if necessary. He believes it captures what Council wanted to be included. He noted, since the last Council meeting, there were two specific additions to the language provided in the memo from Councilwoman McBride and the Sheriff's Department. That particular language is, the first line under the probationary conditions where it talks about visible signage noting patron parking for My Place will be installed at the owner's expense. There was concern by members of Council that it would be inappropriate to hold the business responsible for people parking at other facilities, which was beyond their control. This was input to help the business communicate where parking would be appropriate. Also, there was a question about what would happen if there was a concern between the Sheriff's Department finding a violation to have occurred, and the business disagreeing with the violation. You will notice in the document there is language that gives an appeals process through the Business Service Center Appeals Board, which would address if there was a finding in dispute between the business and the Sheriff's Office. With those two changes, everything else pretty much aligns with what was presented to Council.

Mr. Livingston stated we have not filled in the date of the agreement. He inquired about the time we said the probationary period will start.

Mr. Brown responded there was a request made by Councilwoman McBride for the probationary period to begin January 3, 2021, and shall extend for a period of six months.

Mr. Malinowski inquired as to when the agreement was sent out so he can follow along.

Mr. Livingston responded he believes it was November 30th.

Mr. Brown stated the amended version, with the two additions was sent yesterday, but the original document was sent at the last meeting.

**Special Called Meeting
December 1, 2020**

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Ms. Newton thanked staff for the work they have done on incorporating the modifications, based on questions we raised. She stated there is a place in the amendment that specifies the business hours the business is allowed to be open. Her understanding is those hours are based on current COVID regulations, so she did not know if the language needed to be tweaked, if the legal hours for that type of establishment changed to allow them to be open, so this would not have to come back before us, if State law changes regulations on that.

Mr. Brown responded, as these stipulations were a part of the original document, he would ask Major Polis if that time was consistent with COVID regulations. If not we could amend the agreement to address it.

Major Polis stated they believe most of the issues that stem from this location occur after 11:30 PM, and by closing at 11:30 PM it should help keep the incidents of violence to a minimum. Their recommendation is they close at 11:00 PM, and the parking lot is cleared no later than 11:30 PM, regardless of the COVID stipulations.

Ms. Newton inquired as to the hours an establishment of this type is allowed to be open.

Major Polis responded they cannot open before 10:00 AM, and they have to close by 2:00 AM.

Ms. Newton inquired, if the restrictions are lifted an establishment of this type would be able to be open until 2:00 AM, but during the probationary period the stipulation is they have to be closed by 11:30 PM.

Major Polis responded closed by 11:00 PM, and the parking lot cleared by 11:30 PM.

Ms. Newton stated, obviously, we are proposing this. Are these also discussions we have had with the business?

Mr. Livingston responded this was for Council to come up with something to present to them. They will respond to what we present to them.

Mr. Malinowski stated in the agreement it says they will allow law enforcement to enter at any time. He thought you could enter any business, at any time, anyway to check something out.

Major Polis responded it is in there because deputies who responded to calls were met with resistance by management, and the people at the door. We felt it was very important to include this as a stipulation, so there was no misunderstanding about what authority the Sheriff's Department had.

Mr. Malinowski stated, at the bottom, it states any violation of the probationary conditions may result in immediate closure by the Sheriff and revocation of the business license. He thought previously we had that a business would be closed by the Sheriff, in conjunction with the Administrator. Is there any reason this has been changed to make it only the Sheriff?

Major Polis responded they believe, if they get to the point where they have to close this business, it is going to be for a safety and security issue, so we wanted to make it as quick and efficient as possible.

Mr. Malinowski noted, where it says, if a violation occurs, they may make an appeal to the Business Service Appeals Board and the board will hear the appeal and make a determination as to whether or not to uphold the closing. It seems to him we need to stipulate a specific timeframe because they could be closed, and if there is no timeframe it could take the appeals board two months before they agree to set a hearing. Here we have a business that is closed, and we do not know if it closed justifiably or not. If they have a reason,

**Special Called Meeting
December 1, 2020**

they need to be heard. Therefore, he would like to see a timeframe put in there so the Business Service Center Appeals Board would hear this within five business days of the closure.

Mr. Brown responded one of the reasons the information was put this way is if Council wanted to put a timeframe on it, they would have the opportunity. He requested Ms. Davis to clarify whether there is any time stipulation already in place before we accept the five days for consideration.

Ms. Davis responded the current business license ordinance allows a business license appeal hearing to be held by the board within 30 days, or as reasonably possible. Keep in mind, for that period of time, a recommendation for intent to revoke would have been written, but that does not indicate the business has been physically closed.

Mr. Brown noted Mr. Malinowski would like something with 5 days, and it sounds like Ms. Davis said within 30 days.

Mr. Malinowski stated they could wait 30 days, or could even go beyond the 30 days, if it is not reasonably possible. He believes we should have a definitive time in there, because we are closing a business, and we need to give that business the opportunity to put the facts out there.

Ms. Myers inquired if that was a motion.

Mr. Malinowski moved, seconded by Ms. Myers, to approve the requirements for this business, and that the appeals board must hear the case within five business days of the closing.

Ms. Myers inquired if we are delegating responsibility and authority to close the business to the staff, and removing the responsibility from Council.

Mr. Livingston responded he believes that is what we are saying during the probationary period.

Ms. Myers stated, since we are delegating this responsibility and Council may have no involvement in it, it important to have the Administrator involved. She offered a friendly amendment that we revert to the Sheriff's Office closing, in consultation with the County Administrator.

Mr. Malinowski accepted the friendly amendment.

Ms. Terracio inquired if the Sheriff's Department plans to physically be on the premises at 11:00 PM to ensure the business is closing on time, and subsequently at 11:30 PM to ensure the parking lot is clear.

Major Polis responded in the affirmative. The Sheriff's Department will ensure they are abiding by any stipulations Council passes.

In Favor: Malinowski, Livingston, Terracio, Walker, Manning, Myers, Newton

Abstain: Dickerson

Not Present: McBride, Kennedy

The vote was in favor.

Mr. Walker moved, seconded by Mr. Malinowski, for reconsideration.

**Special Called Meeting
December 1, 2020**

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In Favor: Myers

Opposed: Malinowski, Livingston, Walker, Manning, Newton

Not Present: McBride, Kennedy

The motion for reconsideration fails.

5. **ADJOURNMENT** – Mr. Malinowski moved, seconded by Mr. Walker, to adjourn the meeting.

The meeting adjourned at approximately 5:43 PM

**Special Called Meeting
December 1, 2020**

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Report of the County Administrator

Special Called Meeting – December 15, 2020

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

2. COVID 19 Relief Update

The information in the corresponding attachment is specific to Richland County and provides a summary of results. The results are a combined effort of Richland County staff and third party contractor Tetra Tech.

3. Mask Giveaway Events

There have been multiple mask giveaway events held in Richland County. Councilmembers have routinely distributed masks in one of the following ways: via county hosted event, partnering with other local agencies to give away masks during community outreach events, or supplying masks for community agencies to distribute to their members. Recent scheduled events were held in District 11. This does not include mask drop offs done individually by Councilmembers.

4. Preparation and Consideration for Limited In-Person Services

There have been multiple modifications made by Richland County in response to COVID 19. Safety protocols, Cleaning Protocols, Building Access Protocols, Workplace protocols, etc. I anticipate that we will need to continuously update protocols as necessary to comply with public health and safety recommendations from the CDC and SCDHEC. Currently, we are using the CDC's Resuming Business Toolkit to assess our readiness to offer limited in-person services.

A few of the steps we have already taken include acquiring an appointment software tool, contract cleaning services, face masks, face shields, hand held infrared thermometers, self-check temperature screening devices, placed COVID 19 safety messaging inside and outside of our facilities, provided supervisor training specific to COVID 19, and offered mental wellness sessions for our employees, to name some of the steps we have taken.

My goal is to begin offering limited in-person services in early 2021. Due to the recent spike in COVID 19 cases in SC and the U.S. and with the Christmas, and New Year holidays rapidly approaching, I expect families and friends will be gathering for these events, as demonstrated during this past Thanksgiving holiday. I think it will be prudent to delay any increased opening to the public until after the holidays, in order to mitigate the spread of COVID 19. Our ability to

reopen and remain open for some level of in person services will largely depend on everyone's compliance with COVID 19 protocols.

ADDITIONAL UPDATES FOR CONSIDERATION:

1. Appointment of Assistant County Administrator
2. Continued Partnership with PRISMA Health: Using Sears facility to administer COVID 19 testing

ATTACHMENTS:

1. SCDHEC COVID-19 Statistical Data
2. COVID 19 Relief Update
3. Council Memorandum 12-1(2020) – Appointment of Lori Thomas as Assistant County Administrator

As of Thursday, December 10, 2020 1:09 p.m.

New Confirmed Cases

1,883

Total Confirmed Cases

225,053

New Probable Cases

63

Total Probable Cases

16,633

New Confirmed Deaths

12

Total Confirmed Deaths

4,291

New Probable Deaths

3

Total Probable Deaths

336

Individual Test Results

8,828

Percent Positive

21.3%

new individual test results reported
statewide (not including antibody
tests)

Total Tests

2,967,221

Percent Positive

Total Percent
Positive

14.4%

Percent
Positive Last
30 Days

16.3%

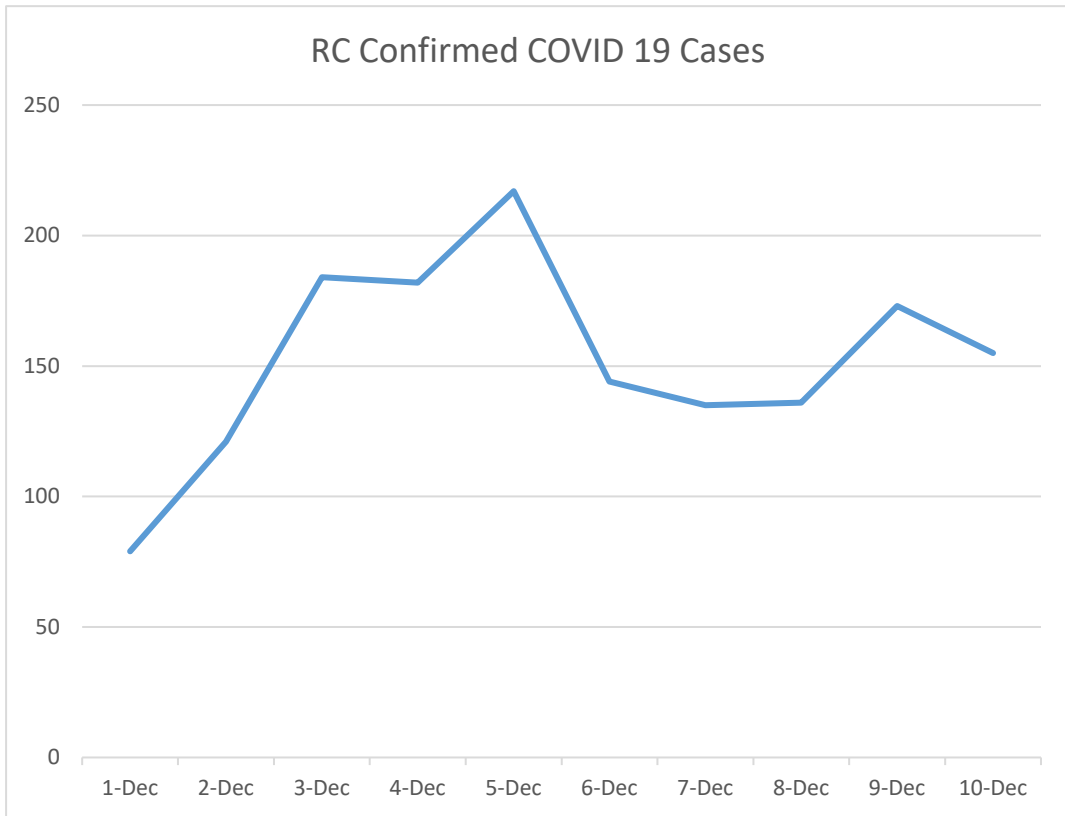
Previous Day

21.3%

30 Day Trend



Date	Daily Confirmed Cases
1-Dec	79
2-Dec	121
3-Dec	184
4-Dec	182
5-Dec	217
6-Dec	144
7-Dec	135
8-Dec	136
9-Dec	173
10-Dec	155



COVID-19 in South Carolina

As of 11:59 PM on 12/8/2020

Number of Tests | Richland

281,317

[Go to Testing](#)

Cases | Richland

22,183

[Go to Cases](#)

Hospitalizations | Richland

919

[Go to Hospitalizations](#)

Deaths | Richland

312

[Go to Deaths](#)

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (November 25, 2020 - December 8, 2020) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information

Click the county again to return to the full state map



© OpenStreetMap

Low Incidence: 0-50

Moderate Incidence: 51-200

High Incidence: >200

State Recovery Estimate

88.7%

As of December 08, 2020, of the total positive cases of COVID-19 in South Carolina (241,686), we have symptom onset data (meaning, the date when a person first showed signs of illness) for 142,437 of those individuals. Of those individuals, 3,200 have unfortunately died. Our recovery rate data is based on symptom onset information, so the percentages below are based on the number of individuals we have symptom onset data for, NOT the total number of cases in the state.

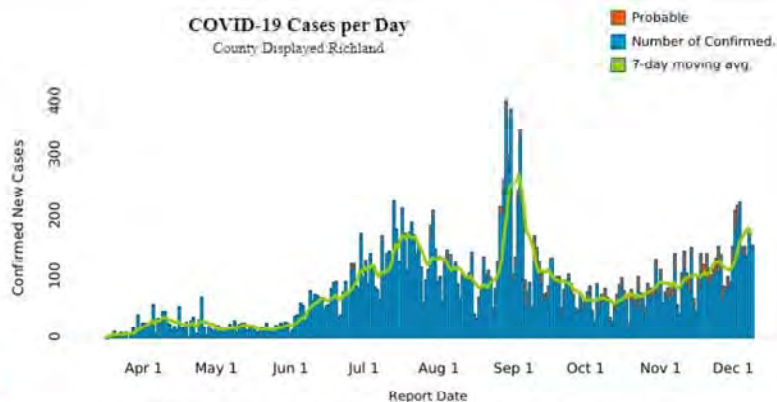
As of December 08, 2020, 88.7% of those 139,237 individuals for which we have symptom onset data are estimated to have recovered from COVID-19, and 11.3% are estimated to remain ill.

Note: These data are provisional. The estimated percent of those who may have recovered from COVID-19 is based upon the following parameters:

1. Those who reported being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.
2. Those who reported not being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >14 days since their illness onset.
3. Those where hospitalization status was unknown were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.

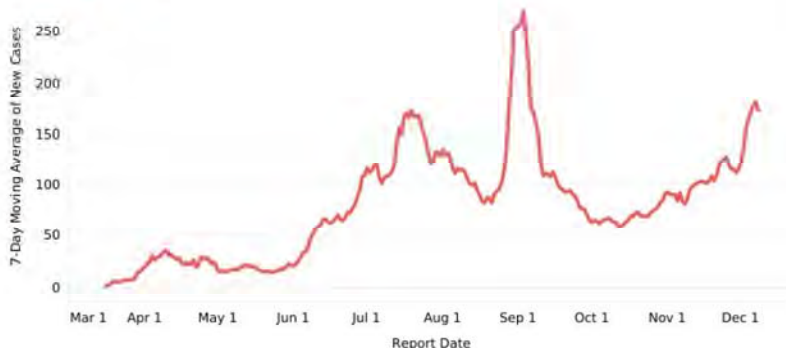
COVID-19 Cases per Day

County Displayed: Richland



7-Day Moving Average of COVID-19 Cases, by Public Health Region

Midlands



In response to the COVID-19 global pandemic Congress passed the CARES Act 2020, which was signed into law by President Trump on March 2, 2020. The Cares Act provides \$2 trillion dollars in relief for citizens, small businesses and local governmental agencies dealing with both the public health challenges and the economic impact of COVID-19.

Local governments have been critically impacted by the pandemic as they work to address an increase in critical service needs while facing significant additional unbudgeted expenditures. This while at the same time facing the real potential of reduced funding levels and staffing shortages created by pandemic.

Upon the CARES Act becoming law, Richland County immediately initiated actions in order to take full advantage of the CARES Act relief program to assist us in our efforts to prevent; prepare; and respond to the COVID-19 pandemic and the associated unbudgeted expenditures.

Richland County identified five (5) key categories of the CARES Act, which could provide us the opportunity to recover a portion of our unbudgeted expenditures.

Those five (5) categories are:

- FEMA – COVID-19 Public Assistance (PA) Program
- HUD- Community Development Block Grant (CDBG) COVID (CV) Program
- HHS – CARES Act Provider Relief Fund (PRF) Program
- DOJ – Coronavirus Emergency Supplemental Funding (CESF) Program
- Treasury/SC – Coronavirus Relief Fund (CRF) Program

Although the CARES Act relief program is still ongoing at this time; through the hard work, dedication, commitment, and team spirited efforts of our personnel, Richland County has been awarded the following funds:

- FEMA PA - \$112,506.89
- HUD CDBG-CV - \$957,993.00
- HHS – PRF - \$350,648.91
- DOJ- CESF - \$487,360.00
- Please note: we are awaiting final approval for two (2) additional funding requests totaling an additional \$256,773.00
- Treasury/SC – CRF - \$2,686,424.78

Total funding awarded to date: \$4,594,933.58.


As mentioned above, while we continue to face the many professional and personal challenges posed by the COVID-19 global pandemic into the foreseeable future; the Richland County team will continue our efforts to aggressively identify and maximize all recovery funding opportunities, channels, and avenues.

Michael A. King
Assistant Director
Richland County Government
Emergency Services Department
Local Disaster Recovery Manager

Attachment 2



Council Memorandum 12-1 (2020)

To: The Honorable Paul Livingston, County Council Chair, and Members of Richland County Council
From: Leonardo Brown, MBA, CPM, County Administrator 
Date: December 9, 2020
Subject: County Personnel Update - Appointment of Lori Thomas as Assistant County Administrator

In Council Memorandum 8-2(2020) dated August 31, 2020, I informed you that I had engaged a public sector executive search firm, Find Great People, to help fill an Assistant County Administrator vacancy.

I am pleased to announce the appointment of Ms. Lori Thomas as Assistant County Administrator. Her appointment becomes effective December 14, 2020, and I look forward to introducing her during the December 15th Council meeting.

Lori Thomas joined the City of Rock Hill in 2007 and has served as its Operations Revenue Administrator since April 2018 where she works on finance and budget, capital planning, process improvement, training, risk management and all forms of insurance management for the City. Prior to this, she was the Finance and Insurance Manager from 2013 until 2018. Lori began her career with the City of Rock Hill as a Customer Services Manager. Before joining the City, she was a Chief Financial Officer and Controller in the private sector where she specialized in business development and financing for over twenty years.

Lori received her Bachelor of Science in Business Administration from the University of South Carolina and her Master's in Business Administration from Winthrop University. She is a Certified Government Finance Officer, a graduate of the Advanced Government Finance Institute at the University of Wisconsin, a member of the Government Finance Officers Association, serves on the GFOA Committee on Retirement and Benefits Administration, and is President for the National Women in Public Finance Network. Lori is a member of the Government Finance Officers Association of South Carolina, serves on the Certification Committee, and formerly served on the Executive Board. She is a member of the South Carolina City and County Management Association, the Public Risk Management Association, and the Public Risk Management Association of South Carolina.

Lori is married to Michael Thomas. They are parents to five children and are grandparents to five as well.

In her position, among other assignments, Ms. Thomas will oversee the Finance and Budget Departments.

CANDIDATE **Lori James Thomas, MBA, CGFO**

**EXECUTIVE
SUMMARY**

Demonstrated public service professional with exceptional knowledge of human resources, benefits, public finance, accounting, risk management, strategic management, performance management and measurement, capital improvement planning, purchasing.
Exceptional leadership development, human resources, staff development, financial management and public relations skills in public and private entities.
Skilled at leadership of process evaluation, management and implementation.
Exceptional communicator at all levels in both written and verbal means.
Knowledgeable on processes and practices of business development and financing for private industry to influence collaborative development in public/private partnerships.
Effective public speaking experience on a local, regional and national level.

**PROFESSIONAL
EXPERIENCE**

City of Rock Hill, Rock Hill, SC 2007—Present
Operations Revenue Administrator, City Management (2018—Present)

- Responsible for process improvement, training and development for the City.
- Director of Risk Management, AMI Administration, AMI Operations and Metering Services.
- Prepared and issued an RFQ all employee benefits administration. Evaluated submittals and secured vendor best suited for the City including contract negotiations.
- Coordinated a team to evaluate all proposals by benefits broker to secure the most effective benefits products for all City employees.
- Currently developing a full employee orientation program specific to each work group in the City.
- Worked to move employee benefits to a paperless process.
- Evaluation of employee benefit and applicant tracking software for the City.
- Evaluate all City insurance services and manage all litigation service for issues involving potential City liability and mitigation. Oversee all City risk evaluation and safety program including Worker’s Compensation.
- Prepared updated RFQ for continuity of the employee on-site clinic, coordinated evaluation and vendor selection. Negotiated contract and prepared for City Council approval. Coordinated an expansion of the clinic facility to better serve employees.
- Manage On-site Clinic operations.
- Worked to implement outcomes-based wellness program from participatory program.
- Reports directly to the Deputy City Manager responsible for Operations Department to coordinate special projects, enhance City services, advance Council initiatives and communicate with citizens and internal staff.

Finance and Insurance Manager (2013—2018)

- Responsible for preparation of monthly financial reports, official statements and collaborate on CAFR and Official Statement for public presentation.
- Effective preparation and presentation of bond rating presentations for credit rating agencies resulting in improved ratings for the City’s general fund and enterprise funds.
- Member of bond issuance team to prepare and issue general obligation, revenue and limited obligation debt to finance municipality needs. Work with the Chief Financial Officer and advisors to secure favorable bond ratings prepare and issue City bonds.

- Budget development and implementation.
- Develop City-wide Capital Improvement Plan including development and maintenance issues as well as on-going operational costs.
- Developed a strategy to close a \$1.5 million deficit in the employee self-insured health plan, as well as an ongoing plan to insure sustainability of the plan. Monitor, present and make recommendations regarding the ongoing performance of the plans.
- Prepared and issued an RFP for third party administration of the self-funded employee health and dental program as well as stop loss coverage. Evaluated submittals and secured vendor best suited for the City.
- Evaluate all City insurance services and manage all litigation service for issues involving potential City liability and mitigation. Oversee all City risk evaluation and safety program.
- Performed analysis on the feasibility of an employee on-site health clinic. Prepared RFP for an on-site clinic, coordinated evaluation and vendor selection. Coordinated the facility initial set up and practice. In its first year of operation, the clinic generated positive cash flow for the City. Continued coordination of clinic operations and financial performance for both hard and soft savings for employee well-being.
- Manage collections and projections of all hospitality and accommodations taxes.
- Oversee City-wide collections of all receipts and coordinate collection measures for the City's electric, water, wastewater, stormwater and sanitation services as well as business licenses, hospitality and accommodations tax and cemeteries.
- Implemented a plan with an auditing firms to identify additional businesses requiring City business licenses and shortfalls in hospitality and accommodations reporting. This project generated approximately \$500,000 revenue in 15 months.

Finance Customer Services Manager (2007-2012)

- Responsible for all Customer Service Operations including billing, metering services and collections for the City's electric, water, wastewater, stormwater and sanitation services as well as business licenses, hospitality and accommodations tax and cemeteries.
- Responsible for day to day management of customer service, collections, billing and metering services for the electric, water, wastewater, stormwater and sanitation services for the City's approximately 35,000 customers.
- Coordinated community outreach groups to assist disadvantaged citizens.
- Assisted the Chief Financial Officer with preparations for bond issuance projects and other projects as needed.

SIA Abrasives, Inc., Charlotte, NC

1996—2007

General Manager (2003—2007)

- Responsible for all operations of a sales, marketing and conversion operation for US operations of an international non-woven abrasives facility including profit and loss.

Chief Financial Officer (2000—2003)

- Responsible for financial management of a US operation of an international coated abrasives manufacturer. This included budgeting, debt management, credit, financing, tax, and compliance with all GAAP and IAAS accounting standards in operation and preparation of audited financial statements.
- Coordinated and planned for expansion addition of manufacturing in an expanded facility.

- Coordinated efforts for implementation of new enterprise-wide computing and reporting package for management of all aspects of business operation.

Controller/Office Manager (1996—2000)

- Develop and implement business practices for US start-up operation of an international company. Responsible for accounting, banking, and operations that resulted in information necessary for preparation of accurate financial statements. Responsible for employee benefits development, staffing, business insurance requirements and implementation of these programs and on-going analysis to insure appropriateness.

Staff Additions, Charlotte, NC

1995-1996

General Manager

- Responsible for sales, marketing, recruitment and profitability of a branch of a temporary and permanent employment agency.

CAREER HIGHLIGHTS

Designed and coordinated of an effort to use employee health insurance claims data as well as annual wellness initiatives results to implement a chronic disease management program. As a result of these efforts, enrollment in the Wellness Program increased from approximately 10% to 75% participation and first year projected annual claims savings for the future were estimated to be \$138,000 and over \$500,000 in four years.

Coordinated borrowing efforts with state available funds to secure lower than market rates for long-term debt to fund capital projects for two City enterprise funds.

Was asked to speak at the Government Finance Officers Association National Conference in Denver, CO on “The Impact of the Affordable Care Act on Public Employers: Creating Fiscal Calm in Chaos”. Presenter/Trainer, Government Finance Officers Association CPE class, Developing Your Self-Insured Health Plan.

Annually meet with Legislators and key advisors on Capitol Hill as part of a governmental management group from Government Finance Officers Association to discuss proposed legislative acts impact on local government.

EDUCATION

Master’s in Business Administration, 2015

Winthrop University, Rock Hill, SC

Bachelor of Science, Business Administration, 1984

University of South Carolina, Columbia, SC

Government Finance Officers Association of South Carolina, 2011

Certified Government Finance Officer, Columbia, SC

Advanced Government Finance Institute, 2017

University of Wisconsin School of Business, Madison, WI

AFFILIATIONS

Member, Government Finance Officers Association
President, Women’s Professional Finance Network
Member, National Standing Committee, Committee on Retirement and Benefits Administration, Government Finance Officers Association



CONFIDENTIAL RESUME

This information was furnished by the candidate and is submitted for consideration on a company fee paid basis only. For more information or interview contact:

Christin Mack
cmack@fgp.com

Member, Government Finance Officers Association Women's Network
Past Director and Member, Government Finance Officers Association of South Carolina
Member, Certification Committee, Government Finance Officers Association of South Carolina
Member, Municipal Finance Officers, Clerks and Treasures Association
Member, Business Licenses Officers Association
Member, Public Risk Manager's Association
Member, SC Public Risk Manager's Association
Graduate, York County Chamber of Commerce Leadership York County

Richland County Council Request for Action

Subject:

20-032 MA
Ryan Maltba
RU to GC (.88 acres)
4551 Hard Scrabble Road
TMS# 20300-04-16

Notes:

First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020 {Tentative}
Public Hearing: November 19, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-04-16 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-04-16 from Rural District (RU) to General Commercial District (GC).

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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 19, 2020
First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020

Richland County Council Request for Action

Subject:

20-034 MA
Paulette Morin
RU to GC (2.35 acres)
Shop Road and Atlas Road
TMS# R16204-07-06, 08, 09, 10, 11 & 12

Notes:

First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020 {Tentative}
Public Hearing: November 19, 2020

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-20HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 16204-07-06, 08, 09, 10, 11, & 12 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16204-07-06, 08, 09, 10, 11, & 12 from Rural District (RU) to General Commercial District (GC).

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 _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 19, 2020
First Reading: November 19, 2020
Second Reading: December 8, 2020
Third Reading: December 15, 2020

Richland County Council Request for Action

Subject:

Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto

Notes:

First Reading: November 10, 2020
Second Reading: November 17, 2020
Third Reading: December 15, 2020 {Tentative}
Public Hearing: December 15, 2020

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

**APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY
LOCATED IN RICHLAND COUNTY, THE GRANTING OF CERTAIN
OPTIONS AND OTHER MATTERS RELATED THERETO.**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to transact its real property;

WHEREAS, the County owns certain property on Farrow Road as more particularly identified by TMS No. 17600-01-033 (“Property”) and has identified the Property as property the County desires to sell to further the economic development of the County; and

WHEREAS, Collett Properties, Inc. (“Collett”) proposes to make an investment in the County at the Property and has made an offer to purchase the Property from the County;

WHEREAS, the County desires to enter into an Agreement of Sale, Option and Right of First Offer with Collett (“Agreement”), the form of which is attached as Exhibit A to set forth the terms and conditions of the sale of a portion of the Property by the County to the Purchaser and the granting of an option and right of first offer with respect to the remainder of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Sale and Option of Property. County Council approves the sale and option of the Property by the County as more fully set forth in the Agreement and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale or optioning of the Property as set forth in the Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County. The execution of the Agreement by any of the foregoing shall be conclusive evidence of approval of the final form of the Agreement.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 10, 2020
Second Reading: November 17, 2020
Public Hearing: December 15, 2020
Third Reading: December 15, 2020

EXHIBIT A
FORM OF AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**AGREEMENT OF SALE, OPTION AND
RIGHT OF FIRST OFFER**

THIS AGREEMENT OF SALE, OPTION AND RIGHT OF FIRST OFFER (the “*Agreement*”) is made and entered into as of the ____ day of September, 2020 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*Seller*”) and **COLLETT PROPERTIES, INC.** (“*Buyer*”).

WITNESSETH:

1. Agreement to Sell and Purchase, Grant of Option and Right of First Refusal. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein, including without limitation payment of the Purchase Price at the Closing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to (i) sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below), (ii) grant to Buyer the Option (as defined below) on the Phase II Property (as defined below), subject to all terms and conditions set forth herein, and (iii) grant to Buyer the ROFO (as defined below) on the Phase III Property (as defined below), subject to all terms and conditions set forth herein.

2. Property. The property subject to this Agreement, all located on Farrow Road in Richland County, South Carolina known as Parcel #R17600-01-33 and more particularly shown on Exhibit A attached hereto and made a part hereof, is as follows, with each parcel of property including all improvements, plants, shrubs and trees located on such parcel, and being together with all rights, easements and appurtenances thereunto belonging to such parcel:

a. Agreement to Sell and Purchase – Property. The parcel subject to the agreement to sell and buy is that certain parcel designated as “*Phase I*” containing **17.30 acres** on Exhibit A (the “*Property*”).

b. Option – Phase II Property. The parcel subject to the Option (as defined below) is that certain parcel designated as “*Phase II*” containing **26.29 acres** on Exhibit A (the “*Phase II Property*”).

c. ROFO – Phase III Property. The parcel subject to the ROFO (as defined below) is that certain parcel designated as “*Phase III*” containing **24.62 acres** on Exhibit A (the “*Phase III Property*”).

3. Earnest Money. Within five (5) days of the Effective Date, Buyer shall deliver to Chicago Title Insurance Company (“*Escrow Agent*”) the sum of Fifteen Thousand Dollars (\$15,000.00) (“*Earnest Money*”). If the Earnest Money is deposited into an interest-bearing account at the direction of Buyer, all interest shall accrue to the benefit of Buyer. At Closing, the Earnest Money shall be credited against the Purchase Price and disbursed to Seller. All other matters relating to the escrow of the Earnest Money shall be governed by Section 36 herein.

4. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “*Purchase Price*”, shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Subject to any adjustments provided for herein, Buyer shall pay at Closing (as defined below) the balance of the

Purchase Price remaining after application of the Earnest Money and any applicable prorations by certified, cashier's or wired funds.

5. Closing. Provided that Buyer has not terminated this Agreement prior to the end of the Inspection Period (as defined below), the closing of the purchase and sale of the Property ("**Closing**") will be held via an escrow (the "**Escrow**") facilitated by Escrow Agent on any date selected by Buyer ("**Closing Date**") which is on or before that date which is thirty (30) days following the end of the Inspection Period. Notwithstanding the foregoing, if the date that is thirty (30) days after the last day of the Inspection Period is not a business day, the Closing Date, unless otherwise mutually agreed by the parties, will be extended to the next business day. Further, the Closing Date may be further extended to accommodate any period specified in Section 7 or Section 8 with respect to Title Objections or Survey Objections.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county real estate taxes, ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be exclusively responsible for the payment of any rollback taxes applicable to the Property, if any. In the event Impositions are not applicable to the Property on the date of Closing, no proration shall be applicable. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which Buyer reasonably determines would impact the intended development of the Property (each a "**Title Objection**"), and Seller shall, within ten (10) days after receipt of such Title Objection, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, then, at the option of Buyer, Buyer may, as its sole and exclusive remedies: (1) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (2) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (3) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title

to the Property, and if any matters of title have arisen since the date of the Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections. If Buyer fails to give notice of its election to terminate this Agreement as a result of any Title Objection or any Survey Objection within ten (10) days of Seller's failure or refusal to cure any Title Objection or Survey Objection, for any reason whatsoever, Buyer's right to terminate this Agreement under this Section 7 or under Section 8 of this Agreement shall expire and any Title Objections (excluding Monetary Encumbrances as defined below) and Survey Objections shall be deemed to be "**Permitted Exceptions**". Moreover, any matter disclosed on title or the Survey (or any update of either obtained by Buyer) to which Buyer does not timely raise a Title Objection (excluding Monetary Encumbrances) or a Survey Objection or which are approved by Buyer, and any Title Objection and/or Survey Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a "**Permitted Exception**".

(b) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an encumbrance on title to the Property (the "**Monetary Encumbrances**") (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Escrow Agent (in its capacity as title insurer).

(c) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, clearing of timber, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall be granted or withheld in Buyer's discretion.

8. Survey.

(a) Buyer shall, at its cost and expense, obtain a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina and deliver a copy thereof to Seller promptly after receipt, and in no event later than fifteen (15) days prior to expiration of the Inspection Period. Such survey shall be signed and certified by the surveyor. Subject to Seller's approval of the Survey, the Survey shall be recorded in the real estate records of Richland County, South Carolina, and the legal description of the Property set forth in the limited warranty deed to be delivered by Seller at Closing shall be based upon and shall conform to the Survey.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to a specific matter which affects Buyer's intended development of the Property as shown on said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, as its sole and exclusive remedies, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (2) above.

(c) Prior to Closing, Buyer shall also, at its cost and expense, obtain (i) a survey of the Phase II Property adequate for the legal description on a recorded memorandum of the Option and (ii) a survey of the Phase III Property adequate for the legal description on a recorded memorandum of the ROFO. Such

surveys shall be subject to Seller's approval. No formal subdivision of the Phase II Property or the Phase III Property shall be affected in connection with recordation of the memorandum of the Option or the memorandum of the ROFO.

9. Investigation of the Property.

(a) Buyer shall have until one hundred eighty (180) days after the Effective Date, herein called the "***Inspection Period***", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer for any reason or no reason, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement.

(b) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property including without limitation customary environmental inspections and subsurface soil tests; *provided, however*, that (i) Buyer shall not be entitled to conduct any environmental investigations on the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling, drilling, etc.) without the prior written consent of Seller, such consent not to be unreasonably withheld provided the Phase I environmental report recommends additional testing, and (ii) such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property. Buyer hereby agrees to repair any damage to the Property resulting from or in connection with, and to restore the Property to as close to its original condition as is practicable following the exercise of Buyer's rights under this Agreement, which obligation shall survive the termination of this Agreement.

(c) Prior to the Effective Date, Seller delivered to Buyer certain documents and information with respect to the Property (collectively, and together with all other items delivered from Seller to Buyer, the "***Seller Deliveries***"). Seller makes no representation or warranty as to the accuracy or completeness of any of the Seller Deliveries, and Buyer acknowledges and agrees that all of the Seller Deliveries are provided to Buyer as a convenience only and that any reliance on or use of the Seller Deliveries shall be at the sole risk of Buyer.

(d) Buyer hereby agrees to reimburse Seller for all actual and direct claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section; provided, however, in no event shall Buyer be liable for any pre-existing environmental conditions within the Property revealed by its investigations. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case, for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Subject to payment of the Purchase Price, Seller shall deliver to Buyer via the Escrow the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property (the "*Deed*"); (ii) an Owner's Affidavit or similar certificate, in form and substance reasonably acceptable to Escrow Agent (in its capacity as title insurer), with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Escrow Agent (in its capacity as title insurer) as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina; and (vi) an affidavit in form and content acceptable to Buyer and Buyer's title insurance company that the Property does not constitute a majority of the assets of Seller.

(b) Buyer shall deliver to Seller via the Escrow the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, one-half of all escrow fees and closing costs charged by the Escrow Agent, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property pursuant to Section 6(b) hereof, the cost of the Survey, one-half of all escrow fees and closing costs charged by the Escrow Agent, and the recording costs associated with the recording of the Seller's deed to Buyer.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

13. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows as of the Effective Date:

(i) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or, to Seller's actual knowledge without any duty to investigate, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there

are no pending or, to Seller's actual knowledge without any duty to investigate, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iii) That to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, the title commitment or the Survey, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for utilities.

(iv) Seller has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found in violation of Environmental Law (defined below), and, to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, no hazardous substances or wastes have been generated, disposed of, released or found on the Property in violation of Environmental Law. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes (collectively, "*Environmental Law*"). In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(v) Seller has not received any written notice from any municipal, county, state or other governmental authority, and has no actual knowledge without any duty to investigate, of any violations of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(vi) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge without duty to investigate of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and there are no tenants or other persons or entities on the Property claiming through Seller which will have a right of possession beyond the date of Closing.

(b) Any reference to "Seller's actual knowledge" above shall be limited to the actual knowledge, without duty of investigation of Jeff Ruble, as the Director of Economic Development for Richland County, *provided however*, the foregoing representations and warranties are given by Seller only and not any individual. The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date (with Seller's delivery of the Deed being deemed certification that all representations and warranties are true in all material respects as of the Closing Date), and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Seller is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Seller default hereunder entitling Buyer to any remedies available pursuant to Section 15(b) herein.

(c) In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as of the Effective Date:

(ii) That this Agreement has been duly authorized and executed on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or, to Buyer's actual knowledge without any duty to investigate, threatened against, by or affecting Buyer which question the validity or enforceability of this Agreement or of any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, to the best of Buyer's knowledge, will not violate any contract, agreement or other instrument to which Buyer is a party, or any law, judicial order or judgment of any nature by which Buyer is bound.

(d) The obligation of Seller that arises to sell the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Buyer in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date, and Buyer having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Buyer is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Buyer default hereunder entitling Seller to any remedies available pursuant to Section 15(a) herein

14. Disclaimer; AS IS. Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, it is understood and agreed that Seller is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied, as to habitability, merchantability, or fitness for a particular purpose (other than the limited warranty of title to be set forth in the deed). Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and buyer shall accept the property "AS IS, WHERE IS, WITH ALL FAULTS". Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, all manner of defects and adverse physical conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, except in connection with any express representations and warranties of Seller made in this Agreement, shall be deemed to have waived, relinquished and released Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent defects, physical conditions, violations of any applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the deed executed at the Closing and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property reflects that the Property is being sold subject to the provisions of this Section, and Seller and Buyer agree that the provisions of this Section shall survive Closing.

15. Remedies

(a) Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default (except for Buyer's obligation to close timely, or to timely deliver the documents and/or funds required to be delivered by Buyer under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Seller may terminate this Agreement by written notice to Buyer, in which event the Earnest Money shall be retained by Seller as full liquidated damages for such default, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof). The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, and such default is not cured within ten (10) days after written notice by Buyer to Seller specifying the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Buyer shall be entitled, as its sole and exclusive remedies hereunder, to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer all of Buyer's out-of-pocket expenses incurred in connection with this Agreement and Buyer's intended acquisition and development of the Property (such reimbursement in no event to exceed \$25,000), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof), or (ii) seek specific performance of this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative or consequential damages. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is 60 days following the date upon which the Closing was to have occurred.

16. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

17. Assignment. Other than assignment to an affiliate of Buyer including a newly formed entity of which a majority is owned by partners of Buyer, this Agreement may not be assigned by Buyer without prior written consent of Seller. This Agreement shall not be assigned by Seller.

18. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

19. Brokers. Seller warrants and represents to the Buyer that Seller shall be responsible for payment of all brokerage commissions or fees payable to **Colliers International** and shall indemnify Buyer from and against any claims made by such party. Other than Colliers International, each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and each party agrees to indemnify and hold the other harmless against any such claim made by any broker claiming by, through or under such party. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

20. Survival. Subject to the terms of Sections 30, 31 and 32 herein, all of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for one (1) year.

21. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

22. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

23. Time. Time is and shall be of the essence of this Agreement.

24. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

25. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

26. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Buyer: Collett Properties, Inc.
1111 Metropolitan Ave., Suite 700
Charlotte, NC 28204
Attn: Teddy Hull

With a copy to: Collett Properties, Inc.
1111 Metropolitan Ave., Suite 700
Charlotte, NC 28204
Attn: Michael E. Robbe, Esq.

Seller: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: 803.576.2054

Richland County, South Carolina
Economic Development Office
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Attn: Jeff Ruble

With a copy to: Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Attn: Ray Jones
Phone 803.255.8000

27. Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. Seller and Buyer hereby acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

28. Counterparts, Separate Signature Pages and Electronic Signatures. This Agreement may be executed in several counterparts and by separate signature pages, each of which may be deemed an original, and all such counterparts and separate signature pages together shall constitute one and the same Agreement. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes.

29. General Agreements. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Escrow Agent falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

30. Option – Phase II Property. For a period of three (3) years from the date of Closing (the "**Option Period**"), but subject to the Option/ROFO Exception as set forth in Section 32 below, Buyer shall have an option (the "**Option**") to purchase the Phase II Property at a purchase price of \$25,000 per acre or such other reduced per acre price as mutually agreed upon by Buyer and Seller. At any time during the Option Period, Buyer may provide written notice to Seller of its election to exercise the Option (the "**Exercise**"). If Buyer delivers the Exercise, the parties shall enter into a purchase agreement generally

consistent with the terms of this Agreement, *provided however*, the inspection period under said purchase agreement shall be restated to be one hundred twenty (120) days.

31. ROFO – Phase III Property. For a period of five (5) years from the date of Closing, but subject to the Option/ROFO Exception as set forth in Section 32 below, Buyer shall have a right of first offer (the “**ROFO**”) with respect to the Phase III Property. Prior to offering the Phase III Property for sale to any third party or responding to a third party offer to purchase the Phase III Property, Seller shall first offer to sell the Phase III Property to Buyer at what Seller deems to be then-current market terms and conditions, with such offer made in writing (the “**ROFO Offer**” with such terms and conditions set forth in the ROFO Offer, the “**ROFO Proposal**”). Following Buyer’s receipt of the ROFO Offer, the parties shall negotiate in good faith to finalize a contract of sale for the Phase III Property. In the event the parties have not executed a contract of sale for the Phase III Property within forty-five (45) days after the date of Buyer’s receipt of the ROFO Offer, Seller may market the Phase III Property to third party purchasers, and may sell the Phase III Property to any third party purchaser as long as the terms of such sale are not more favorable than those set forth in the ROFO Offer, *provided however*, in the event that Seller agrees to terms to sell the Phase III Property to a third party purchaser and one of the specific terms of such agreement is more favorable than a specific term set forth in the ROFO Offer, Seller must offer Buyer in writing the option of purchasing the Phase III Property at the same terms agreed to by the third party purchaser (an “**Updated ROFO Proposal**”), and Buyer shall have a period of ten (10) business days from the date of receipt of such offer to accept such Updated ROFO Proposal. Failure of Buyer to accept in writing within such 10-business day period shall be deemed rejection, and Seller may proceed to sell the Phase III Property to such third party purchaser on the terms set forth in the Updated ROFO Proposal.

32. Option/ROFO Exception. Notwithstanding the rights set forth above with respect to the Option and the ROFO, Seller may at any time sell the Phase II Property or Phase III Property to a manufacturing or warehouse distribution end user for the self-development and operation of such property without such sale being subject to either the Option or the ROFO (the “**Option/ROFO Exception**”). Buyer agrees at the closing of any such sale under the Option/ROFO Exception to release any written memorandum of the Option or ROFO, as applicable.

33. Memorandum. Upon the request of Buyer, Seller shall execute a memorandum of the Option and ROFO for the purpose of recording.

34. Subdivision. In the event a subdivision is required pursuant to applicable law in connection with the conveyance of the Property to Buyer, Seller shall use good faith, diligent efforts to cause the Property to be properly subdivided in compliance with such applicable law, and it shall be a condition precedent to Buyer’s obligations to close the transaction contemplated in this Agreement that all necessary approvals respecting such subdivision shall be obtained and shall be final and non-appealable prior to or as of the Closing. In the event this condition is not satisfied prior to Closing after Seller’s good faith, diligent efforts to so comply, Buyer shall be entitled to terminate this Agreement by giving written notice thereof to Seller whereupon the Earnest Money shall be returned to Buyer, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof).

35. Operation of Property Pending Closing. Pending the Closing, Seller shall operate the Property in the normal course of business, in accordance with all existing standards, practices and procedures (including, without limitation, the maintenance of Seller’s property insurance), and shall maintain the Property in good condition and repair. From and after the Effective Date, Seller shall not encumber the Property in any manner or enter into new leases or amend, renew or make modifications to existing leases without the prior written consent of Buyer. In addition, Seller shall not, from and after the Effective Date, enter into any new contracts

that remain in effect beyond the Closing Date and/or include any termination fee incurred or to be incurred by Buyer without first obtaining Buyer's written consent

36. Escrow of Earnest Money. The Earnest Money shall be held in escrow (the "EM Escrow") by Escrow Agent subject to the terms and provisions of this Agreement. If the EM Escrow shall be terminated by the mutual agreement of Seller and Buyer or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid or if a dispute should develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the same in accordance with the joint written instructions of Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent shall have served written requests for instructions upon Seller and Buyer, the said Escrow Agent shall have the right to pay all or any portion of the Earnest Money into any state or federal court located in Richland County, South Carolina and interplead Seller and Buyer in respect thereof, and thereafter the Escrow Agent shall be discharged of any obligations in connection with the Earnest Money. If costs and expenses (including attorneys' fees) are incurred by the Escrow Agent because of litigation or dispute between Seller and Buyer arising out of the holding of said funds, the non-prevailing party (i.e., either Seller or Buyer) shall pay the Escrow Agent such reasonable costs and expenses incurred. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding or investment of the Earnest Money held in EM Escrow pursuant hereto except for negligence or willful misconduct; that the Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this EM Escrow; and that in the event of any dispute under this EM Escrow, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken in good faith in accordance with the opinion of counsel. The Escrow Agent's address for purposes of mailing or delivery of documents and notices is as follows:

Chicago Title Insurance Company
Attn: Scott Mansfield
200 Tryon Street, Suite 800
Charlotte, NC 28244
E-mail: scott.mansfield@ctt.com
Direct: (704) 319-7097

Provisions with respect to notices as otherwise set forth in this Agreement shall apply with respect to matters pertaining to this EM Escrow

Signature page to follow.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

SELLER:

Richland County, South Carolina

By: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, as _____ of **Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of September, 2020.


Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

SELLER:

COLLETT PROPERTIES, INC.

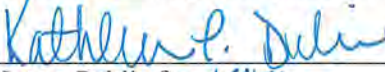
By: 
Name: John Collett
Title: President

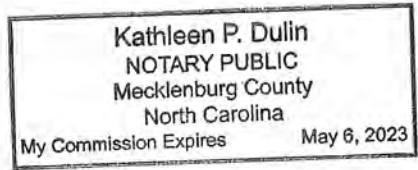
STATE OF North Carolina
COUNTY OF Mecklenburg

ACKNOWLEDGMENT

I, Kathleen P. Dulin, Notary Public, certify that **John Collett, as President of COLLETT PROPERTIES, INC.**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

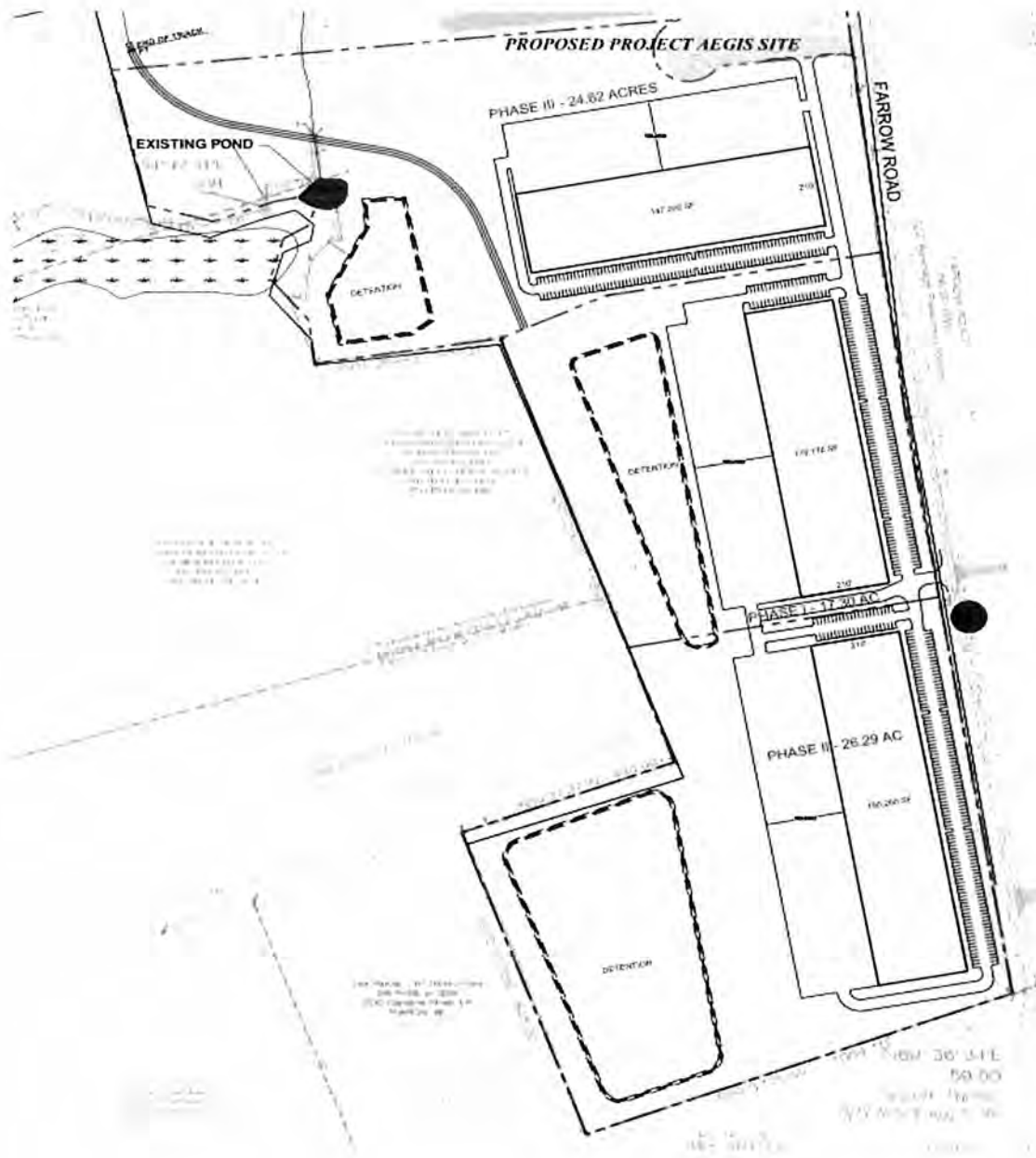
Witness my hand and official seal,
this the 24 day of September, 2020.


Notary Public for North Carolina



My Commission Expires May 6, 2023

EXHIBIT "A"



Richland County Council Request for Action

Subject:

An Ordinance Amending the Fiscal Year 2021 Economic Development Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition

Notes:

First Reading: December 8, 2020

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 ECONOMIC DEVELOPMENT FUND ANNUAL BUDGET BY \$2,829,714 TO AMEND THE ECONOMIC DEVELOPMENT BUDGET FOR PROPERTY ACQUISITION

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 Million Eight Hundred Twenty Nine Thousand Seven Hundred Fourteen Dollars (\$2,829,714) be appropriated to amend the Economic Development Fund Budget for property acquisition using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 Economic Development Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$2,030,000
Increase appropriation:	\$2,829,714
Total Amended Revenue/Sources Budget	\$4,859,714

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$2,030,000
Increased Expenditures and Transfers Out:	\$2,829,714
Total Amended Expenditures/Uses Budget	\$4,859,714

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 upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

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 for Action

Subject:

An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$2,829,714 to amend the Economic Development Budget for property acquisition

Notes:

First Reading: December 8, 2020

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 GENERAL FUND ANNUAL BUDGET BY \$2,829,714 TO AMEND THE ECONOMIC DEVELOPMENT BUDGET FOR PROPERTY ACQUISITION

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 Million Eight Hundred Twenty Nine Thousand Seven Hundred Fourteen Dollars (\$2,829,714) be appropriated to amend the General Fund Budget for property acquisition using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$188,714,625
Increase appropriation:	\$2,829,714
Total Amended Revenue/Sources Budget	\$191,544,339

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$188,714,625
Increased Expenditures and Transfers Out:	\$2,829,714
Total Amended Expenditures/Uses Budget	\$191,544,339

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 upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Council Chair

ATTEST THE _____ DAY OF _____, 2020

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:



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

Applicant must reside in Richland County.

Name: Dr. Kimico Myers

Home Address: 100 Sailing Club Drive, Columbia, SC 29229

Telephone: (home) (803) 603-0318 (work) (803) 638-8662

Office Address: 810 Dutch Square Blvd., Suite 234, Columbia, SC 29210

Email Address: kmyers@teamlogicit.com

Educational Background: Doctor of Management, M.B.A., B.S. - Computer Science

Professional Background: Owner of TeamLogic IT of Columbia (IT Services)

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

Name of Committee in which interested: Library Board of Trustees

Reason for interest: I have served as Richland Library Entrepreneur-in-Residence and understand its immeasurable community value. I wish to continue supporting RL.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have a deep understanding of the Richland Library's mission, having participated in a number of programs. The knowledge developed over these years would be an asset.

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

Any other information you wish to give? I have served as Entrepreneur-in-Residence

Recommended by Council Member(s): _____

Hours willing to commit each month: 8 - 10

CONFLICT OF INTEREST POLICY

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

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

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

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

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

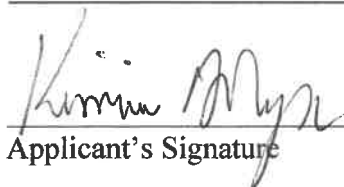
Yes _____ No ^x _____

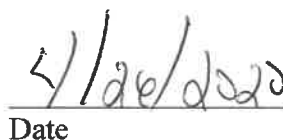
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ^x _____

If so, describe: _____

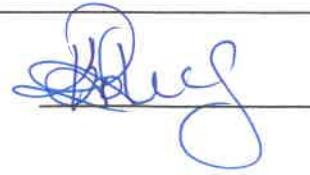

Applicant's Signature


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: <u>5-4-2020</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant MUST reside in Richland County.

Name: William P. Stork _____

Home Address: 4120 Ivy Hall Dr., Columbia, SC 29206 _____

Telephone: (home) 803-413-5952 _____ (work) cell:803-413-5952 _____

Office Address: 3800 Fernandina Rd., Ste. 110, Columbia, SC 29210 _____

Email Address: storkwp@gmail.com _____

Educational Background: Bachelor of Arts-History, University of South Carolina; Juris Doctorate, Cum Laude, Charleston School of Law _____

Professional Background 2006-2008 commercial real estate broker for Wilson/Kibler; 2011-Present attorney, currently with the firm of Brock & Scott, PLLC _____

Female: _____

Age: 18-25 26-50:X

Over 50: _____

Male:

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: A love for the library is deeply ingrained in my family. My mother was a volunteer and board member for the library for many years. Growing up she instilled a very deep-rooted respect and appreciation for the library. As I grew, I learned the myriad of services supplied by the library and the overwhelmingly positive impact the library has on the community. If there is any way possible for me to assist Richland Library, then I not hesitate to step forth and volunteer my time, contacts, and effort.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Hard-working, attentive, creative, and personable. I easily form relationships which can be of use to the BOT with Council members. I am a very effective communicator who can take complex issues and simplify them for ease of understanding. I also am able to diffuse tension or problems to reach amicable resolutions while acknowledging all sides of an issue.

Any other information you wish to give? I served on the Board of Directors for the Richland Library Friends and assisted with the unification of the Friends Board and the

Foundation Board. After unification, I served on the Board of the newly combined Richland Library Friends and Foundation. This familiarity with the inner workings of the library allows me a unique advantage on the Board of Trustees.

Recommended by Council Member(s): _____

Hours willing to commit each month: _____ 5-10 _____

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

8/31/2020

Date

Return to:

**65 of 252
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: <u>4/9/20</u>	Received by: <u>JHUO</u>	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



+

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

Applicant MUST reside in Richland County.

Name: Melissa Watson Ward

Home Address: 98 W Killian Station Court Columbia, South Carolina 29229

Telephone: (home) 803.463.9856 (work) 803.587.8898

Office Address: PO Box 291628 Columbia, South Carolina 29229

Email Address: _melissawatsonward@gmail.com

Educational Background: I have a Master of Public Health and Master of Social Work.

Professional Background: I currently serve as the Executive Director of a nonprofit organization.

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

Name of Committee in which interested: Library Board of Trustees

Reason for interest: _____

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have over a decade of experience working in the nonprofit field and working with boards. My nonprofit experience includes budget management, grant management, development, and strategic planning. I have served on three boards and have experience in governance.

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

Any other information you wish to give? The Richland County Library is the first place I ever volunteered and I am an advocate of our library system.

Recommended by Council Member(s): _____

Hours willing to commit each month: I can give 10 hours each month to board service.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

October 2, 2020
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: <u>10/2/20</u>	Received by: <u>Jump</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied
68 of 252 <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Helen B. Woods

Home Address: 1024 Goodwin Road - Gadsden, SC 29052

Telephone: (home) 803-353-9720 (work) Cell 803-727-7717

Office Address: N/A - Retired

Email Address: HelenWoods28@outlook.com

Educational Background: MHA, BS Pharmacy, RPh

Professional Background: Retired Chief Pharmacist Dorn YAMC

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

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Currently serving-up for reappointment. Avid interest in Health Equity and Population Health

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

Commission:

30+ years in Healthcare to include Pharmacy Practice, Performance Improvement, Healthcare Quality and Policy

Presently serve on any County Committee, Board or Commission? Yes, RMH Board of Trustees

Any other information you wish to give? Currently Vice Chair of RMH Board

Recommended by Council Member(s): _____

Hours willing to commit each month: Whatever is required

CONFLICT OF INTEREST POLICY

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

Helen B Woods
Applicant's Signature

9/28/2020
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: <u>10/1/20</u>	Received by: <u>JHUBO</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 70 of 252	<input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



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

Applicant MUST reside in Richland County.

Name: Andrew R. (Andy) Tolleson, PE, DGE

Home Address: 2309 Rembert Street Columbia SC 29201

Telephone: (home) 803-269-2651 (work) 803-783-9001

Office Address: 305A Stoneridge Drive Columbia SC 20210

Email Address: atolleson@tollesonltd.com

Educational Background: BS and MS in Civil Engineering Design

Professional Background: Program Manager. Zero Claims Record. Strategic Planner. Designer

Male Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Hospital Trustee, LRADAC, Airport or Zoning, CMCOG

Reason for interest: Lifetime Richland County and Columbia resident. Business owner and citizen interested in offering my leadership experiences.

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

Commission: Successful business owner and Engineer of record on major projects. Planner and expert witness.

Professional: Local Business owner with extensive experiences in USA and International.

Presently serve on any County Committee, Board or Commission? **None.**

Any other information you wish to give? Established relationships with Council & County staff.

Recommended by Council Member(s): Hon Paul Livingston

Hours willing to commit each month: Flexible schedule will serve as needed.

CONFLICT OF INTEREST POLICY

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

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

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

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

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

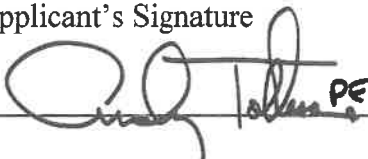
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X

If so, describe : I am owner of Richland County SLBE Certified Consulting Engineering and Construction firm and provide services on County related projects.

Applicant's Signature


Date
Oct 01, 2020

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:	<u>10/1/20</u>	Received by:	<u>CHHO</u>
Date Sent to Council:	_____		
Status of Application:	Approved	Denied	On file

2

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	November 24, 2020	Meeting Date:	December 8, 2020
Legal Review	Elizabeth McLean via email	Date:	November 30, 2020
Budget Review	James Hayes via email	Date:	December 03, 2020
Finance Review	Stacey Hamm via email	Date:	November 30, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Dirt Road Package K		

STAFF'S RECOMMENDED ACTION:

Staff requests Council to approve the award of the Dirt Road Package K Project to McClam & Associates, Inc. in the amount of \$834,743.10 and to approve a 10% construction contingency and a 10% utility contingency in the amount of \$83,474.31 each, for a total budget of \$1,001,691.72.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$4,729,784.88 currently available in the Dirt Road Paving Projects FY21 Budget.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Dirt Road Package K Project consists of the paving of Robert James Rd., Rocky Rd., Barkley Rd., and South Dr. This is approximately 0.95 miles of roadway, and these roadways are in districts 10 and 11.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project was \$1,440,517.24.

ATTACHMENTS:

1. Recommendation Memo
2. Bid Tabulation

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



November 24, 2020

To: Allison Steele PE, Asst. Director, Transportation

From: Kathy Coleman, Contract Specialist

Subject: Dirt Road Paving Package K/RC-377-IFB-2021

CC: Jennifer Wladischkin, Procurement Manager

Michael Niermeier, Transportation Director

Erica Wade, OSBO Manager

The Dirt Road Paving Package K Project (RC-377-IFB-2021) bid opening was on November 16, 2020 @ 3:00 PM. The Richland County Procurement and Contracting Office has reviewed six (6) submitted bids for Dirt Road Paving Package K, submitted via Bonfire and found no discrepancies. The bids received were as follows:

McClam & Associates, Inc.	\$834,743.10
Armstrong Contractors, LLC	\$900,791.26
CR Jackson, Inc.	\$969,466.06
Cherokee, Inc.	\$952,884.75
Lindler's Construction	\$2,761,432.75
Palmetto Corp of Conway	\$1,056,384.04

Attached is the final bid tab sheet for your reference, which indicates McClam & Associates Inc. bid to be 42% below the Engineer's estimate of \$1,440,517.24 for the project. A review of the low bid also shows a commitment of 23% utilization of Small Local Business Enterprise (SLBE) companies which equals the goal of this project.

I recommend that a contract be awarded to the lowest responsive and responsible bidder, McClam & Associates.

Sincerely,

Kathy S. Coleman

Kathy S. Coleman

Armstrong Contractors	C.R. Jackson, Inc.	Cherokee, Inc.	LINDLER'S CONST	McClam and Associates Inc	Palmetto Corp of Conway
\$ 900,791.26	\$969,466.06	\$ 952,884.75	\$ 2,761,432.75	\$834,743.10	\$ 1,056,384.04

Richland County Council Transportation Penny Advisory Committee Work Session

Tuesday, March 22, 2016

Richland County Council Chambers

Richland County, South Carolina

- Counties and County Government authorized in Article VII, S.C. Constitution
- Boundaries defined in S.C.Code Ann. Section 4-3-460, “Richland County.”
- All of the duties, powers, authority and responsibilities as provided under Home Rule (Title 4), and elsewhere in State law.
- Council-Administrator form of government
- 11-member single district Council
- 2014 Population (est.) = 400,663 in unincorporated area
 799,670 in Columbia MSA

Richland County, South Carolina

■ Strategic Vision

- “Uniquely Rural, Uniquely Urban”
- [Ex. To order the ends, ways and means of Richland County’s government, its departments, personnel, ordinances, policies, plans and procedures so as to ensure public safety and to provide for the general welfare of its citizens, residents and all those living or working in Richland County, within legal authority, financial practicality, and all other limitations, constraints and restraints incident to the institution of government.

Richland County, South Carolina Operating Environment

- October 2015 flood (FEMA Major Disaster)
 - multiple fatalities,
 - thousands of citizens without power and
 - without potable water,
 - hundreds/thousands displaced,
 - unknown but substantial real and personal property damage,
 - uncertainty over the long term integrity of roads, dams, bridges and other infrastructure, and
 - concern over the immediate and long range quality and safety of drinking water.
 - Dam and other private property repairs?

Richland County, South Carolina Operating Environment (Continued)

- SC DOR Review?/Audit? of Transportation Penny Sales Tax Program
 - Recommendations? Requests? Demands? Commands (i.e., Orders)?
 - Authority?

- Leadership Turnover
 - Special election for vacant Council seat
 - Nov 2016 elections for 6 Council seats
 - Administrator retiring (Interim/New Administrator)

- Local Government Fund and unfunded mandates
 - Elections
 - Health care

Transportation Penny Program

- November 2012 Referendum
- “...to determine whether a majority of qualified electors of the County are in favor of imposing a one percent sales and use tax in the County and issuing general obligation bonds not to exceed \$450,000,000.”
- 3 Project Categories
 - Improvements to highways, roads, streets, intersections, bridges, related drainage systems
 - Continued operation of mass transit by CMRTA
 - Improvements to pedestrian sidewalks, bike paths, intersections and greenways.

“Oversight/Accountability/Watchdog Committee”

- “An oversight/accountability/”watchdog” committee was approved. Membership / duties of this Committee TBD.”
 - Is such a committee a...
 - “Have to have?” (Required by law or authority)
 - “Need to have?” (Meets a gap or need)
 - “Nice to have?” (Neither required nor essential, but desirable)

Watchdog Committee

“Have to have?”

- ❑ Is there a Penny Program requirement to have an oversight/accountability/watchdog committee?
 - Is such a group a “**have to have**” (required by law/authority)?
 - ❑ If so, where is the authority imposing this requirement?
 - ❑ Federal law? State law? County Ordinance? Other?
 - Requirement for certain size or composition?
 - Requirement for the number or frequency of meetings?
 - Requirement to have such a committee for a certain period? (For the length of the program?)

Watchdog Committee

“Need to have?”

- ❑ Is there a Penny Program need to have an oversight/accountability/watchdog committee?
 - Is such a group a “**need to have**” (meets a gap or need)?
- ❑ If so, what is the need?
- ❑ Does an appointed group typically oversee those who do the appointing?
- ❑ Are there any other instances where Council has appointed a citizens group to oversee its programs? If so, what other programs does Council have overseen by non-County personnel?

Watchdog Committee

“Nice to have?”

- If there is no requirement to have such a committee, and no need either, is it still nice to have an oversight group? Why?
 - What Richland County government benefit is there to a Transportation Penny Program oversight committee?
 - What is the “value added?”
 - Does such a committee fill a gap or a need not met by County Council, County departments such as Administration and the Transportation Department, internal auditing processes, external audits and South Carolina Department of Revenue audits?
 - “Nice to have” is something that is neither required nor essential. Critical to understand this for operational issues, resource constraints, morale, etc.

Transportation Penny Advisory Committee (TPAC)

- 15 members
 - Richland County 7
 - City of Columbia 3
 - Town of Arcadia Lakes 1
 - Town of Blythewood 1
 - Town of Eastover 1
 - City of Forest Acres 1
 - Town of Irmo 1

- RC Council Chair appoints 2 Council honorary members
- Chair, Vice Chair, Secretary
- “...with a goal of having the ‘3 modes of transportation’ represented”
(Report of the Joint Transportation Committee, September 18, 2012)

TPAC Assessment as of March 2016

- Council's overall assessment of the Transportation Advisory Committee since its creation up to today.
- Programmatic review.

TPAC

Rules of Procedure

- “Functions, Duties, and Power”
 - a) “The Committee shall provide a recommendation on any modification to the projects list not consistent with the generic description of the project...”
 - b) “...recommend any reordering of the prioritization of the projects list.”
 - c) “...provide quarterly reports to each respective jurisdiction from which they are appointed.”
 - d) “...review the proposed Scope of Services for the Request for Proposals (RFP) for the Program Management Team and make recommendations as needed.”

TPAC

Rules of Procedure

- “Functions, Duties, and Power” (continued)
 - e) “...make recommendations for a financial review of the Transportation Penny as needed. (Note: A financial audit will be undertaken annually).”
 - f) “...is authorized to make recommendations to the CMRTA Board, and to any other governing body with regards to the Transportation Penny.”
 - g) “...perform all other additional duties as assigned by the Richland County Council.”

TPAC

“Functions, Duties, and Power”

a) “The Committee shall provide a recommendation on any modification to the projects list not consistent with the generic description of the project...”

- Has TPAC had an opportunity to perform this function, duty or power yet?
- Council/Staff evaluate that performance as _____.
- This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____.
- This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

b) “...recommend any reordering of the prioritization of the projects list.”

- Has TPAC had an opportunity to perform this function, duty or power yet?
- Council/Staff evaluate that performance as _____.
- This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____
_____.
- This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

c) “...provide quarterly reports to each respective jurisdiction from which they are appointed.”

- Has TPAC had an opportunity to perform this function, duty or power yet?
- Council/Staff evaluate that performance as _____.
- This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____.
- This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

d) “...review the proposed Scope of Services for the Request for Proposals (RFP) for the Program Management Team and make recommendations as needed.”

- Has TPAC had an opportunity to perform this function, duty or power yet?
- Council/Staff evaluate that performance as _____.
- This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____.
- This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

- e) “...make recommendations for a financial review of the Transportation Penny as needed. (Note: A financial audit will be undertaken annually).
- Has TPAC had an opportunity to perform this function, duty or power yet?
 - Council/Staff evaluate that performance as _____.
 - This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____.
 - This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

f) “...is authorized to make recommendations to the CMRTA Board, and to any other governing body with regards to the Transportation Penny.”

- Has TPAC had an opportunity to perform this function, duty or power yet?
- Council/Staff evaluate that performance as _____.
- This function, duty or power furthers Richland County’s strategic and operational goals for the Transportation Penny Program by _____.
- This function, duty or power will be necessary throughout the life of the Penny Program? Y/N If yes, why?

TPAC

“Functions, Duties, and Power”

g) “...perform all other additional duties as assigned by the Richland County Council.”

- What else, if anything, does County Council want the TPAC to do?
 - Not “what does the TPAC want the TPAC to do.”
 - Not “what does staff want the TPAC to do.”
 - Not “what does the South Carolina Department of Revenue want the TPAC to do.”
 - **All other input can be considered and given the weight it is due, but the TPAC is a County Council entity and should further Council’s vision, intent and goals.**

TPAC Assessment as of March 2016

- As of March 2016, thirty-six (36) months into the Transportation Penny Sales Tax Program, Council determines overall the TPAC:
 - Has furthered Richland County's strategic vision and operational goals.
 - Has had no impact on Richland County's strategic vision and operational goals.
 - Has Been detrimental to Richland County's strategic vision and operational goals.

TPAC to TPOC?

- Has Council sufficiently assessed the TPOC to date to be in a position to consider changes to it, including the fundamental move from an “advisory” committee to an “oversight” body?
- **NOTE: If not, may want to STOP here until assessment of TPAC to date is completed.**

TPAC Email to Ad Hoc Transportation Committee Chair, February 18, 2016

- TPAC's comments on Council's motions "to restructure and strengthen the TPAC."
 - "The motions had the effect of prompting a broader TPAC discussion about the need for a comprehensive and coherent framework for transforming the TPAC so it has the mandate and capacity to provide for effective citizen oversight of the Richland County Transportation Penny Program. As a result, the TPAC developed and unanimously adopted the recommendations set forth in the attachment to this email."

TPAC Recommendation No. 1

- “The Transportation Penny Advisory Committee recommends that Richland County Council authorize, execute, and fund the following.”
- 1) Change the name of the current “Transportation Penny Advisory Committee” (TPAC) to the “Transportation Penny Oversight Committee” (TPOC)
- **Decision Point:** Does Council want to change TPAC’s name to TPOC and have an oversight committee instead of an advisory committee?

TPAC Recommendation No. 2

- “The Transportation Penny Advisory Committee recommends that Richland County Council authorize, execute, and fund the following:”
- 2) Establish that the broad purpose of the TPOC is to:
 - (a) Provide independent, citizens-based oversight of Transportation Penny implementation;

Decision Point: Does Council want the TPAC to provide independent, citizens-based oversight of Transportation Penny implementation?

TPAC Recommendation No. 2 (continued)

2) Establish that the broad purpose of the TPOC is to:

...(b) Ensure fiscal and programmatic integrity, ethical and equitable implementation, and accountability of the Transportation Penny;

Decision Point: Does Council want the TPAC to be responsible for ensuring fiscal and programmatic integrity, ethical and equitable implementation, and accountability of the Transportation Penny?

“[NOTE: It is stipulated that Council will consult with the County Attorney to determine if #2(b) above creates potential liability for TPOC members.]”

TPAC Recommendation No. 2 (continued)

2) Establish that the broad purpose of the TPOC is to:

...(c) Review, comment on, and make recommendations to Richland County Council on Transportation Penny matters before they are considered by Council;

Decision Point: Does Council want the TPAC to review, comment on, and make recommendations to Richland County Council on Transportation Penny matters before they are considered by Council;

TPAC Recommendation No. 2 (continued)

2) Establish that the broad purpose of the TPOC is to:

...(and) (d) ensure transparency of Transportation Penny implementation, and inform the public of implementation progress and problems.

Decision Point: Does Council want the TPAC to ensure transparency of Transportation Penny implementation, and inform the public of implementation progress and problems?

TPAC Recommendation No. 3

3) Describe, and provide an organization chart that illustrates the independent role of the TPOC in relation to the Transportation Penny Program. Require TPOC to review and comment on recommendations from the Department of Transportation / Program Development Team to County Council, before the recommendations are presented to Council.

Decision Point: Does Council want to describe, and provide an organization chart that illustrates the independent role of the TPOC in relation to the Transportation Penny Program, and require TPOC to review and comment on recommendations from the Department of Transportation / Program Development Team to County Council, before the recommendations are presented to Council?

TPAC Recommendation No. 4

4) Establish that the process for appointing and removing TPOC members, and the structure and organization of the TPOC, will be the same as for the TPAC.

Decision Point: Assuming Council changes the TPAC to the TPOC, does Council want to establish that the process for appointing and removing TPOC members, and the structure and organization of the TPOC, will be the same as for the TPAC?

TPAC Recommendation No. 5

5) Appoint future TPOC members who have either transportation mode, business, community, or professional experience that enables them to assist the TPOC in fulfilling its purposes and executing its responsibilities. Ensure that persons seeking appointment to the TPOC have the commitment and time to serve diligently. Require persons seeking appointment to sign a no-conflict of interest statement.

Decision Point: Assuming Council changes the TPAC to the TPOC, is Council interested in adopting the recommendations in #5?

TPAC Recommendation No. 6

6) Establish that the person serving as Chair of the TPOC, or a TPOC member designated by the Chair, will be a non-voting member of Richland County Council's Ad Hoc Transportation Committee. Delineate the Chair's role and responsibilities as the liaison between the TPOC and the Ad Hoc Transportation Committee.

Decision Point: Assuming Council changes the TPAC to the TPOC, does Council want to establish that the person serving as Chair of the TPOC, or a TPOC member designated by the Chair, will be a non-voting member of Richland County Council's Ad Hoc Transportation Committee?

TPAC Recommendation No. 7

7) Delineate specific responsibilities of the TPOC Chair and Vice-Chair.

Decision Point: Assuming Council changes the TPAC to the TPOC, what responsibilities does Council want that Committee's Chair and Vice-Chair to have?

TPAC Recommendation No. 8

8) Provide that the TPOC has the authority and funding to retain an independent staff person or consultant, and other technical assistance necessary for the TPOC to function effectively. Individuals and/or private organizations the TPOC retains will be solely accountable to the TPOC and serve at its pleasure.

[Note: It is stipulated that before the TPOC retains each staff/consultant, it will draft a work plan for each position. This plan will guide the development of a statement of qualifications the TPOC and the County Office of Procurement will use in the recruitment and selection of staff/consultant.]

TPAC Recommendation No. 8

(continued)

- [Note: It is stipulated that the TPOC will collaborate with the County Office of Procurement to ensure that the process of seeking, selecting, and employing or terminating persons for staff/consultant positions complies with the County procurement ordinances/process.]
- [Note: It is stipulated that the TPOC Chair will appoint a committee of TPOC members to select and interview persons applying for staff/consultant positions, and to recommend one or more applicants for the TPOC's consideration.]

TPAC Recommendation No. 8 (continued)

- [Note: It is stipulated that the County will provide adequate office, telephone, Internet, copying capability, stationery, etc., necessary for the TPOC and any staff/consultant it retains to function effectively.]
- **Decision Points:** Assuming Council changes the TPAC to the TPOC, does Council want to provide that the TPOC has the authority and funding to retain an independent staff person or consultant, and other technical assistance necessary for the TPOC to function effectively?
- Does Council want individuals and/or private organizations the TPOC retains to be solely accountable to the TPOC and to serve at its pleasure?

TPAC Recommendation No. 9

- Direct the County Administrator and/or County Director of Transportation to serve as liaison and ensure cooperation between the TPOC (including any staff/consultants the TPOC retains) and staff of County departments/offices; also the Program Development Team. Such cooperation shall include overall financial reporting, procurement, and audit of the entire Penny program.

[Note: It is stipulated that the purpose of #9 above is to provide for the orderly and effective working relationship between the TPOC, including any TPOC staff/consultant, and staff or County departments/offices; also the Program Development Team.]

TPAC Recommendation No. 9 (continued)

- **Decision Points:** Assuming Council changes the TPAC to the TPOC, does Council want to direct the County Administrator and/or County Director of Transportation to serve as liaison between the TPOC (including any staff/consultants the TPOC retains) and staff of County departments/offices; also the Program Development Team?
- Assuming Council changes the TPAC to the TPOC, what role, if any, does Council want the TPOC to have with respect to overall financial reporting, procurement, and audit of the entire Penny program?

TPAC Recommendation No. 10

- Delineate the responsibilities of the TPOC to include:
 - (a) Meet at least once each month and as often as necessary to fulfill the TPOC's purpose and execute its responsibilities;
 - (b) Conduct public meetings and hearings to obtain information and perspectives necessary for the TPOC to fulfill its purpose and execute its responsibilities;
 - (c) Recommend any modification to the Transportation Penny projects list not consistent with the generic description of the project(s);

TPAC Recommendation No. 10

(continued)

- (d) Recommend and reordering of the prioritization (if applicable) of the Transportation Penny projects list;
- (e) Annually review and make recommendations regarding the Comprehensive County Transportation Improvement Program;
- (f) At the TPOC's discretion, inquire about and review any contracts or sub-contracts paid from Transportation Penny revenue. Report any problems, issues, or discrepancies to the Richland County Internal Audit Committee or Council, as applicable.

TPAC Recommendation No. 10

(continued)

- (g) At the TPOC's discretion, review monthly expenditure reports provided by the County and/or the Program Development Team to ensure compliance with the Transportation Penny ordinance. At any time, request copies of all monthly invoices for Penny expenditures. Refer any potential discrepancies to the Richland County Internal Audit Committee for review and report;
- (h) Retain an independent auditor who is a certified public accountant to conduct an annual financial compliance and performance audit of expenditures from Penny revenue. If the County has conducted an independent audit, review such audit and present the TPOC's comments to Council;

TPAC Recommendation No. 10

(continued)

- (i) Review and comment on drafts of proposed major County and Program Development Team public information documents intended to communicate to the public the plans, status, and results of Transportation Penny implementation, including financial reports;
- (j) Establish and maintain a telephone number with recorded message capability, and an email address, to receive unsolicited information about suspected financial, conflict-of-interest, or other serious irregularities regarding implementation of the Richland Penny Program.

[Note: It is stipulated that the TPOC will approve any TPOC-related text posted on the www.rcgov.us or www.richlandpenny.com web sites.]

TPAC Recommendation No. 10 (continued)

- Decision Point: Assuming Council changes the TPAC to the TPOC, is Council interested in adopting the duties set forth in TPAC recommendation No. 10?

Planning Considerations

- Does Council want an independent Advisory group relative to the Penny Program?
- Does Council want an independent Oversight group relative to the Penny Program?
- Does Council want either an Advisory or an Oversight group?
- What benefit does/would County Council derive from either group?
- Why was the TPAC established?
- Council's vision for the TPAC?
- Purpose of the TPAC?
- What benefit does County Council derive from TPAC?
- Any costs or downside to the TPAC?

Planning Considerations (continued)

- Do TPAC members have any particular expertise in transportation and other areas related to their current duties and functions? What?
- Does providing support to the TPAC further the Penny's mission and purposes? Take away from them? Have no impact?
- Do TPAC members have a clear understanding of their mission?
- If SC DOR is willing to audit the Penny Program free of charge, is further oversight by TPAC or any other non-County entity or personnel needed?
- How would the Penny Program be any different if there were no TPAC?
- Is the TPAC appropriately sized/composed? Too big? Too small? Just right?

Planning Considerations (continued)

- Meetings—how often does the TPAC meet? Why? How often should it meet? Why not meet as needed (if needed)?
- What are the TPAC’s “due outs?” Reports (regular, interim, final?)
- Does TPAC have the subject matter expertise to conduct or to direct a financial or other audit?
- How will TPAC/TPOC “ensure transparency of Transportation Penny implementation, and inform the public of implementation progress and problems?”
- How does TPAC/TPOC intend to “ensure fiscal and programmatic integrity, ethical and equitable implementation, and accountability of the Transportation Penny?”

Planning Considerations (continued)

- Regarding non-voting liaison members, does County Council have any other non-Council members serving on Council committees?
- What benefit does County Council derive from TPAC?
- List TPAC accomplishments.
- Staff resources needed to support?
- Is the TPAC self-sufficient? If not, what are its needs? What impact do those needs and requests have on County staff, resources and finances?
- Does TPAC need to meet more often, less often, or at about the same frequency?

Planning Considerations (continued)

- What are the TPAC's contributions to the Penny Program to date?
- What personnel, resources and time demands are there in supporting the TPAC?
 - Would those demands increase, decrease or stay about the same if the TPAC's vision for the TPOC were approved?
- Can TPAC's recommendations be accomplished under the County's current ordinances, policies and procedures?

Planning Considerations (continued)

- How could TPAC/TPOC “retain” staff or consultant(s)?
 - Pay
 - Taxes, withholding
 - Health insurance
 - Independent contractor(s)
 - Exempt or non-exempt (Fair Labor Standards Act)
 - Budget to pay staff or consultant(s)
 - Who is responsible for the budget?
 - Workers’ Comp?
 - Liability?
 - Offices, equipment, etc.?

Any Questions?





Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	November 20, 2020	Meeting Date:	December 08, 2020
Legal Review	Elizabeth McLean via email	Date:	December 01, 2020
Budget Review	James Hayes via email	Date:	December 02, 2020
Finance Review	Stacey Hamm via email	Date:	December 02, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Sewer Ad Hoc Committee		
Subject:	Eastover Plant Upgrades – Southeast Sewer Project Flow Increase		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the additional services for rehabilitation work at the Eastover Wastewater Treatment Plant (WWTP) listed herein and added to Tom Brigman Contractors, Inc.’s current Division 2 Contract for the Southeast Sewer and Water Expansion Project (Project). The rehabilitation work at the Eastover WWTP will bring the plant to its full rated capacity of 750,000 gallons/day and enable the County to take on the additional sewer flows from the transfer area and other customers along the project route once the project comes online.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Southeast Sewer and Water project has sufficient funds allocated to pay for the change orders and additional services for the project. Current funds will cover the estimated cost not to exceed \$450,000 for the additional services.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Though the current WWTP is permitted for 750,000 gallons per day, only one-half of the WWTP is needed to serve the existing operational demand (see images below from 2012 to 2020). If additional flows are added to the current flows, all of the plant capacity available is necessary for operations. Also, because we will receive flows totaling 90% or more of the rated capacity, the County will need to continue its current plan for submitting a preliminary engineering report for the design and permitting of an upgrade at the WWTP over the next few years.

Eastover WWTP Circa 2012



Eastover WWTP Circa 2020



MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Eastover WWTP repair and maintenance work is mandatory for the plant to operate at full capacity and to be able to receive the flows from the Southeast Sewer and Water Project. The current plant has a rated capacity of 750,000 gallons/day, but it is only able to run at 375,000 gallons/day with reliable capacity since only half of the plant is in operation. When the project is completed, the plant is expected to receive about 700,000 gallons/day as opposed to an average of only 120,000 gallons/day from the Town of Eastover and Kemira. Due to the low flows received at the plant historically, there has not been any need for the plant to operate at its full design capacity. However, with the large volume of flow that will be delivered from the project, we will need to be at full capacity to take on the additional flows. Performing these repairs will put us on schedule for a plant to be at full capacity before the project is completed in July 2021.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Eastover WWTP rehabilitation is listed on the attached Brigman quote. Quotes were requested from the contractors currently working on the project and were received and evaluated by the project consultant, Joel Woods & Associates. The recommendation was to award the work to Brigman who has plant repair experience as well as provided the lowest total quoted price of \$437,374.05. We are requesting approval of a “not to exceed” amount of \$450,000 which gives us a contingency to cover unforeseen items of about 2.5%.

ATTACHMENTS:

1. Brigman Quote

Attachment 1 – Brigman Quote

Date of Quote: 11/12/2020 3:02:00 PM

Job Name: Eastover Wastewater Plant Rehabilitation

Project: Southeast Water and Sewer Expansion Project - Division 2

Contractor: Tom Brigman Contractors, Inc.

Item No.	Item Description	Item Cost
1	Contractor Mobilization	\$ 7,187.50
2	Weir Plates	\$ 7,150.00
3	Electrical Connections	\$ 23,000.59
4	Mixer Guide Rail in Basin #1	\$ 15,370.00
5	Install (1) New and (3) Existing Mixers	\$ 31,687.50
6	Hoists for Each Mixer	\$ 45,001.14
7	Install Existing Mixers in Basin #2	\$ 11,625.00
8	Not Used	\$ 0.00
9	Floating Decanter, Pump, and Piping	\$ 25,638.64
10	Replace Gate Valves at Contact Chamber with Plug Valves	\$ 76,750.00
11	Replace SBS Discharge Piping	\$ 15,637.50
12	Refrigerated Influent Sampler and Cover	\$ 13,837.50
13	Add Cover Over Existing Effluent Sampler	\$ 6,250.59
14	Magnetic Flow Meter in Precast Vault at Pump Station	\$ 65,763.64
15	Clean Walls in Basin #1	\$ 58,125.00
16	Remove and Dispose of Sludge	\$ 15,286.95
17	Assist Plant Operators with Start-Up	\$ 19,062.50
	Sub-Total	\$ 437,374.05
	Contingency	\$ 12,625.95
	Total	\$ 450,000.00



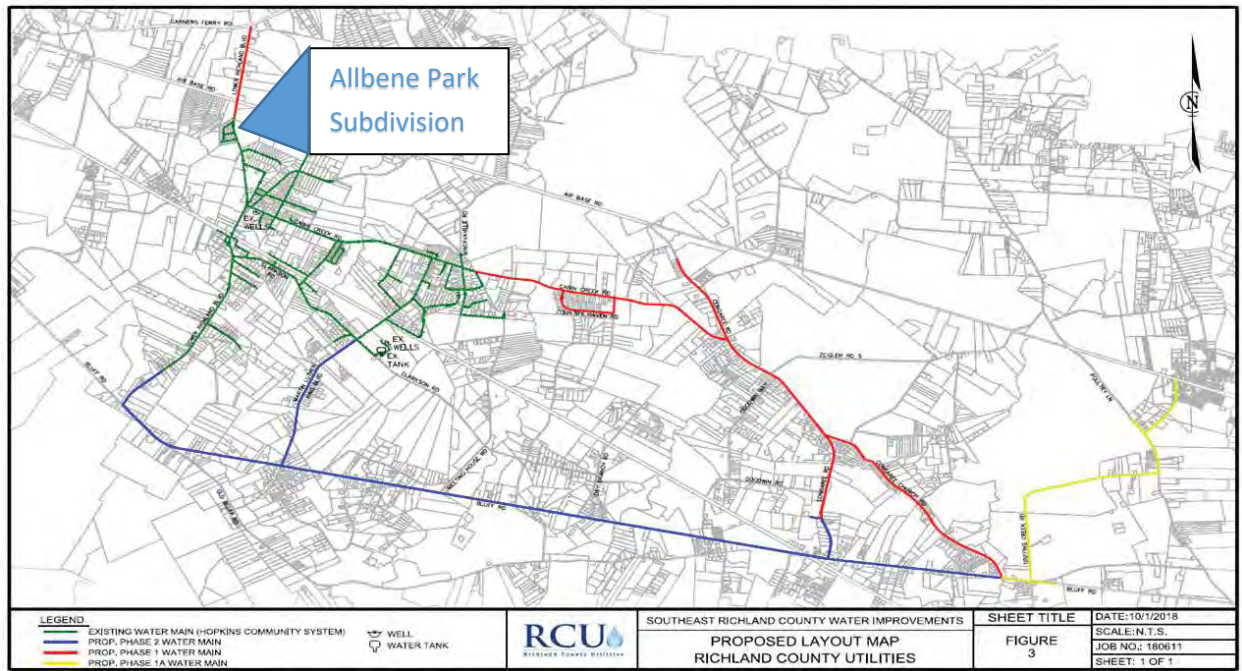
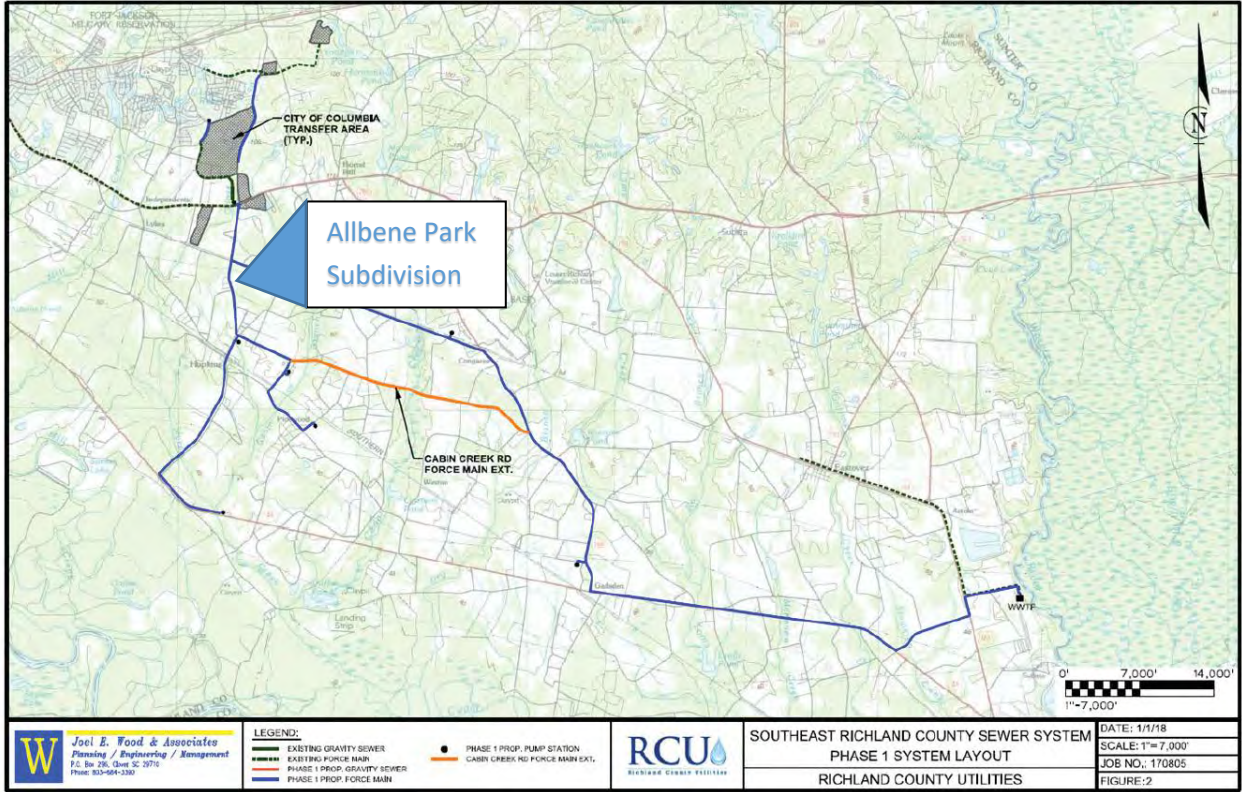
Memorandum

To: Chair of the Committee and the Honorable Member of the Sewer Ad Hoc Committee
Prepared by: Bill Davis, Director
Department: Utilities
Date Prepared: December 5, 2020 **Meeting Date:** December 8, 2020

Legal Review	Brad Farrar	Date:	December 7, 2020
Budget Review	James Hayes	Date:	December 6, 2020
Finance Review	Stacey Hamm	Date:	December 7, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Sewer Ad-Hoc		
Subject:	Sewer Service for Allbene Park		

Background:

The last change in the design that we could identify was presented to council for The Southeast Sewer and Water Expansion Project (SESWEP) design plan for Phase 1 was as presented on May 21, 2019, see Attachment 1A – Council BD from 5-21-2019 and Attachment 1B – Council Minutes from 5-21-2019 (see Item 20.e on page 24). The construction of Phase 1 Divisions 1 and 2 of the project (the “backbone” of the system) were approved by council on December 17, 2019, see Attachment 1C – Council BD from 12-17-2019 and Attachment 1D – Council Minutes from 12-17-2019 (see Item 9.c on page 4). Sketches of the original plans for sewer and water are shown below. Phase 1 is currently under construction with a total of four (4) “Divisions” and is scheduled to be completed by July, 2021. Sketches of the original plans for sewer and water are shown below (Allbene Park has been identified on each map with a label). The current water and sewer plans under construction are included in the weekly project report, see Attachment 2 – SESWEP Weekly Report.



Allbene Park is an existing 42-home residential development located in the Hopkins area of Richland County, see image below for location and lot layout from the Richland County GIS. Currently, all 42 homes are on septic tanks. The SESWEP included water service for Allbene Park in Phase 1, however the closest sewer line in Phase 1 is a forcemain located on Lower Richland Boulevard. Allbene Park sewer service was not included as part of the approved Phase 1 Project Divisions.



Allbene Park and other areas desiring sewer service or where developers are inquiring about service are being considered for sewer service as staff defines the boundaries for the Phase 2 Project area. A Preliminary Engineering Report (PER) for Phase 2, along with subsequent design Project “Divisions”, will be developed as part of our Capital Improvement Plan for 2021 in conjunction with recommendations in the PER.

The Sewer Ad-Hoc committee has requested more information regarding sewer service to Allbene Park as part of Phase 1 of the SESWEP. It is our understanding that Mr. Joel Wood and Councilwoman Myers attended multiple public meetings with residents in the Allbene Park subdivision. It was brought to staff’s attention by Councilwoman Myers that Mr. Wood promised sewer service to the residents of Allbene Park, see Attachment 3 – Email with replies from Councilwoman Myers and Councilman Malinowski.

Staff located a BD that was requested by Councilwoman Myers for Allbene Park and other areas in consideration for sewer service, see Attachment 4 – BD Allbene Park Bluff Road Community and St Johns Church 06-16-20. This BD was sent to Councilwoman Myers by staff and subsequently put on hold, see Attachment 5 – Email from Councilwoman Myers.

In order to connect Allbene Park to the sewer forcemain, a sewer collection system must be designed and constructed that will allow gravity flow to collect sewer and transport it to a pump station that will pump the sewer from the neighborhood and preferably other areas to the forcemain on Lower Richland Boulevard. Pump stations are the highest cost item in the collection system. The capital cost for developing a sewer collection system is greatly reduced by the number of customers that are connected to each pump station. If a decision to move ahead with a separate design to serve only Allbene Park is presented, the estimated cost for the design and construction of this system is \$1,482,000.00. This project is not in the budget for the Phase 1 Divisions 1-4. The project will have to be approved by full council and then it will have to be surveyed, designed, easements obtained, permits acquired, and bids received in order to proceed with construction. The time frame for a typical project like this is about 6-12 months for design and 9-12 months for construction (15-24 months total following council approval).

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050


Agenda Briefing

To: Richland County Council
Prepared by: Shahid Khan, Director, Richland County Utilities
Department: Utilities
Date Prepared: May 14, 2019 **Meeting Date:**

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator	Sandra Yúdice, Ph.D.	

Committee

Subject: Design of Southeast Water system expansion project (Phase 1)
 Design of Southeast Utility System expansion

Recommended Action:

- a. A change order to the engineering services contract with Joel Wood & Associates for the Southeast sewer expansion project. The change order would require the reallocation of funds (\$270,000) from the sewer expansion project to initiate the procurement process for engineering services for the Southeast water expansion project.
- b. Include the reallocated funds in the FY 2020 budget to replenish funds for the sewer expansion project.
- c. Replace connector along Cabin Creek Road to accommodate citizen input provided to Council in public meetings, and most recently during a Community Meeting attended by Acting County Administrator Thompson, Councilwoman Myers, and Councilwoman Newton. This addition will allow approximately 100 additional homes to connect to the sewer system, reducing overall costs. (See figure 2).

Motion Requested:

“Move that Council approve (1) the design and construction of the Southeast Water the reallocation of \$270,000 from the Southeast sewer expansion project to the Southeast water expansion project; (2) a change order to the contract with Joel Wood & Associates for the Southeast sewer expansion project to allow engineering services for Southeast water expansion project; and (3) to authorize the reallocated funds (\$270,000) to be included back in the Southeast sewer expansion project in FY 2020.

“Move that Council approve that proposed Southeast sewer expansion layout as modified to extend the sewer line along Cabin Creek to connect to the sewer line on Congaree road.”

Fiscal Impact:

At this time, there is no fiscal impact for this project as previously appropriated funds will be reallocated from the sewer project to water project. Funds required are available in the allocation of engineering services for sewer expansion project. Reallocated funds will be replenished in the FY 2020 budget for the sewer expansion project.

Motion of Origin:

<i>Council Member</i>	Dalhi Myers, Vice-Chair, District 10
<i>Meeting</i>	n/a
<i>Date</i>	5/14/2019

Discussion:

The Southeast region has been identified as a community with urgent need for safe water supply. Currently, the majority of citizen in this region depend largely on the use of privately owned wells many of which are in poor conditions and considered a health risk to its users. The unavailability of county owned/managed water facility within this region has limited the capacity to expand water services and provide safe water supply to the citizens within the Lower Richland area. To address this need and following directives by County Council, a feasibility study was conducted and presented to Council’s Development and Services Committee on October 23, 2018. This study identified areas for potential growth, recommended best engineering alternatives and the most cost-effective method to meet the desired goals for water supply in the region. Subsequently, County Council reviewed and approved the Water Feasibility Study on November 13, 2018, which recommended the system expansion for Southeast water as indicated in Fig 1 attached. It was also stated that the such system expansion will provide:

- Opportunity for safe dependable water supply and distribution system for existing customers and future users.
- Availability of a safe and dependable water source that meets SCDHEC standards to the residents.
- Prevents residences from reliance on currently contaminated individual wells for water supply.

Summary of Feasibility Report Southeast:

Richland County Utilities (RCU) owns, operates and maintains water systems in the planning area (i.e. Hopkins and Pond drive). The feasibility study proposed the expansion of the existing Hopkins water system. Figure 1 shows the planning areas and the recommended layout out for proposed water expansion. The proposed plan was presented as a preliminary layout with the potential to evolve to address identified needs and citizen’s inputs.

Pending Issue(s):

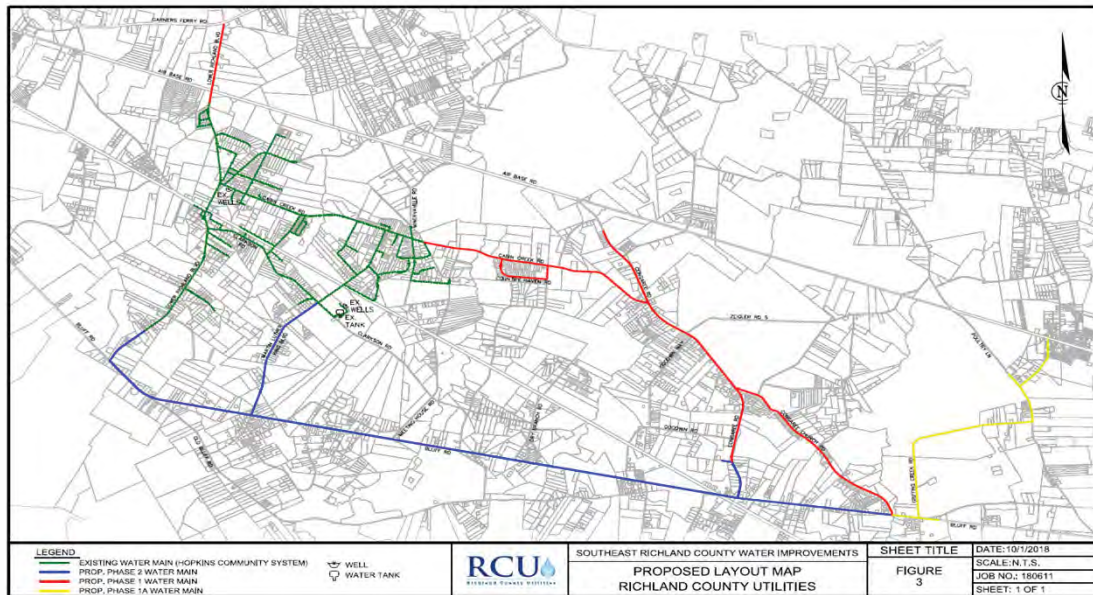
On October 2, 2019, the County Council approved the design of an amended layout for the Southeast sewer expansion project and consequently approved funds (\$750,000) to procure engineering services for the approved layout. Following the required procurement process, engineering services for the approved layout was awarded to Joel Woods & Associate. A review of the approved layout for sewer expansion and

the preliminary layout for water expansion shows that a significant portion of the proposed sewer lines will be installed along the same route of the proposed for water expansion. (See Figures 1 & 2). Typically, the design and construction of “similar” utilities (such as sewer and water lines) requires a number of project items that are either interdependent of the same activity (e.g. survey, land clearing, engineering design, permit approval etc.). Since both the sewer and water projects are within the same region, a simultaneous execution of both projects can potentially save time and total projected cost. Also, because both projects are within the same area, communications with citizens within the community is optimized to address both projects at every scheduled meeting. Richland County Utilities recently requested for a proposal from Joel Woods & Associates for engineering services for Southeast water expansion project. The proposal received is attached.

Attachments:

- Joel E. Wood & Associates Change Order Cost Proposal
- October 23, 2018, Presentation to the D&S Committee (excerpt)

Figure 1: Preliminary Layout Water Expansion

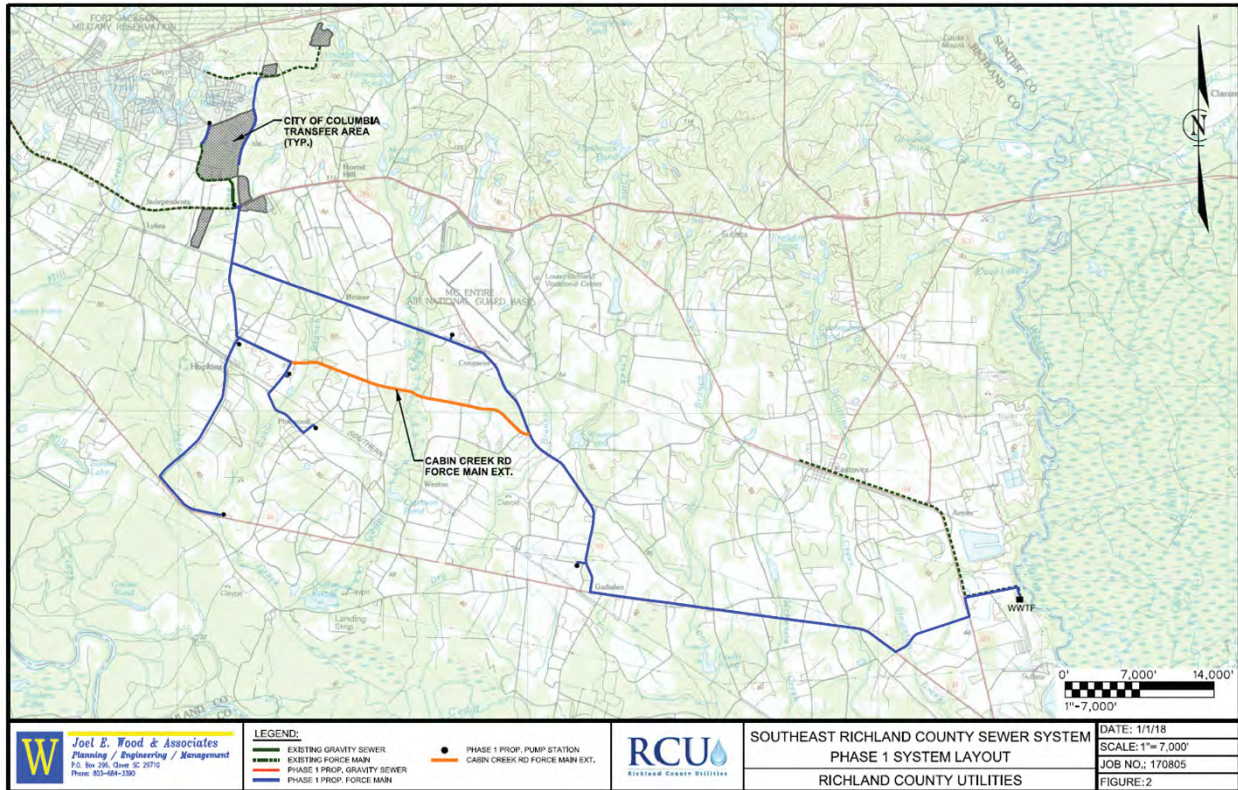


**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Figure 2: Proposed Layout Sewer Expansion





May 15, 2019

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

Mr. Shahid Khan, Director
Richland County Department of Utilities
7525 Broad River Road
Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY WATER PROJECT
FEE PROPOSAL CO #1**

Dear Mr. Khan:

In the Kick-Off Meeting for the Southeast Richland County Sewer Project on April 30, 2019, Councilwoman Myers expressed a concern that we were not also preparing plans for water lines to serve the area that will be served by the sewer project. As you know, we prepared and presented a "Feasibility Study" for providing water service to Southeast Richland County and we were the design engineers for the original Hopkins Community Water System. We are now working on field surveys and plan preparation for the Southeast Richland County Sewer System. The proposed project location for the water lines as outlined in the "Feasibility Study" is in essentially the same area that we are now working in for the sewer project. I am attaching a map showing the proposed location of the water project that is similar to the route for the Southeast Richland County Sewer Project.

Richland County staff has asked us to provide a cost to prepare plans for Phase 1 of the water system as shown on the attached map. While we are surveying in this area and providing plans for the sewer system, we can prepare the plans for submittal to South Carolina Department of Health and Environmental Control (SCDHEC) for a lump sum fee of \$201,450.00.

Subsequently, staff has requested that we include the waterlines as shown on the attached map as Phase 1A in the revised project that will provide water service to Southeast Richland County. While we are surveying in this area and providing plans for the sewer system, we can include Phase 1A as a part of this project for a lump sum fee of \$55,000.00. This design will be done under the consideration that no new water sources (wells) or storage will be necessary. If the need for either arises during the design phase additional change orders may be required.

This change order will also include the design of a force main along Cabin Creek Road for the Southeast Richland County Sewer Project utilizing information developed on previous projects for Richland County. We can include the proposed force main extension down Cabin Creek Road as a part of this project for a lump sum fee of \$13,550.00. I am attaching a map showing the proposed location of the proposed force main extension in relation to the Southeast Richland County Sewer Project.

In addition, there could possibly be cost savings in construction if the projects are built together and the lines can be installed simultaneously. Sediment and erosion control features could be greatly reduced, the limits of disturbance would be reduced, seeding and mulching reduced and other similar items. We would be able to inspect the water and sewer projects for the same fee as in our original proposal for the sewer project and there would be no increase in construction period fees from those in our original proposal.

We have taken into consideration the variations in the routes and have included this in our cost. Richland County would be required to pay all review fees and arrange for project financing. We will provide any needed information to your financing agency for the project. Time is of the essence and we need to have an answer prior to the 30% project submittal date of June 7, 2019 for the sewer project if we are going to include the water project along with the sewer project and stay on schedule. Also, this will no longer be just a sewer project but a utility project providing both water and sewer service to the community.

As a summary see below for the lump sum fee of design for each additional item that will be added to the project scope as part of Change Order #1.

Item 1 - Southeast Richland County Water Phase 1 :	\$201,450.00
Item 2 - Southeast Richland County Water Phase 1A :	\$55,000.00
Item 3 - Cabin Creek Rd Force Main Extension :	<u>\$13,550.00</u>
Total Increase for CO #1 :	\$270,000.00

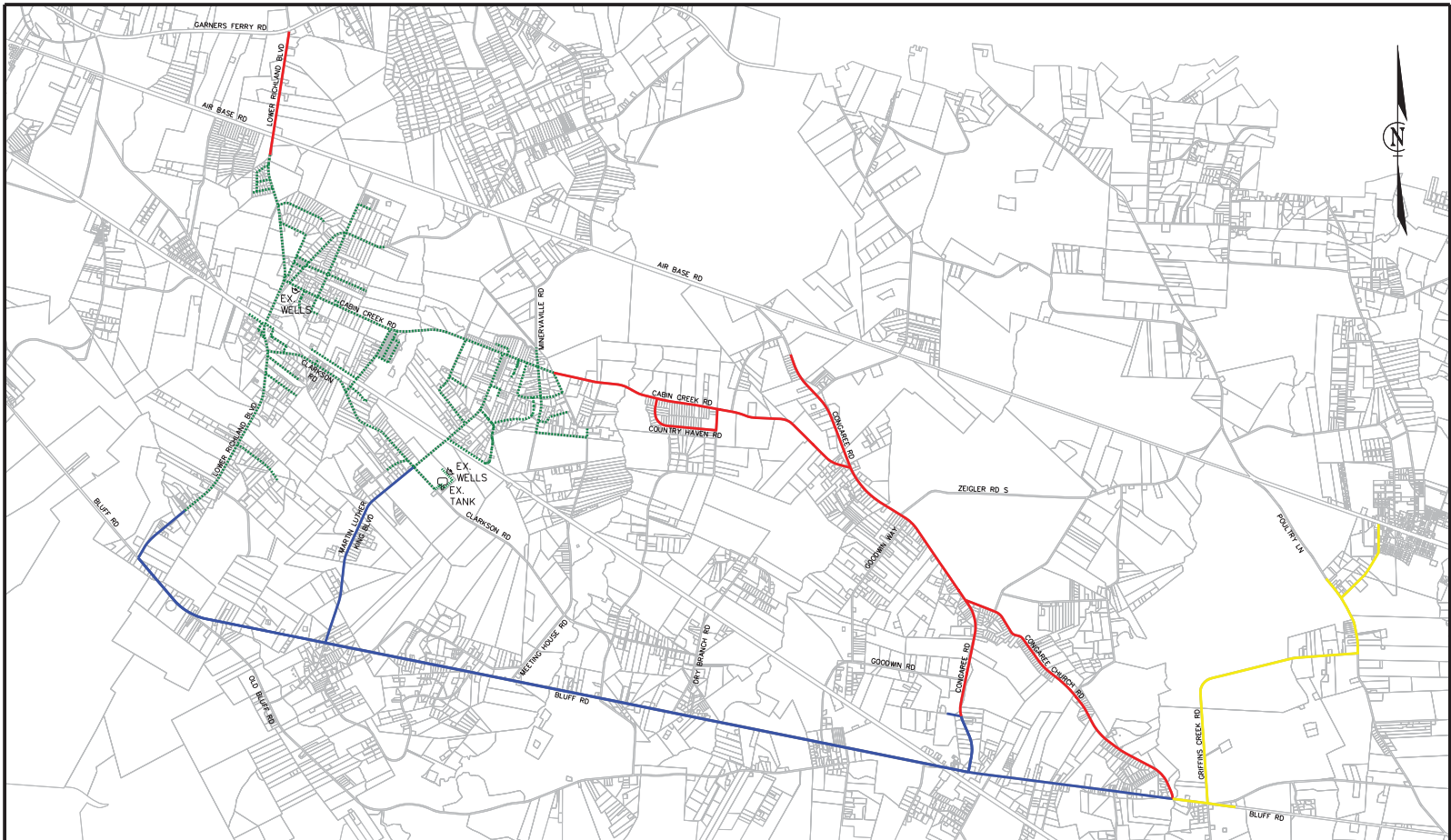
Should you have any questions or need any additional information, please feel free to contact me. We are available to meet and discuss the proposed change in project scope at your convenience.

Sincerely,

JOEL E. WOOD & ASSOCIATES, L. L. C.



Joel E. Wood, PE
Managing Partner

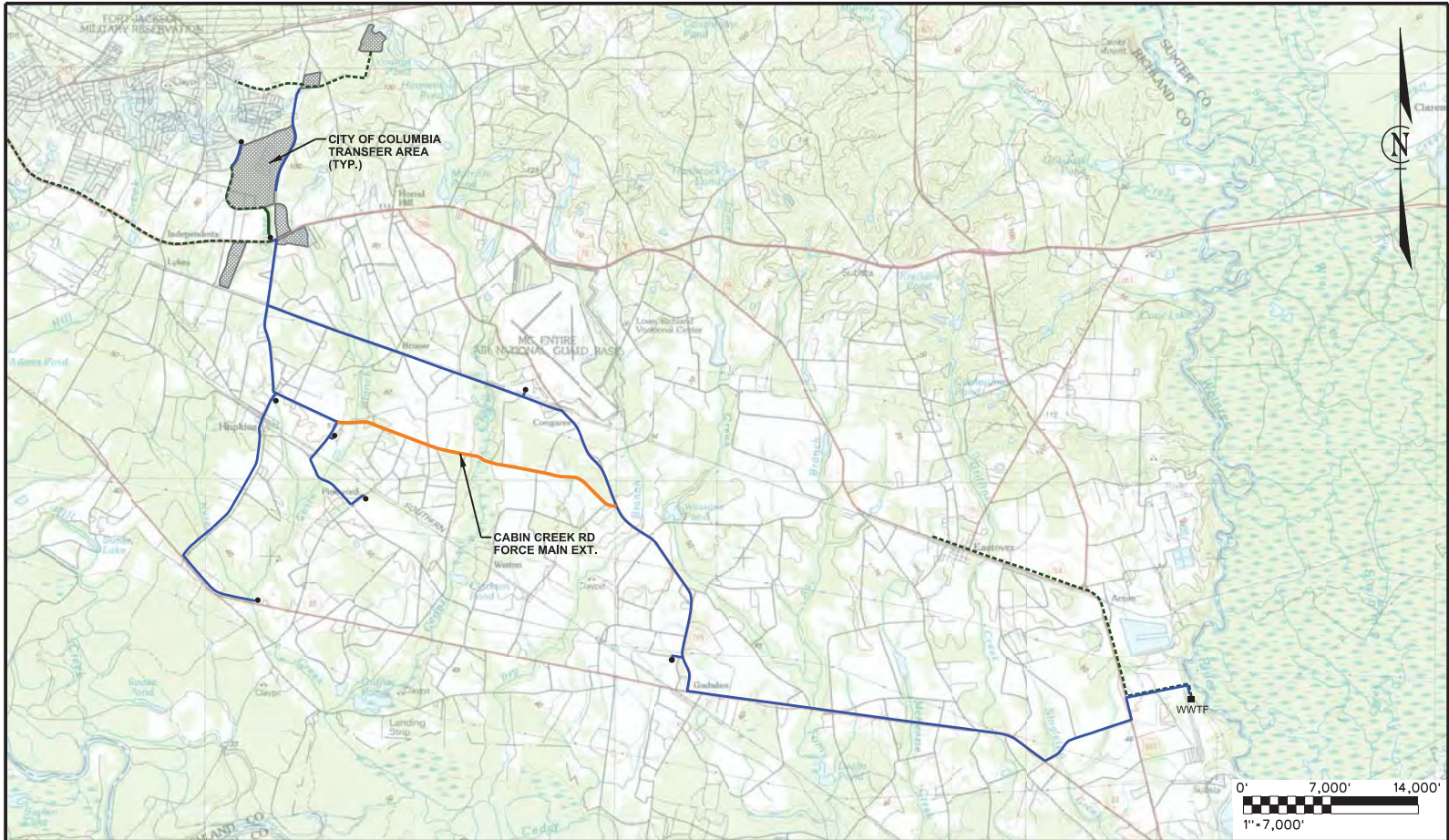


LEGEND	
	EXISTING WATER MAIN (HOPKINS COMMUNITY SYSTEM)
	PROP. PHASE 1 WATER MAIN
	PROP. PHASE 1A WATER MAIN
	PROP. PHASE 2 WATER MAIN
	WELL
	WATER TANK



SOUTHEAST RICHLAND COUNTY WATER IMPROVEMENTS
PROPOSED LAYOUT MAP
RICHLAND COUNTY UTILITIES

SHEET TITLE	DATE: 10/1/2018
FIGURE	SCALE: N.T.S.
3	JOB NO.: 180611
	SHEET: 1 OF 1



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

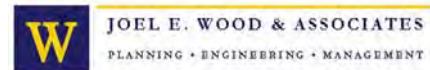
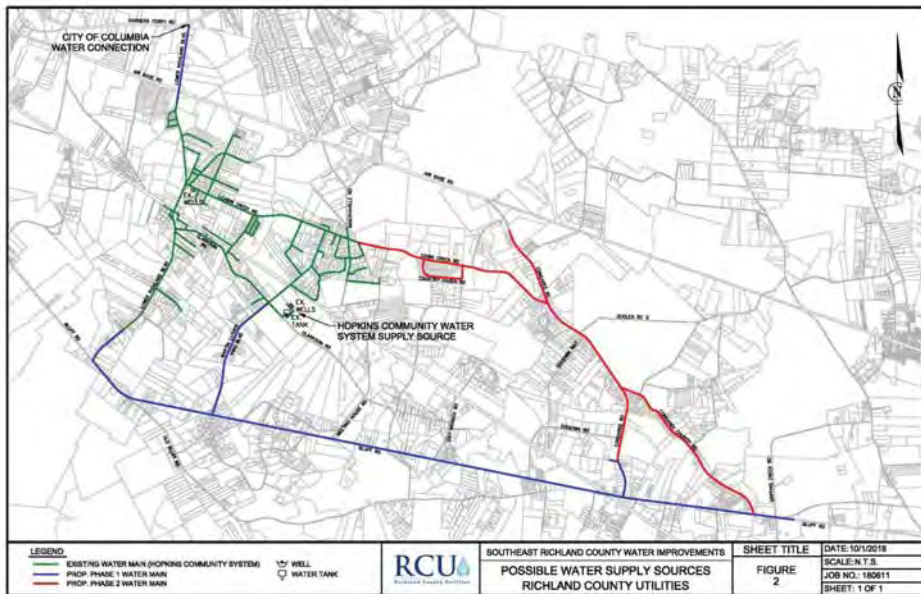
LEGEND:	
	EXISTING GRAVITY SEWER
	EXISTING FORCE MAIN
	PHASE 1 PROP. GRAVITY SEWER
	PHASE 1 PROP. FORCE MAIN
	PHASE 1 PROP. PUMP STATION
	CABIN CREEK RD FORCE MAIN EXT.



SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
 PHASE 1 SYSTEM LAYOUT
 RICHLAND COUNTY UTILITIES

DATE: 1/1/18
SCALE: 1"= 7,000'
JOB NO.: 170805
FIGURE: 2

IV. POTENTIAL PROJECTS & WATER SOURCES



VII. Summary & Recommendations for Southeast Project Area

SUMMARY

System Expansion Will Provide :

- Opportunity to provide safe dependable water supply and distribution system for approximately 505 existing customers and future users.
- Availability of a safe and dependable water source that meets SCDHEC standards to the residents.
- Prevents residences from reliance on currently contaminated individual wells for water supply.

The project as defined by this Report should not have an adverse impact on the environment.



Richland County Council
Regular Session
May 21, 2019 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio and Joe Walker

OTHERS PRESENT: Michelle Onley, Beverly Harris, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Jennifer Wladischkin, Trenia Bowers, Ashiya Myers, Sandra Yudice, Shahid Khan, Nathaniel Miller, Michael Niermeier, James Hayes, Ashley Powell, Dwight Hanna, Ismail Ozbek, John Hopkins, Tiffany Harrison, Jeff Ruble, Kimberly Williams-Roberts, Bryant Davis and Cathy Rawls

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Joe Walker
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joe Walker
4. **PRESENTATION OF PROCLAMATIONS**
 - a. Resolution Honoring the Ridgeview High School Boys’ Basketball Team on their championship – Mr. Jackson and Mr. Manning presented a resolution to the Ridgeview High School Boys’ Basketball Team.
 - b. Resolution in conjunction with the National recognition that Richland County recognizes May as Lyme Disease Awareness Month – Mr. Manning presented a resolution to Ms. Arielle Riposta in honor of Lyme Disease Awareness Month.
 - c. A Proclamation Honoring the Magnet Schools of America 2019 National Principal of the Year Dr. Sabrina Suber – Ms. Kennedy and Mr. Manning presented a proclamation to Dr. Suber.
5. **APPROVAL OF MINUTES**
 - a. Regular Session: May 7, 2019 – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as presented.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Regular Session
May 21, 2019

6. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Ms. Newton stated the Airport Commission vacancy needed to be added to the agenda under the Report of the Rules and Appointments Committee as Item 19(o).

Ms. Newton moved, seconded by Ms. Myers, to adopt the agenda as amended.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers Kennedy, Walker, Dickerson and Livingston

Present but Not Voting: Manning and McBride

The vote was in favor of adopting the agenda as amended.

7. **PRESENTATION**

- a. Experience Columbia SC – March Madness: Bill Ellen, President & CEO, Columbia Metropolitan Convention Center – Mr. Ellen thanked Council for their support of the “March Madness” event at the Columbia Metropolitan Convention Center.

- Over 47,000 visitors during the 5-day period
- All 6 games were on live TV
- Duke vs. University of Florida game drew the largest audience of the regional games
- Over 30 Community events were going on
- Produced and distributed 66,619 pieces of marketing materials
- 10 welcome tables throughout the hotels and airport
- Over 70 volunteers that donated 326 hours of their time
- The tournament garnered 600 media mentions of the region, which resulted in \$1.1 million worth of publicity value
- There were 647,493 impressions on social media
- All of the hotels in the region saw a significant increase in occupancy, which resulted in increased Accommodations and Hospitality Taxes.
- Next time Columbia will be eligible to host is 2023, but they have start preparing in August for them to be able to submit the bid by October. The bid will be for years 2023 – 2026.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Adoption of Economic Development Policy
- b. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option)
- c. Administrator Search Update

Mr. Jackson moved, seconded by Ms. Kennedy, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

The vote in favor was unanimous.

**Regular Session
May 21, 2019**

-2-

Council went into Executive Session at approximately 6:30 PM and came out at approximately 7:06 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Walker, Dickerson and McBride

Present but Not Voting: Newton, Kennedy, Manning and Livingston

The vote in favor as unanimous.

- a. Adoption of Economic Development Policy – Mr. Jackson moved, seconded by Ms. Myers, to adopt the Economic Development Policy, as discussed in Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning and Kennedy

The vote in favor was unanimous.

Ms. Myers moved, seconded by Mr. Jackson, to reconsider this item.

In Favor: McBride

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and Livingston

Present but Not Voting: Kennedy and Manning

The motion for reconsideration failed.

9. CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing – Mr. Willie Farmer spoke about improving the SLBE experience for businesses in the County.

10. CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda – No one signed up to speak.

11. **REPORT OF THE ACTING COUNTY ADMINISTRATOR**

- a. DHEC/Westinghouse Consent Agreement – Dr. Thompson stated the significant portion of the consent agreement serves to investigate and remediate the contamination at the Westinghouse site, and for Westinghouse to communicate and respond to future releases of pollutants on their premises.

Mr. Jackson stated that last year Ms. Myers, and others, were having discussions with regards to whether or not appropriate level of testing was being done. He is not sure we ever got any follow-up on this matter.

Mr. Khan stated, to the best of his knowledge, DHEC has gone in and done a thorough investigation. They provided the County a copy of the results in the last few weeks. In parallel, Council approved the proceeding to do individual well testing. Approximately 60 – 80 citizens signed up for the

testing and had their wells tested. The results were satisfactory, and there are no issues.

Dr. Thompson stated Council also approved for the County to a hydrology study, but because the consent agreement came forth, we are honoring what the State is doing, at this point.

Ms. Myers stated, for clarification, we have suspended the study.

Mr. Khan stated there was not a hydrology study approved. There was a study approved, which included the well testing. If needed, we would have taken it to the next level and conducted an additional investigation. Bear in mind, all of those actions were taken when we had limited information from DHEC, and we did not have any data. He stated DHEC has done a thorough underground geological investigation, which should serve all objectives we intended for the residents and customers.

Ms. Myers stated it would have been helpful to have had some memo, or something, so that when she met with the citizens on the Westinghouse Community Committee, she would not have told them we were continuing the County's work in parallel.

Mr. Khan stated the decision, by Administration, was to put the study on hold until we got additional information, which we got, including the consent order. Essentially, we are at a point to make a decision whether we want to continue and spend taxpayer dollars to repeat the same volume of work, or rely on a State agency, which we believe has done the job.

- b. Cherry Bekaert – PDT FY2017 Financial Audit – Mr. Alan Robinson stated Cherry Bekaert was engaged to conduct a financial statement audit of the Richland PDT. Ms. Bonne Cox who specializes in construction contractor auditing was tasked with conducting the June 2017 PDT audit.

Ms. Cox stated they have issued their audit of the Richland PDT for the year ending June 2017. The audit results are included in the agenda packet. She stated they were engaged to audit the financial statements of Richland PDT. The engagement came to them in January 2018 under the United States Generally Accepted Auditing Standards, which are for private companies. Included in that are accounting estimates. One of the required communications is to discuss with you what those significant estimates are. In the Richland PDT financial statements, there is an estimate for allowance for doubtful accounts. While there was a delay in the timing of us being able to conduct the audit, at the end of the day they were able to obtain evidence to finish the procedures. When they reviewed and did their procedures, they had conflicting evidence, so what they have issued is a disclaimer of an audit opinion on the financial statements of the Richland PDT due to material uncertainty. They did not have any uncorrected misstatements, which are known differences when we have audit evidence that says one thing and the financial statement says something else. There were some adjustments made to the year-end statements, but those adjustments were reflected in the financial statements. There were no disagreements with management, based on what they were providing. Management signed a representation letter that states they were truthful in their inquiries and did not withhold information that would have been relevant. If they were aware that PDT management was also consulting with other independent accountants, it would be brought to Council's attention. They did have difficulty involving a legal dispute regarding the contractual arrangement with its sole customer, the County. Due to the uncertainty surrounding this ongoing legal matter, they determined it to be both material and pervasive to the financial statements of the PDT. Because of the significance they did not deem it to have sufficient evidence in order to issue an opinion on the financial statements. Another letter that was issued, is in regards to the consideration of internal controls of the financial statements of PDT. They noted 2 matters they

deemed significant deficiencies in internal control. One of those relates to the preparation of the financial statements and year-end adjustments. The auditors did draft the financial statements, which includes some year-end adjustments and disclosures to financial statements. Richland PDT did not do that internally, but the auditors did that. Because they drafted the statements and posted the adjustments, it was a deficiency in the internal controls of PDT. A second matter they noted, related to the internal controls of the financial controls, was the lack of segregation of duties. The joint venture subcontracts with partners, in order to perform work as vendors. They noted that change orders, for those subcontracts, and vendor invoices, were approved by management of the partner of the joint venture. As a result, there is inherent conflict of interest, due to the lack of an outside parties' involvement in the approval process of the change orders between the vendors of PDT and the partners of PDT. It was noted in the opinion letter issued that they were engaged to audit the accompanying financial statements, but as discussed in Note 4 to the statements, the joint venture is involved in ongoing legal matters with its sole customers. Because multiple account balances in the statements of the joint venture are driven by the business conducted with its sole customer, the uncertainty is considered both material and pervasive in nature. Because of the significance of this matter, they have not been able to obtain sufficient evidence to issue an audit opinion on the financial statements.

Mr. Walker inquired, as it pertains to the findings, specifically the significant deficiencies, which jump off the page, in your experience is it normal for a program of this magnitude to not prepare its own financial statements.

Ms. Cox stated it is not that uncommon for people to not prepare statements internally. This is a fairly common finding in small businesses.

Mr. Walker inquired, as it pertains to publicly managed and audited funds...

Ms. Cox stated she has seen both.

Mr. Walker stated, in the findings, a conscious decision on the part of management to conduct internal financial reporting does not comply with GAAP was noted. He referenced p. 44 of the Program Management Agreement, subparagraph (3), "All financial records shall be maintained in accordance with Generally Accepted Accounting Procedures, consistently applied. Subcontractors shall do the same." He requested Mr. Smith to opine on his interpretation of the auditor's findings versus the PDT contract. Another point in the findings states, "...we noted that all change orders on subcontracts and vendor invoices were approved by management of a Partner of the Joint Venture. As a result, there is an inherent conflict of interest due to the lack of an outside party's involvement in the approval process." In this arrangement, the County would be the outside party that would typically be included in the approval process. Additionally, on p. 24 of the PDT contract, it states, "A Change Order is a written order to the Contractor signed by the County..." He inquired if that was the practice being followed.

Ms. Cox stated there was a lack of segregation of duties between the people approving changes to contracts and people receiving the benefit of those contracts.

Mr. Smith stated the audit concluded the generally accepted accounting procedures was not being followed. The specific portion of the contract, that Mr. Walker referred to, requires that all records be maintained in accordance with generally accepted account procedures. There is a specific provision in the agreement, which requires GAAP to be applied to all the financial records that are maintained. In reference to the provision regarding change orders, there is a requirement those

change orders be approved by the County, or County personnel. He does not know whether or not the change orders got any County approval.

Ms. Cox stated the documentation they saw, on the actual approval of the change order, had the PDT partner and then the vendor of the PDT signing off on the change order. They also saw when the amounts were invoiced to the County, the change orders were listed on the supporting documentation provided to the County. Those amounts were approved by payment by County management, so the County did see the change orders, as listed on the supporting documentation when those were submitted for payment to the County. The execution of the change order was between the Richland PDT member, partnership represented and the vendor of the PDT. There was not County signoff on that.

Ms. Myers stated, for clarification, the auditors had the change orders, and they were approved by the PDT and the partner receiving the benefit, but when it got to the County level was it a number on the invoice or was it a number with the change order attached.

Ms. Cox stated, when she says the change order that was approved by the partner of the PDT, and the vendor of the PDT, that is the subcontracts from the PDT to the actual contractors that were doing the work for the PDT.

Ms. Myers stated, for clarification, the invoices that came to us later, bore the amount of the change order, but not an approved supporting piece of paper.

Ms. Cox stated it was a supporting piece of paper, in that it was a typical construction application for payment.

Mr. Walker stated he found it interesting that this contracted party (PDT) could not, would not or otherwise chose not to provide information that could have been substantive to the audit because of the ongoing litigation. He inquired if they felt like they got everything they needed to complete a full financial audit.

Ms. Cox stated one of the standard audit procedures, they perform, is they inquire of management if there is ongoing litigation. A summary of the litigation is provided to the auditors. Typically, a confirmation letter will be sent to the entity's lawyer to have them represent their opinion on potential liability related to any pending litigation. They were made aware of the pending litigation between the PDT and the County. Management represented to them that their opinion was that they were correct, and they stood behind the amounts they had billed to the County and those were appropriate revenue to the PDT, which was the nature of the litigation between the 2 entities. PDT's attorney gave them the letter that said, "Yes, we agree. We believe that we are in the right, and the amounts that have been billed to the County, under the contract, are appropriate with the contract. The information they received from the County said exactly the opposite. Those conflicting pieces, from outside parties, were why they had to disclaim the opinion because there is no reconciling that when it comes to audit evidence.

Mr. Walker stated he is trying to figure out what to do with moving forward. He inquired if he is misinterpreting this, and is it other than what he has stated it as.

Mr. Smith stated, in terms of the issue of whether or not they were required to utilize GAAP and they did not, he thinks the contract speaks clearly that this is a requirement. On the other issue related to the change orders, he would need to see the documents Ms. Cox is referring to. To the

extent that there was no approval of the change orders, which he believes is what the contract calls for, that could be a potential issue that we would have to look into.

Mr. Walker stated, under Note 3 - Related party transactions, it states, "At June 30, 2017, the Joint Venture has accounts payable due to an entity related through common ownership of one of the Partners in the amount of \$105,673. The Joint Venture pays expenses to this entity for consulting services. During the year ended June 30, 2017, the Company paid \$618,274 and the amount is included in costs of revenues earned in the accompanying statement of income." He inquired, if it was ever discovered, or can you tell me what entity was presumably getting paid twice for consulting. He stated he is not being accusatory, but the PDT was engaged to be a consultant; therefore, a related party charging for the same thing concerns him.

Ms. Cox stated she did not have all of the detailed records with her, so specific names or amounts she would need to follow-up with that information. She stated related party transactions, under financial statement, and in the accounting world, means that if you have any related companies, through common ownership, then it is required disclosure of that. So, when it reads, "The Joint Venture has accounts payable to the Partners in the amount of \$105,673." Those are the actual partners of the PDT. The next paragraph that describes some dollar transactions to an entity related through common ownership of one of the partners, then that is not the actual partners of the PDT, but there is some overlap in ownership with a separate entity.

Ms. Newton stated she has read many audits, but she has never received a disclaimer before. The first thing mentioned is conflicting evidence while the audit was being conducted. For clarification, when they are referring to conflicting evidence, they are referring to the PDT's representation of the merits of our lawsuit vs. the County's representation of the merits of our lawsuit.

Ms. Cox stated that is correct.

Ms. Newton stated during the presentation it was mentioned there were material and pervasive weakness. She stated she is trying to figure out if the information received had material and pervasive weaknesses the auditor wanted to be expounded upon, or if they are saying they did not receive all of the information they would have expected to receive and that missing information is the material and pervasive weakness.

Ms. Cox stated the phrase "material and pervasive" are what they are referring to as the ongoing legal matter. They are saying the ongoing legal matter, with the conflicting audit evidence, is material and pervasive to the financial statements of PDT. Meaning it affects multiple accounts, and it is so material to the statements that they have to issue the disclaimer of opinion. The "material and pervasive" language is what the professional standards guide them to use when we are in the position to determine what type of opinion they are going to issue. If it is determined to be material and pervasive to the financial statements, then they are guided to issue a disclaimer on the opinion.

Ms. Newton inquired, if despite the dispute, they received all of the financial information they would have expected to receive, so that you could evaluate the PDT financially.

Ms. Cox stated there was no financial information, or data, they asked for that they were not provided with. It was the revenue recognition, if you will, that was the difference of opinion. PDT held that they were allowed to bill these amounts; therefore, recorded them as revenue. But, then the County came back and said, "No, this is not revenue. We are not going to pay this." That difference of audit documentation is the problem. It was not that they did not give them the data.

Ms. Newton stated we are required to audit the PDT annually, and we also have some auditing requirements based on the Supreme Court ruling. If we conduct an audit, and the audit has a disclaimer, but not specific findings how does that relate to the obligations that we have from an audit perspective.

Mr. Smith stated your ordinance requires that anybody that is receiving these funds must provide the County with an annual audit to show how the funds were being expended. In this instance, he does not know that this occurred. The County, through Cherry Bekaert, engaged them to do an audit, so there was not an independent audit given to us, pursuant to the ordinance, by the PDT. That is an issue, in terms of compliance, with the ordinance that required that.

Mr. Jackson inquired, if every time management is mentioned, throughout the document, they are referring to the PDT, or at any time are they referring to the County.

Ms. Cox stated, in the conduct of their audit, they are referring to the management of the legal entity of Richland PDT.

Mr. Jackson stated, in some instances, they refer to the PDT as the vendor, and other times PDT is referred to as the management.

Ms. Cox stated the legal entity PDT is a joint venture with 3 partners. Each of those entities has a partnership represented that is governed by their operating agreement. Those 3 partners also have contracts with the PDT, so they are vendors and partners of the PDT. When they say management, they mean management of the PDT, but sometimes those are the same people.

Mr. Jackson stated, when they were talking about the change orders, were they talking about the change orders from the County or change orders that were done internally, among the 3 groups.

Ms. Cox stated the change orders PDT executed with its subcontractors.

Mr. Jackson stated the question now is whether or not the PDT were allowed, or not allowed, to do change orders among their entities once they had been given the funds from the County.

Ms. Cox stated that is correct. The change orders they looked out were not between the County and the PDT. It was the change orders between PDT and its subcontractors.

Mr. Jackson inquired, in the auditor's opinion, once the authorized payments have been given to the PDT, if a change order internally, among their group, is the same as a change order they would be making to the County entity.

Ms. Cox stated what they saw was there were change orders with PDT and its subcontractors. Some of those subcontractors were related entities, and some of those subcontractors were not related entities. The process PDT followed, for executing change orders with its subs, was the same whether or not it was with PDT itself, and its members, or with outside members.

Mr. Jackson stated, for clarification, this audit was done in 2017.

Ms. Cox stated it was done for the time period of the 12-month period ending June 30, 2017. The audit began in 2018 and was completed in February 2019. The PDT's internal financial statements are maintained on a calendar year basis, so management had to put together July 1 – December 31,

2016 and then January 1, 2017 – June 30, 2017 documentation.

Mr. Jackson inquired if they reviewed the organizational chart to determine the separation of duties, as defined in the chart presented to the County, and where the County's management and oversight was in place.

Ms. Cox stated she is not sure if it was the same organizational chart that was presented to the County. In the documentation they reviewed, they looked at names, and what that representative was for the PDT, and the name of the company, and what that representative was for that company. That is where they noted overlap. Both in title and, at times, in name.

Mr. Jackson inquired if they looked at that, in terms of those authorized signatures for approval of contracts.

Ms. Cox stated they did look at approval in the same way. They looked at the Project Manager approval, Construction Engineer approval, as well as, the approval from the County side of authorizing those disbursements. They reviewed that based on the position, and the title, corresponding to whatever entity it said it was, to ensure that the appropriate person was signing those documents.

Ms. Dickerson stated one of her concerns is the change orders. She thought if there was a request for a change order that County Council should have approved those changes. She inquired if the change orders took place between the PDT, their legal team, and whoever was paying from the County. Those 3 entities were the ones that approved those change orders, without Council members being engaged or involved in the request for change.

Ms. Cox stated she does not know what the Council was to be involved in on those change orders that were done within the PDT.

Mr. Smith stated, his understanding is, that any change orders would need to be approved by the County. His recollection is that it does not necessarily specify where in the chain that approval process may need to take place. That may be based on the dollar amount, but from what he heard them say, is that these change orders were being approved by the partners themselves of the PDT, without any 3rd party overseeing that approval.

Ms. Cox stated the documentation she saw, when they were doing the audit, was a change order between PDT and PDT's subcontractors, some of which were related to PDT, some of which were not related, in accounting terms. Those were approved by PDT directly. There was no direct sign off on that documentation by anyone from the County. The signoff from the County came when the invoice was submitted to the County for payment. The supporting documentation, which included the change orders on the pay apps was included, and they did see signoff by the County, at that point.

Ms. Myers stated she asked earlier, when the pay request came to the County, was the change order attached, and the response was, "No." It was stated that what was there was an amount. For clarification, the pay app included an amount, but not a change order.

Ms. Cox stated, what she meant by the change orders were included was, every pay app has an original contract amount, change orders to date, and then a revised contract amount. So, when she says the change orders were included, the dollar amounts of the change order were included on the

pay app.

Ms. Myers stated the reason she is being pedantic about this is that it would mean, by the time that came, the change had been made and all that is happening is paying money.

Ms. Cox stated it is correct that the change order had already been executed.

Ms. Dickerson stated monies were being paid, without the Council seeing the request. It was done without our approval, and that is funds that were not a part of the original contract. In her opinion, that is a breach.

Ms. Cox stated that the not to exceeds were not exceeded, so it may be that it was within the thresholds and dollar amounts. She does not know at point, and at what time, it should have reached the County's procurement policy to come before Council. They were not looking at it at the Council level, but the PDT level.

Mr. Malinowski stated, based on the contract, if it states where funds should be placed until they are used for payments. According to the audit report, it says, the dollars were kept in not fully insured accounts. Secondly, it indicated they purchased certificates of deposit. The way he read the report, it stated, if any penalties were incurred because they had to cash them in, prior to the maturation of them, those penalties were handed along as a cost to do business. He is assuming the County is paying the cost. He does not know why they are putting taxpayer money into CDs anyway, and it was not the County's job. Thirdly, why was the PDT allowed to earn interest on taxpayer dollars. He inquired if the interest has been credited to the County, as a payment to them, or did they take it and include it in their profits by putting it in their own accounts. Lastly, this audit is dated February 4, 2019, and he wondered why we are getting it 3 months later.

Dr. Thompson stated he just received the report last week, or the week before. It is his understanding Cherry Bekaert provided the report to Mr. Gomeau, so obviously, as he departed, it did not get to you.

Ms. Myers stated the auditors, essentially, saw a contract that said, for an amount not to exceed \$1,000. Let's assume that, at some point, some work was done and that work was a \$500 amount. Then, there were change orders that would have been approved internally, not externally, that got up to \$1,000. We could have conceivably said there is \$500 left. Mr. Livingston what can you do? Mr. Jackson what can you do? And, then she will sign it, and we will submit the total payment for \$500, plus two \$250 change orders. She inquired if that is the finding that they are saying is concerning in the books reviewed.

Ms. Cox stated that characterized what they saw.

Ms. Myers stated it could be because there was work left, or it could be because there was money left. You make no assertion, as to which one, but it got up to the top number.

Ms. Cox stated she would not say that it got up to the top number. She would say it never went above the not to exceed.

Ms. Myers stated, on p. 24 of the contract, which deals with change orders, it states, "A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Services or an adjustment to the Contract Price or the

schedule for a Project. The Contract Price and the schedule for a Project may be changed only by an executed Change Order. A Change Order signed by the Contractor indicates its agreement herewith, including that the adjustment in the Contract Price or the schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.” She inquired, on the strength of Section 10, which deals with change orders, would it be correct to say that a change order, not signed by the County, is improper.

Mr. Smith stated, even if we were talking about a situation where it was authorized by the Council, the language here seems to indicate that a change order is only appropriate after it has been signed by someone from the County.

Ms. Myers inquired if we conflict pay apps and change orders sometimes.

Dr. Thompson stated the team he assembled, when he became Director last year, does not conflict the two.

Ms. Myers stated, on p. 23 of the PDT contract, it states, “When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within 30 Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.” Then, on p. 45 of the contract, it states, “If any inspection by County, or its representatives, of Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County’s satisfaction.” Under that section, it seems to her, that the materiality of the dispute is resolved under the contract because it is within the County’s sole discretion. The County has the ultimate right to say whether or not an amount is due and owing, and to set off that amount, or demand payment for that amount.

Mr. Smith stated, in terms of the overpayment issue, and as it relates to the current dispute, he is not certain the dispute is an overpayment issue. He thinks it is a contract interpretation matter. We paid it and said we should not have paid it, but the terms under which we said it should not have been paid, related to the interpretation of the contract vs. their interpretation of the contract, as it relates to a specific exhibit (Exhibit F) and whether it applied or not. That particular exhibit applies under certain circumstances, which had occurred at that point.

Ms. Myers stated, let’s assume the term does not apply, who gets to resolve contractual disputes. In this contract there are 4 places where contract disputes are resolved by the County. Are we not invoking that anymore? If it is here, and the reason they are demanding payment is under the contract, but also under the contract it says, “once decided by the County, these disputes are final.” Why are we at the point where we cannot get an audit because we are going back and forth over whether or not \$1.5 million causes us not to be able to get a clean audit. There is some question in her mind about the magnitude of the dispute in the scheme of things, but also parties’ rights. She stated we have pretty clear rights here, so she does not understand how we get to where we are standing, 2 years behind the audit. She would like the Legal Department to further look into the contract to see if we should be spending taxpayer money defending a suit. It seems to her that we have the right not to. She inquired if this is the only audit Cherry Bekaert had conducted on the PDT

for the County.

Ms. Cox stated the audit for the 12-month period, ending June 30, 2018, is currently in process.

Ms. Myers stated, given that we are almost at the end of the contract period, it would make sense to her, pursuant to Section 5, that within the next 7 days we make a request to have a copy or originals of all books and records, so that we are at least protecting the County's ability going forward to have a record of pay apps.

Mr. Smith stated, in terms of us evaluating the audit, and the findings in the audit, and trying to marry that with the obligations under the contract. They are still in the process of doing that. They just got this information last week. He plans to bring to Council, at some point, my recommendations, as it relates to that, and how it impacts the ongoing litigation. In terms of the records, he forwarded a letter to the PDT's attorney approximately 2 weeks ago pointing out this specific section, as it relates to their obligation to maintain those records for that purpose. In addition, he sent a letter to Administration because they are in the process of determining what County assets will be brought back into the County, as it relates to the transition. In this particular letter, he pointed out this section and noted that one of the things we need to be looking at, is the books and records.

Ms. Myers inquired, in the auditor's experience, is this audit run of the mill or unusual.

Ms. Cox stated there are a couple of things that make it unusual. The audit engagement itself because we were engaged by the County, and not PDT. It is not the typical audit engagement. As far as issuing a disclaimer of opinion, she can think of one other time, in 23 years, that she has issued a disclaimer.

Ms. Newton stated there is a statement in the where it mentions the "inherent conflict of interest due to the lack of an outside party's involvement in the approval process". She stated she interpreted that to mean, if there is a partnership between "Acme Corporation", "Beta Corporation", and "Charlie Corporation" and they together form a business, and then they subcontract with a company that is owned by "Acme Corporation" and the partnership approved change orders that were essentially being provided by the partner subsidiaries.

Ms. Cox stated that is part of what was happening. Also what was happening, if Company "A", "B", and "C" came together for the joint venture, then some of those subcontractors were with Company "A", "B" and "C" directly. Then, one of the partnership representative would approve the change orders with the subcontractors.

Mr. Livingston stated normally management may get a chance to respond or give feedback on the audit. He inquired if an opportunity was afforded the PDT.

Ms. Cox stated they do not issue the audit report without management's approval of the audit report. They also provided drafts of the audit letters, which included the findings. The only response given was to issue the reports.

Mr. Walker inquired as to what led the auditors to use the language "conscious decision".

Ms. Cox stated that language is fairly common in many letters that she issues. Many times when you have relatively small organizations they will chose not to employ someone with sufficient financial

expertise in order to fully comply with GAAP and draft a full set of financial statements with disclosures because they have decided to spend their resources elsewhere. The conscious decision is typical in a cost benefit analysis.

Mr. Walker stated a lot of the questions that are being asked are not necessarily findings that is going to turn up in a financial audit. A lot of the contractual obligations (i.e. change orders, systems, operations and things that are going on within a program) are better explored by way of a compliance audit where you would send an auditor in to look at contractual terms, and understand if those contractual terms are being followed. Are we getting what we are paying for out there in the field? In the auditor's opinion, based on what we are looking at, and as we try to make determinations on how to be the best fiduciary for the taxpayers...He stated he sees issues, and he cannot un-see them. He wants to know how he runs these to ground and determine if this program is sustainable. What he does not want to do is get to the end of this program, and there is no more joint venture, what can we do to appropriately determine if we have a program on our hands that is in the best interest of the taxpayers.

Ms. Cox stated many of the questions that have been brought up are legal and contractual interpretation. She believes, at that particular juncture, a financial statement audit is not going to answer those questions. A compliance audit takes on a lot of different contexts. Generally, a compliance audit, in this particular circumstance, might look like a performance audit, which looks into the performance of the contractor, in conjunction with the terms of the contract.

Ms. Myers requested Ms. Cox elaborate on what a performance audit is.

Ms. Cox stated, when you say the words "compliance audit" you have to define what standards you are complying with. If you are talking about a particular contract, the more specific wording and language for compliance, with a particular contract, under professional standards, would be called a performance audit.

Ms. Myers stated, for clarification, that would have been more appropriate, under these circumstances, to have asked for the performance audit.

Ms. Cox stated you could have requested the performance audit in addition to the financial audit. She stated, it was mentioned, the County has a requirement, in the contract, to maintain books and records in accordance with GAAP. The only way you can get that assurance is with an audit opinion.

Ms. Myers inquired, if a performance audit would quantify the value of the change orders that were approved by, and performed by essentially the same party.

Ms. Cox stated there is another set of audits called agreed upon procedures. The agreed upon procedures engagement, which follow the same standards that the financial statement audit would follow, is where you could go in and specifically define what you want to know. An agreed upon procedure engagement is an assurance engagement that you could lay out exactly what you want to know. A performance audit is going to be for the entire contract, which will involve a lot of legal interpretation.

Ms. Myers inquired if it would subsume agreed upon procedures.

Ms. Cox stated agreed upon procedures would give you the most specific direction as to what you are looking for.

Ms. Myers inquired if the agreed upon procedures audit is what the auditors would recommend.

Ms. Cox stated, based on the questions she heard tonight, an agreed upon procedures audit would give you very specific information.

Ms. Dickerson inquired, if we retained the services of an attorney, to be housed in the County Attorney's office, to assist the County specifically with this.

Mr. Smith stated they hired an attorney to assist us with various things related to the PDT. A lot of it initially had to do with FOIA requests that we were getting. During that process, we determined some things related to the contract itself, which led us into the litigation that we are currently engaged in. At that point and time, we were also being sue by DOR and the attorney came from DOR, so we felt her knowledge would assist us in that regard.

Ms. Dickerson inquired if the Legal Department will be able to get answers to some of Council's questions, and how would the answers be provided to the Council members.

Mr. Smith stated he thinks that some of the questions that were raised have been addressed. As he said earlier, they are still in the process of looking at the audit, the contract, and the current pending matter to determine how we need to proceed. The information will be brought back to Council.

Mr. Jackson inquired about the period of the audit.

Ms. Cox stated the audit was for the period of July 1, 2016 – June 30, 2017.

Mr. Jackson inquired, for clarification, that nothing was included in the audit prior to 2016.

Ms. Cox responded in the affirmative.

Mr. Jackson stated, based upon a decision by Council members that pre-date him and several of his colleagues, that whatever procedures were agreed upon, and whatever contract was agreed upon when this was created, is now left up to new members to figure out what they all agreed upon. The logic behind trying to now recreate, without information in writing, that is not available now would make your job a little difficult without concrete evidence. How do you approach that?

Ms. Cox stated she would not expect a different result than where we are today.

Ms. McBride stated she was struck by one of the auditor's answers regarding nepotism with the partners. She stated that is a procedural issue, and she does not know if that would be wrong or not because it was according to how the contract was written, and the procedures within that contract. She does not want anyone to think that something illegal was done with these contracts, and how the hiring took place. There is so much background information that we do not have, and how this whole process started. Fortunately, we are in a position where the contract will be coming to an end soon, and we can start anew with what we have left to do.

Ms. Myers stated that all of her questions are based on the existing contract. There is a document that guides everything they are supposed to be doing, and how we are supposed to pay them. She believes looking at whether or not the procedures, in the guiding document, were followed is critical.

Ms. Dickerson noted that the contract with the PDT has never been amended since its inception.

Mr. Walker stated he thinks action needs to be taken, as a result of this, and he would like to understand from a timing perspective, when we can expect Mr. Smith's recommendation.

Mr. Smith stated the timeline he envisioned was to allow the auditor to provide their report, and allow Council to ask questions, so that he could get a better idea of Council's concerns. He spoke with the auditors earlier and told them that he would be coming back to them to address the questions raised. They have agreed to have a telephone conference with the interested parties. He wants to make sure that when we look at this we do not lose sight of some other things that are going on that this report may impact.

Ms. McBride stated she believes all Council members want to understand what happened and how to proceed so they will not make the same mistakes.

Mr. Malinowski stated he heard conflicting things from Mr. Smith. Initially, he stated he was hoping to get something done by next Wednesday, but then at the end he requested the time to get it done. The next Council meeting will be June 4th, so he hopes we can get a report by then.

Mr. Smith stated Council will get a report by June 4th.

12. **REPORT OF THE CLERK OF COUNCIL** – Ms. Roberts reminded Council of the upcoming budget meetings.

a. **Upcoming Budget Meetings:** -- Ms. Roberts reminded Council of the upcoming budget meetings.

1. May 23 – 2nd Reading of Biennium Budget (FY20 and FY21), 6:00 PM, Council Chambers
2. May 30 – Budget Public Hearing (FY20)
3. June 6 – 3rd Reading of Biennium Budget (FY20)

Mr. Malinowski stated, due to circumstances we were advised about previously, the public hearing had to be backed up. Therefore, we had to back up the 3rd Reading of the Biennium Budget for FY20. Normally, when we need to change meetings Council members are asked to provide dates, and we were not on this one. He stated he conveyed to the Chair that he had plans to be out of town at that particular time. He inquired why a date was just chosen, without input from Council members, and if 3rd Reading could be moved to the next week.

Ms. Roberts stated, if she is not mistaken, at the last budget meeting, these dates were discussed and Council agreed on these dates.

Mr. Manning stated that is his memory as well.

Mr. Manning inquired as to when the meeting invite was forwarded to Council.

Ms. Roberts stated she believes the invite was sent on May 10th.

Mr. Manning moved, seconded by Ms. Dickerson, to reschedule 3rd Reading of Biennium Budget (FY20) to June 10th at 6:00 PM.

In Favor: Terracio, Malinowski, Newton, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Jackson, Myers, Kennedy and Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

In Favor: Myers,

Opposed: Terracio, Malinowski, Newton, Manning, Dickerson, Livingston and McBride

- b. Public Works Week BBQ, May 22, 12:00 Noon, Public Works Complex, 400 Powell Road – Ms. Roberts reminded Council of the upcoming Public Works Week BBQ on May 22nd at Noon.
- c. Richland Soil and Water Conservation District’s “Conservation Cookout”, May 22, 6:00 PM, American Legion, 200 Pickens Street – Ms. Roberts reminded Council of the upcoming Richland Soil and Water Conservation District’s cookout on May 22nd at 6:00 PM.
- d. Committee Meetings – May 23 – Ms. Roberts reminded Council that the May committee meetings will be held on May 23rd due to the Memorial Day holiday.
 - 1. Development and Services Committee – 5:00 PM
 - 2. Administration and Finance Committee – 6:00 PM
- e. Community Relations Council’s 55th Anniversary Luncheon and Awards, June 12, 12:00 Noon, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts informed Council of the upcoming Community Relations Council’s Luncheon and Awards on June 12th at Noon.

13. **REPORT OF THE CHAIR**

- a. COMET Operating/Capital Budget – Mr. Andoh stated, under the SC Code of Laws, Chapter 25 for Regional Transportation Authority Law, the COMET is supposed to get approval of their operating and capital budget before the Board of Directors can adopt the budget. He presented a brief PowerPoint with an overall of the organization and the operating and capital budget.

Ms. Newton inquired, for clarification, that the current route lines have been in place for 127 years, and there is an opportunity to reevaluate the bus system to make sure that we are going the right places and structuring the route service the proper way. What does that process look like, in terms of making that determination, and when, if at all, might it have budget implications?

Mr. Andoh stated the project will be revenue neutral. They are going to engage the stakeholders, member agencies, passengers and people that have never ridden the COMET to give feedback. There will be extensive community workshops, so that people can assist design and reimagine the new system. They are also going to gather data on what people are doing with the transit system.

Mr. Malinowski requested that the Board member listing include the municipality they represent and whether or not they are voting members. He also inquired about the makeup of the \$15 million reflected in the budget.

Mr. Andoh stated it is a summary of the contractor fixed route, the contractor DART, the reserve for service enhancements, and the Federal expense transit operations. It is difficult to break it out

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because of the way the contract is structured. They pay the contractor on a revenue vehicle service hour basis, and they break out how much goes to their administration, drivers, maintenance, and parts.

Mr. Andoh noted that he believes the system is going to be getting to a plateau with our present ridership, based on the current system design. The system is not attracting “choice” riders because it takes 3 hours to get from one point of the service area to another point of the service area, and that is not attractive. In order for us to change that trend, they need to either invest in other technology (i.e. Uber, Lyft, van pool program) or redesign it to make a system for all, and not just those that are transit dependent.

Mr. Jackson inquired, if there is not a new Penny, what will happen?

Mr. Andoh stated the short range transit plan is going to have a special chapter that talks about what the COMET system looks like without a sales tax, which would require significant service reductions. In addition, they plan to go back to the jurisdictions to see if the County and City would be willing to make a limited General Fund commitment. A lot of the systems, especially the systems he has managed in the past, generally go to the member agencies annually.

Mr. Jackson stated he would encourage Mr. Andoh to begin that. He stated he would support the efforts in trying to find an alternative way to subsidize and fund this effort.

Mr. Manning stated, stated for clarification, the Penny has been in existence for 7 years, and you are looking at the portion of that for Mass Transit to run out in 2028.

Mr. Andoh stated that is correct, and with the reserves they should be able to make it to 2029.

Mr. Manning stated, if he recalls, the Penny was going to be for 22 years or until the \$1.1 billion came in. Tracking those years is going to be important because it is easy to talk about having another vote for the Penny, but if this one has not run out that could put us in an interesting position because it would not be extending the Penny. It would be, for some period of time, adding another Penny until the other Penny quit.

Mr. Andoh stated that is why they are starting the education process early and making sure the community sees value in the transit system now. If we do not start now, we could have a situation like when the SCANA money ran out.

Mr. Malinowski stated, he thought, the COMET got the same amount each year, so they were guaranteed that amount for the 22 years.

Dr. Thompson responded in the affirmative.

Mr. Malinowski inquired if a survey had been done on the percentage of Richland residents that ride the transit system.

Mr. Andoh stated the last time a survey was done was 2009, at the request of County Council. He does not have those numbers, but can provide them to Council. He stated the study they are getting ready to undertake will do that.

Mr. Malinowski requested a copy of the proposed new routes.

Mr. Andoh stated they 9 months to a year away from doing that. His intent would be to have the consultants go to every member agency and seek feedback.

Ms. Dickerson stated this was a City bus. It was very different, and the routes were different. Since the Penny, the routes have had to be redesigned. Now we look at it as a regional transportation system, so the dynamics has changed significantly.

Mr. Andoh stated out of 41 routes, 12.19 routes operate in the unincorporated Richland County, which equates to 29.73% of their service; 22.75 routes operate in the City limits, which equates to 55.48% of their service.

Ms. McBride requested the location for the shelters.

Mr. Andoh stated there are approximately 65 shelters throughout the service area. There are also permitting an additional 40 shelters, and they have an engineer that is aggressively trying to survey all 1,430 bus stops to determine where we can best put bus shelters.

Ms. McBride inquired about the process for selecting shelter locations.

Mr. Andoh responded, public right-of-way access, ridership of at least 50 boardings or more a day, and trip generators (i.e. County Administration, hospitals).

- b. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option) – This item was taken up in Executive Session.
- c. Administrator Search Update – This item was taken up in Executive Session

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc., under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Eastover Solar LLC, a company previously identified as Project ES, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. 19-012MA, Roger Winn, HI to GC (5.88 Acres), 8911 Farrow Road, TMS # R17200-03-06 [THIRD READING]

Mr. Manning moved, seconded by Mr. Jackson, to approve all of the items on the agenda, up to

Executive Session.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to follow the agenda.

In Favor: Terracio, Malinowski, Newton, Myers, Walker, Dickerson, Livingston and McBride

Opposed: Jackson, Kennedy and Manning

The vote was in favor of the substitute motion.

Mr. Walker moved, seconded by Ms. Dickerson, to approve the consent item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc., under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson and Livingston

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Eastover Solar LLC, a company previously identified as Project ES, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters – Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Walker, Dickerson and Livingston

Present but Not Voting: Myers, Kennedy and Manning

The vote in favor was unanimous.

17. **REPORT OF ADMINISTRATION AND FINANCE COMMITTEE**

- a. Total Rewards Implementation – Ms. Dickerson stated the committee forwarded the item to Council without a recommendation.

Mr. Hanna stated the recommendation is to accept the study; endorse the County working toward becoming an Employer of Choice, which includes a Total Rewards focus, authorize the County Administrator and Director of Human Resources to follow-up with employees and departments on the findings in the employee engagement responses; and authorize the Director of Human Resources to work with the consultant on the multi-year plan. As it relates to funding, there are basically 3 points. One, was the 2% pay increase, which Council approved and implemented in January 2019. The 2nd step, as it relates to funding, they propose to approve the new pay grades, and bring employees up to the minimum of those pay grades. That equates to about \$1.4 million, and funding is available in the budget. The next step would be bringing employees up to a more competitive pay structure, based on the study. The cost of that is approximately \$10 million. Mr. Hayes said there would be \$1 million available in 2020 to begin implementation of this phase.

Ms. Newton stated part of the committee's recommendation was that HR was going to provide an implementation schedule. She inquired if that is something that is going to be developed, or is HR proposing that the \$10 million be approved in FY19.

Mr. Hanna stated, on p. 252 of the agenda, there is Phase I, Phase II, Phase III and Phase IV listed. In August 2019, they would implement the \$1.4 million, with the assistance of the Finance Department. The next phase would be the \$1 million investment in January 2020. The future phases would be subject to funding being approved by the Council in the budget in subsequent fiscal years.

Ms. Newton inquired, for clarification, if the proposal in the timeline that it all be completed by FY2021, or just that we begin disbursing funds to implement the plan in 2021.

Mr. Hanna stated it would be well received by employees if we could implement it in FY2021. Being realistic, he does not think that is going to be the case.

Ms. Myers stated she has been in favor of this since the beginning, but she has also been asking for a more detailed implementation timeline. She would like to know what the timelines and what amounts of money we are planning to inject into it at each of those dates. Secondly, she inquired, if the numbers, in the agenda packet on p. 166, will bring the Public Defender's Office up to parity with Solicitor's Office. She stated, if we have lawyers coming into the Solicitor's Office, and the Public Defender's Office on equally footing, then they should be paid equal money. We should not be paying more to prosecute people than to defend them. She inquired if the Total Rewards survey has come back and included the Legal Department and the County Attorney.

Mr. Hanna stated the Total Rewards study does include the Legal Department and the County Attorney, but he will have to get back with Ms. Myers regarding the Public Defender's Office.

Ms. Myers stated, for clarification, once the study is implemented, EMS, Detention Center, and all of the other frontline critical care employees will be up to parity with their counterparts.

Mr. Hanna stated once the study is completely implemented the answer to the question is "yes".

Ms. Myers stated the reason she has consistently requested a clear implementation schedule was so

Council could decide if they wanted to be more aggressive and phase it in earlier, or if they wanted to move money from other places and get it done. Without the information it is hard for her to advocate to get that, and talk with her colleagues to see if we can do it in a shorter period of time.

Mr. Hanna stated they need approximately \$11.4 million to completely implement the study. In talking with Mr. Hayes, as it relates to the current available budget, we have the \$1.4 million to bring the employees up to the minimum and another \$1 million that would be available in January 2020.

Ms. Myers stated Mr. Hayes gave them a listing last week of a lot of different funds where there was money. If you would be a little bit more aggressive, there might be people on Council that would be willing to get the salaries where they need to be.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item to the June 4th Council meeting.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and McBride

Opposed: Livingston

Present but Not Voting: Kennedy and Manning

The vote was in favor.

18. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to North Main Senior, LLC; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated he does not recall that we usually approve credit agreements that is being located within a municipality.

Mr. Ruble stated, as you may recall in years past, affordable housing projects were not taxed. The Federal law changed requiring that the entities had to be for profit, in order to take advantage of Federal credits. In doing that, the Federal law put many of these developers in a quandary. If they became for profit to receive these credits, they also became obligated to pay County taxes, which made the deals undoable. They are trying to do a work around at the General Assembly, but they have not got that accomplished. In the meantime, they have come to us and said, "You were not getting these taxes in the past anymore. Would you be willing to do a tax credit, in order to help us achieve our goals?" And the response from the Economic Development Committee, was yes, we think affordable housing is important.

Mr. Malinowski inquired why they get 60 days to pay their administrative fees.

Mr. Ruble stated the question of administrative fees came up in the Economic Development Committee, and the committee asked for, received and reviewed the pro forma.

Ms. Terracio inquired if the project was already under construction.

Mr. Ruble stated he believes the groundbreaking is scheduled soon.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Newton, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Walker, Dickerson and Livingston

Present but Not Voting: Kennedy, Manning and McBride

The motion for reconsideration failed.

19. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

I. NOTIFICATION OF VACANCIES

- a. Accommodations Tax – Three (3) Vacancies (2 applicants must have a background in the lodging industry and 1 applicant must have a background in the cultural industry)
- b. Hospitality Tax – Three (3) Vacancies (2 applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates)
- d. Board of Assessment Appeals – Three (3) Vacancies
- e. Board of Zoning Appeals – Four (4) Vacancies
- f. Building Codes Board of Appeals – Four (4) Vacancies (1 applicant must be from the Architecture Industry; 1 from the Gas Industry; 1 from the Building Industry; and 1 from the Fire Industry as alternates)
- g. Procurement Review Panel – Two (2) Vacancies (1 applicant must be from the public procurement arena and 1 applicant must be from the consumer industry)
- h. Planning Commission – Four (4) Vacancies
- i. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
- j. Community Relations Council – Two (2) Vacancies
- k. Library Board – Four (4) Vacancies

- l. Township Auditorium Board – Two (2) Vacancies
- m. Richland Memorial Hospital Board – Two (2) Vacancies
- n. Midlands Workforce Development Board – One (1) Vacancy (Education seat; must represent education sector.
- o. Airport Commission – One (1) Vacancy

Ms. Newton stated the committee recommended to advertise for the vacancies.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Terracio and Manning

The vote in favor was unanimous.

20. **OTHER ITEMS**

- a. FY19 – District 4 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

Ms. Myers requested Ms. Dickerson amend the motion to include the H-Tax allocation requests for District 11 and District 10, which are on the “Additional Motions List”.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- b. FY19 – District 7 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- c. FY19 – District 11 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- d. FY19 – District 10 Hospitality Tax Allocations – Ms. Dickerson moved, seconded by Ms. Newton, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Present but Not Voting: Walker

The motion for reconsideration failed.

- e. Design of Southeast Water System Expansion Project (Phase I) – Mr. Khan stated they are

requesting, at this point, is to allow us to utilize the available funding in the Southeast Wastewater Project, and do the Southeast Water Project design and engineering, in conjunction with the wastewater project. Several months back, we had a presentation regarding water accessibility and feasibility to several parts of Richland County. This is one of the areas that was recommended, and blessed during that meeting. If acceptable to you, they could do the design and engineering of 2 projects in the same corridor and save some costs.

Mr. Malinowski inquired as to who came up with this idea originally, staff or Ms. Myers.

Mr. Khan stated it was a project that was identified by staff.

Mr. Malinowski stated under recommended action there is an amount of \$270,000. He inquired if that is the total cost, or will there be a request for additional funds.

Mr. Khan stated for the design and engineer of the project, as shown is the briefing document, that will be the total cost. If there are changes going forward, there will be a need for additional funding.

Ms. Myers stated this is not a pet project that she brought forward. This was the water project that we approved last year, but we did not approve the money to go with it. Because the engineering company is already out in the field doing the engineering for the Southeast wastewater, Mr. Khan suggested rather than sending them back out separately, to let them do both of them at the same time.

Mr. Khan stated we are saving as much as we are spending on this project.

Mr. Livingston inquired if we are appropriating funds from the 2020 budget.

Mr. Khan stated they have an existing contract that has an amount of \$270,000 available, which will not be utilized until Quarter 1 of 2020. In the near future, they will be bringing a CIP in front of you which will include the services for both of those projects. The design for both projects will be done at the same time. For construction engineering services there will be additional amounts needed, which will be presented to you as part of the CIP. If approved, they will go forward with the construction stage. Essentially, they are taking money out and reallocating it temporarily and will replenish it in the 2020 budget.

Ms. Myers stated the urgency of the request is that they are already out in the field doing the engineering now, and if we wait it will be \$400,000.

Mr. Hayes stated, for clarification, funds are currently in the CIP fund. Mr. Khan is saying they are going to reallocate funding that set aside totally for sewer, and use a portion of it for water. Then, when the budget is approved for FY20 to replenish those funds.

Ms. Myers moved, seconded by Mr. Malinowski, to approve staff's recommendation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Ms. Myers moved, seconded by Ms. Dickerson, to go into Executive Session.

In Favor: Terracio, Malinowski, Jackson, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Opposed: Manning

Present but Not Voting: Manning

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 10:00 PM and came out at approximately 10:56 PM

Mr. Walker moved, seconded by Mr. Jackson, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson and Livingston

Present but Not Voting: McBride

The vote in favor was unanimous.

- a. Lower Richland Sewer Agreement with the City of Columbia (Purchase Option) – Ms. Myers moved, seconded by Ms. Terracio, to direct staff to proceed as discussed in Executive Session, and bring back information for the June 4th Council meeting.

In Favor: Terracio, Jackson, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Malinowski

The vote in favor was unanimous.

- b. Administrator Search Update – Ms. McBride moved, seconded by Ms. Dickerson, to begin discussion with the candidate regarding the negotiations for the contract.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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22. **MOTION PERIOD**

- a. Resolution Honoring John Bryant Lint for earning the rank of Eagle Scout on April 2, 2019
[MALINOWSKI] – Mr. Manning moved, seconded by Mr. Malinowski, to adopt the resolution for John Bryant Lint.

In Favor: Terracio, Malinowski, Newton, Myers, Kennedy, Manning, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Jackson

The vote in favor was unanimous.

23. **ADJOURN** – The meeting adjourned at approximately 10:58 PM.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Jennifer Wladischkin, Procurement Manager

Department: Finance - Procurement Division

Date Prepared: November 22, 2019

Meeting Date: December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	November 27, 2019
Budget Review	James Hayes via email	Date:	December 04, 019
Finance Review	Stacey Hamm via email	Date:	December 04, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee Administration & Finance

Subject: SE Sewer and Water Project award of Division 1 & 2

Recommended Action:

Staff recommends that the County Council approves the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

Motion Requested:

Move to approve staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding will be provided through Utilities System Revenue Bonds not to exceed \$35,000,000. The County Council approved Third Reading of the bond ordinance at its December 3, 2019 meeting.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The project is necessary to provide access to public sewer service to existing residences, small businesses, government offices and churches in the southeast area of Richland County which do not currently have access to a public sewer system. Additionally, the project will provide access to public sewer service of up to five (5) existing private wastewater treatment facilities to connect to the system and eliminate their current discharges. Consequently, it will also re-direct existing wastewater flow from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) to the County system per Intergovernmental Agreement signed on September 23, 2019 instead of flowing to the City of Columbia.

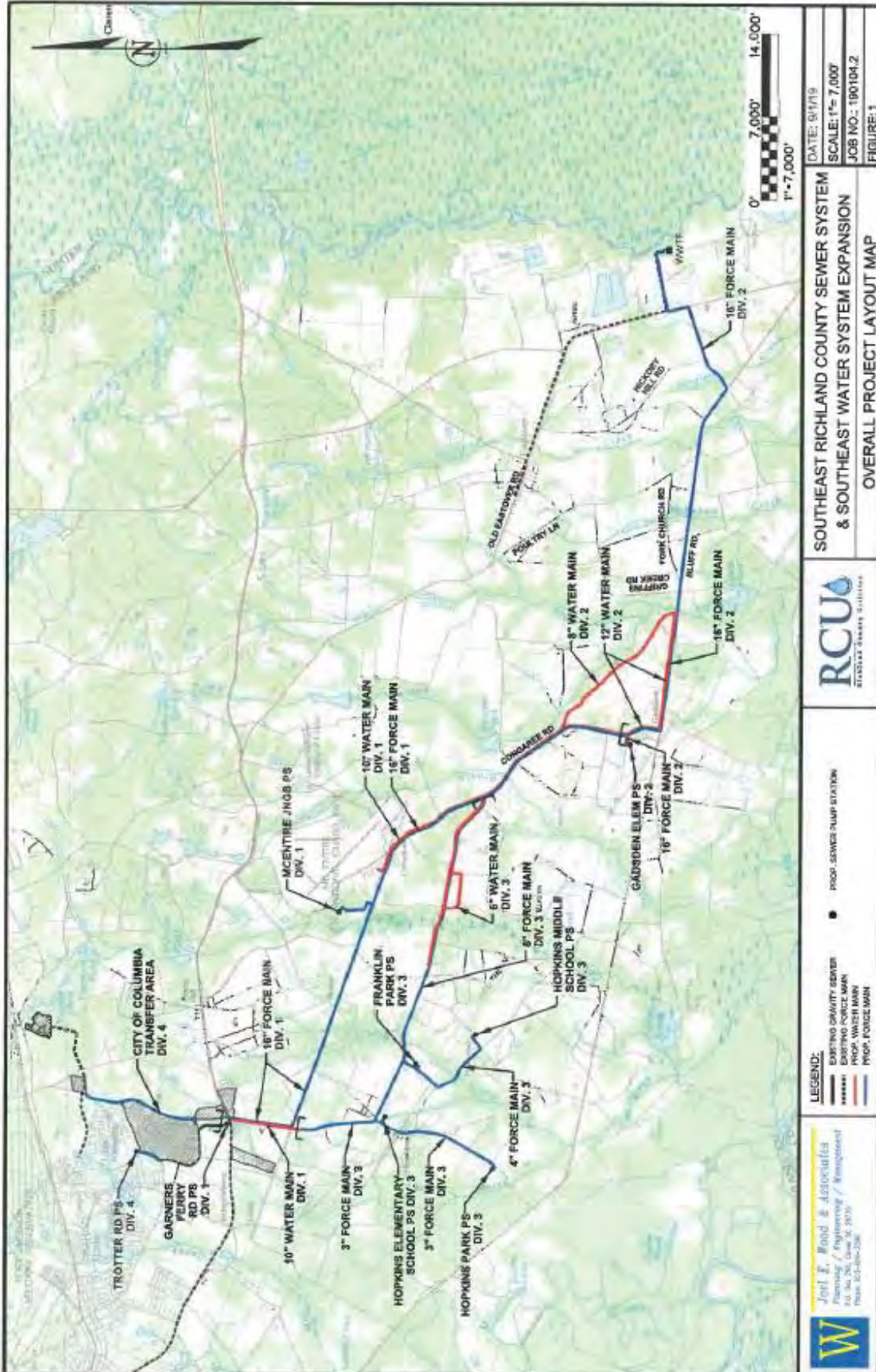
Procurement issued a solicitation for bids for construction on October 11, 2019. A mandatory pre-bid was held on October 22 at the Decker Center which was attended by over 30 prime contractors and subcontractors. The bid was divided into four divisions, to be awarded individually. Seven contractors submitted bids which were opened on November 13, 2019. There were three (3) bids for Division I, four (4) bids for Division II, one (1) bid for Division III and one (1) bid for Division IV. Attached is the breakdown of the bid tabulation by division.

The estimated total construction cost for Division 1 & 2 was \$18,315,000. The lowest bids we have received were from Tom Brigman Contractors with total construction cost of \$14,980,962.05.

The estimate for construction of Division 3 was \$6,042,000.00. The only bid received for Division 3 was \$9,996,337.00. The estimate for construction of Division 4 was \$1,965,000.00, and the only bid received for Division IV was \$3,962,372.00. Staff recommends no award for Divisions III and IV and will reissue a Request for Bid for those two Divisions.

Attachments:

1. SE Sewer & Water Map
2. Bid Tabulation by Division
3. Engineer's Recommendation



Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE_1__ OF2____
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Tom Brigman Const	Vendor: CBG	Vendor: McClam	Vendor: DS Utilities
1	Division 1			\$8,124,000.99 No discount	No bid	No bid	\$8,930,794.80 No discount
2	Division 2			\$6,856,961.06 No discount	\$8,274,676.25 No discount	\$7,515,460.88 No discount	No bid
3	Division 3			No bid	No bid	No bid	No bid
4	Division 4			No bid	No bid	No bid	No bid
	TOTAL			\$14,980,962.05	\$8,274,676.25	\$7,515,460.88	\$8,930,794.80
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE <u>2</u> OF <u>2</u>
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Stutts & Williams	Vendor: TCO Construction	Vendor: Legacy*	Vendor:
1	Division 1			\$11,166,245.00 No discount	No bid	No bid	
2	Division 2			No bid	\$7,638,991.52 No discount	\$8,166,393.00 No discount	
3	Division 3			\$9,996,377.00 No discount	No bid	No bid	
4	Division 4			\$3,962,372.00 No discount	No bid	No bid	
	TOTAL			\$25,124,994.00	\$7,638,991.52	\$8,166,393.00	
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

*Legacy flagged as non-responsive, did not complete all sections of the bid. Due to Legacy being the third lowest bid no further determination will be forthcoming unless the lowest then the second lowest bidders fail to go to contract.



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

November 19, 2019

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel.: (803) 684-3390
Fax.: (803) 628-2891

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-254-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT**

Dear Ms. Wladischkin:

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

On November 13, 2019 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 1 and Division 2 for the above referenced project to Tom Brigman Contractors, Inc. for \$8,124,000.99 (Division 1) and \$6,856,961.06 (Division 2) for a total of \$14,980,962.05 for both Divisions. The total for both Divisions is below the "Engineer's Estimate" for the two Divisions. The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

JOEL E. WOOD & ASSOCIATES, P. L. L. C.

Joel E. Wood, P.E., Managing Partner

Attch.
CC. RCU



Richland County Council

SPECIAL CALLED MEETING

December 17, 2019 – Immediately Following Zoning Public Hearing
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Calvin “Chip” Jackson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton and Allison Terracio

OTHERS PRESENT: Michelle Onley, Kim Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, Geo Price, Allison Steele, Brad Farrar, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Chris Eversmann, Beverly Harris, Clayton Voignier, Leonardo Brown, Larry Smith, Sandra Haynes, Denise Teasdell and Dwight Hanna

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:20 PM.
2. **APPROVAL OF THE MINUTES**
 - a. **Special Called Meeting: December 10, 2019** – Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as distributed.

Mr. Malinowski stated, at the end of the meeting on December 10th, the meeting had adjourned and the Administrator indicated there was an item that needed to be reconsidered. Therefore, we reconvened the meeting and reconsidered Item 17(b) “Authorizing the issuance and sale of not to exceed \$175,000,000 General Obligation Bond Anticipation Notes, Series 2020, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; providing for the payment of the notes and the disposition proceeds thereof; and other matters relating thereto”, but it is not reflected in the minutes. He understands the reason it is not reflected is that all of the recording equipment had been turned off; therefore, there is not an audio/video record of the vote(s). He requested the action(s) be added to the minutes prior to the minutes being posted online.

Ms. Myers responded that Mr. Malinowski was correct and that she simply took a voice vote on reconvening the meeting, reconsideration of the item, and adjournment of the meeting.

Ms. Terracio inquired if the votes were unanimous.

Mr. Malinowski responded the votes were not unanimous.

Ms. McBride moved, seconded by Mr. Manning, to approve the minutes as amended.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Malinowski stated we have transferred the entire D&S and A&F agendas to the Special Called Meeting agenda for action. Normally, we have a week, at least, to be able to review what took place at the committee meeting(s). Some people are not even on one or the other committee, and may not have been at the meeting to hear the discussion, and get pertinent information to cast a vote. It seems to him, if these are not time sensitive matters, he does not know why we are rushing to put them on the Council agenda.

Mr. Brown stated during the A&F Committee meeting there were two (2) items that were added to the “Items for Action”; therefore, they need to be added to the Council agenda for action, as well. Those items are as follows:

- a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design
- b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design

Mr. Manning stated, for clarification, these items were published as items not for action. Then, they were moved to action, in the committee, and now they are being added to the Council agenda. He stated he wanted to echo Mr. Malinowski’s concerns about the other items. He feels like if an item was published for action, and he was not on the committee, but he had an interest in knowing what was going on, particularly when the agenda that was published for tonight’s meeting did not have it. For the record, when he reads the agenda, he can tell whether the item is for action or not.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

4. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Richland County vs. SC Dept. of Revenue

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

6. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

7. **REPORT OF THE CHAIR** – No report was given.

8. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. Approval to Develop and Advertise CTC Funded Projects – Ms. Terracio stated the committee recommended to direct County staff to proceed with project development, staff design and advertisement for construction of the repair and resurfacing projects of the roads/intersections named herein using the “C” Funds previously approved by the CTC.

Special Called Meeting
December 17, 2019

Mr. Malinowski noted on p. 29 of the agenda Riverwalk Subdivision is listed as District 1, when it is actually in District 2.

Mr. Manning stated that Mr. Malinowski had brought this to the committee's attention, prior to them taking action on the item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Ms. Terracio moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. County Sidewalk Program – This item was held in committee.
- c. I move that Richland County undertake a study regarding the existence/prevalence of PFAS groundwater and soil throughout the County. If desired, the County should coordinate with all municipalities within its boundaries to derive a comprehensive study on these harmful chemicals, and if necessary or warranted, a plan for corporate remediation [MYERS] – This item was held in committee.

9. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Memorandum of Understanding – COMET – Mapping Services – Ms. Dickerson stated the committee recommended to approve the MOU, to correct the name of the entity from COMET to CMRTA/COMET, and include the CMRTA/COMET address on the last page of the MOU.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. Dickerson stated the committee recommended to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Terracio, to reconsider this item.

In Favor: Malinowski

Opposed: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. Approval of Award of Southeast Sewer and Water Project – Division 1 & Division 2 – Ms. Dickerson stated the committee recommended to approve the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- d. Approval to Purchase Mobile Data Routers for Fire Vehicles – Ms. Dickerson stated the committee recommended to approve the purchase of Sierra Routers including support equipment, installation and system start-up support in the amount of \$152,626.80 from Simple Com Technologies.

Mr. Malinowski noted in the committee meeting that one of the requirements for sole source procurement states that it must be justified with information on the efforts undertaken to locate alternative suppliers. That was not presented to us; therefore, he is recommending in the future that information is included.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

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The motion for reconsideration failed.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Dickerson stated the committee recommended to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Ms. Dickerson stated the committee recommended to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Livingston noted there was discussion at the committee meeting about additional language being included in the IGA.

Mr. Smith stated the recommendation was to change the language to ensure that any additional compensation due to the municipal judge that the FICA and all other benefits are paid by the municipality, and not the County.

Mr. Malinowski stated, for the record there are scrivener’s errors, and he will provide the corrections to the Clerk’s Office.

In Favor: Terracio, Malinowski, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson Newton, Myers, Dickerson, Livingston and McBride

Present but not Voting: Manning

The motion for reconsideration failed.

- g. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the Kneece Road Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- h. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the and Longreen Parkway Sidewalk Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

10. **OTHER ITEMS**

- a. Polo Rd. Sidewalk Project – Ms. Steele stated originally Polo Road and Harrison Sidewalk Projects were bid together. The prices that came in were well above the cost estimates; therefore, they were rebid separately. The bids were lower, but they are still over the cost estimate, and the referendum amount. Staff has provided three options: (1) Award the contracts to the lowest bidder; (2) Rebid the projects to attempt to get lower prices; or (3) Attempt to descope the projects.

Ms. Myers inquired if staff has a preferred way forward, which makes the most sense for the project to be completed efficiently, quickly and honors the request from Council.

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Mr. Brown stated these projects were within the communication Council received about 50 of 56 sidewalks. Since there was a separate discussion to ensure that we were approving projects within a certain amount, questions came up regarding these projects. The communication from Council was to approve these projects, but we wanted to make sure, in approving these projects, it was consistent with Council's understanding of moving forward with 50 of the 56 sidewalks.

Ms. Myers inquired if it was relevant that they are, or are not, within the referendum.

Mr. Brown stated it is a communication to make sure that we are clear. There were a lot of questions that came up, and we wanted to ensure that these are the 50 of 56 you previously wanted to approve.

Ms. Myers inquired if this was a duplicative vote.

Mr. Brown responded it is not a duplicative vote. It is a clarity vote to make sure that staff is clear because there were questions that came up about projects that are under the referendum, and projects that are not. These two (2), by themselves, may not meet the guidelines to be under the referendum. However, when you took a vote to say 50 of the 56, these were included. Staff wants to make sure they do not get a follow-up conversation as to how these projects got approve, when they did not individually fall under the referendum amount.

Ms. Myers stated, for clarification, these two (2) will be over the referendum, but will they be over the referendum amount for the category.

Mr. Brown stated the category will still be under the referendum.

Ms. Myers stated, for clarification, in total we will be under the referendum amount. These two (2) were scoped over the referendum amount, but because we have taken five (5) off the list we have the funding to do these.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired about the other six (6) sidewalk projects, and why we are not moving forward with them.

Mr. Brown stated Council approved, prior to tonight, to do 50 of 56 sidewalk projects. To which, at that time, it was communicated you could do these 50 and be under the category's referendum amount. During the course of these conversations, some questions came up related to specific projects, and whether or not they were approved individually, and were individually over the referendum amount. Because staff is trying to make sure they are doing a better job of carrying out what Council's directive are, they wanted to clarify, and make sure you were aware, that individually, these specific projects may be over the referendum amount, by themselves, but in total it is consistent with what you have already approved.

Mr. Malinowski stated he understood that, but he would like to know what happened to the other six (6) projects.

Mr. Brown stated nothing happened to the projects.

Mr. Malinowski stated, for clarification, there are six (6) other projects that could be funded, if funding were available.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired as to what happens if there is an excess amount of funding, or the funding is not totally used within a particular category.

Mr. Brown stated you would have the opportunity, within that category, to address additional projects that were not addressed. The funds will remain in the specific category until Council decides how the funds will be expended.

Mr. Jackson requested Dr. Thompson to make sure the public, and Council, are fully aware of what happened with the other six (6) projects.

Dr. Thompson stated we have enough money to do 50 of the 56 sidewalk projects. Should we have additional funding, then we will be able to work on the remaining six (6) projects. He stated staff will provide Council a list of the remaining six (6) projects, as well as the projected amount to complete those projects.

Ms. McBride stated these projects have been voted on several times. They have been vetted through the Transportation Ad Hoc Committee, and Council has previously voted on it.

In Favor: Jackson, Myers, Manning, Dickerson, Livingston and McBride

Opposed: Terracio, Malinowski and Newton

The vote was in favor.

Mr. Jackson moved, seconded by Ms. Dickerson, to reconsider this item.

In Favor: Terracio, Malinowski, Newton and Myers

Opposed: Jackson, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. Harrison Rd. Sidewalk Project – This item was approved in the previous item.
- c. Approval of Grants for Blythewood Industrial Park – Mr. Ruble stated we are eligible to receive \$2.37M in grants to kick start the Blythewood Industrial Park. The approvals were not received prior to the last Council meeting, and Council has to vote to receive the grant before a budget can be set up. Once the budget is set up, then they can begin the procurement process to hire an Engineer to design the site. After the Engineer designs the site, they have to go through a 2nd procurement process to hire the contractor to do the work. All of this has to be accomplished in a 18-month period, which puts a tight time constraint on getting this accomplished.

Ms. Dickerson moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski inquired if the proper zoning has been received for this property.

Mr. Ruble responded in the affirmative.

Mr. Malinowski requested Mr. Ruble to explain what is meant by “The SC DOC and SC PowerTeam grants are reimbursable.”

Mr. Ruble stated they do the work and submit documentation the money was spent, and we are reimbursed those funds.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson stated, as Chair of the Economic Development Committee, this is a tremendous opportunity for the County, in terms of the funding we are going to receive to move the Blythewood Industrial Park forward. One of the main issues in insuring that it is occupied quickly is to have this infrastructure work done. In identifying funds, from other partners, to make that happen, sooner than later, is why this is such a big deal.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Jackson, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

11. **EXECUTIVE SESSION** – Ms. Dickerson moved, seconded by Ms. Myers, to go into Executive Session.

In Favor: Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski, Jackson and Manning

Present but Not Voting: Terracio

The vote was in favor.

Council went into Executive Session at approximately 7:57 PM and came out at approximately 8:25 PM

Ms. Terracio moved, seconded by Ms. Newton, to come out of Executive Session.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- a. Richland County vs. SC Dept. of Revenue – No action was taken.

19. **MOTION PERIOD** –

- a. In my continued decade long battle for accountability, transparency, efficiency and effectiveness., I move that all County Council standing committees, ad hoc committees and one time/short term committee meetings be held in Council Chambers, as is the Transportation Ad Hoc Committee, with votes recorded in like fashion [MANNING] – This item was referred to the Rules and Appointments Committee.
- b. Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business [MALINOWSKI, McBRIDE, MYERS, NEWTON and TERRACIO]
– Staff was directed to bring back a recommendation at the next Council meeting.
- c. Resolution Honoring Dutch Fork High School Football team on winning their 4th straight championship [MALINOWSKI] – Mr. Malinowski moved, seconded by Ms. Newton, to adopt the resolution honoring Dutch Fork High School Football team on winning their 4th straight championship.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski thanked Ms. Roberts for the holiday decorations in Chambers.

20. **ADJOURNMENT** – The meeting adjourned at approximately 8:29 PM

Bill Davis

From: TARIQ HUSSAIN
Sent: Friday, December 4, 2020 11:16 AM
To: Dalhi Myers; CHAKISSE NEWTON
Cc: Bill Davis; JOHN THOMPSON; LEONARDO BROWN
Subject: Weekly Summary and Weekly Forecast Reports (12/04/2020)
Attachments: 12-04-2020 Summary Report.pdf; 12-07-2020 Weekly Forecast_SESWEP.pdf; OVERALL WATER MAP 12_3_20.pdf; OVERALL SEWER MAP 12_3_20.pdf

Good afternoon, the Honorable Councilwoman Myers and Councilwoman Newton,

Please find the attached weekly summary and next week's forecast report for the Southeast Sewer & Water Expansion Project. To date, 82 fire hydrants have been installed as part of this expansion project. The contractors will have a slower work schedule through December due to the holidays and equipment deliveries.

Please find attached updated maps for the project.

Best,

Jani Tariq Hussain
Deputy Director
P 803-401-0045
HUSSAIN.TARIQ@richlandcountysc.gov



RICHLAND COUNTS! Shape your future and your family's future. Participate in the 2020 Census.
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MEMORANDUM

TO: The Honorable Dalhi Myers, Richland County Council, District 10
The Honorable Chakisse Newton, Richland County Council, District 11

FROM: Bill Davis, Director of Utilities
John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

Date: December 4, 2020

Subject: Southeast Richland County Sewer & Water Systems Expansion Project Update

CC: Leonardo Brown, MBA, CPM, County Administrator

Project Construction Update

The Southeast Richland County Sewer & Water Systems Expansion Project construction continues per design. The information sometimes will look repeated since it is along a stretch of road in a tranquil country setting and staff anticipates that there should not be any barriers to impede progress. The project work continues at a good pace for all the divisions. The report is updated with new photos captured for the project work.

All four divisions of Phase 1 are in construction. The weekly report will provide updates on the progress of each division. The design shows the lines along Lower Richland Boulevard, Airbase Road, Congaree Road, Bluff Road, Reynolds Road, Cabin Creek Road, Ault Road, Trotter Road, Congaree Church Road, and Clarkson Road. The project status will also include the construction of sewer lines, water lines, lift stations, water service connections, and sewer service connections along the routes.

We have listed the Contract completion dates below. These dates do not reflect any adjustments for rain, equipment, and material delivery delays (due to COVID -19). The delays will be monitored and the timeline will be adjusted with each report. The current Division 1, Division 2, and Division 2B substantial completion dates are January 10, 2021, with final completion February 9, 2021. Division 3 and Division 3B substantial completion dates are January 26, 2021, with final completion February 25, 2021. The Division 4 substantial completion date is March 7, 2021, with final completion April 6, 2021. We are currently compiling information with our engineer and plant equipment manufacturers to obtain quotes for repairs at the Eastover wastewater treatment plant to achieve full permitted capacity in conjunction with the new system demand.

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
T 803-401-0050 | F 803-401-0030
rcu_services@richlandcountysc.gov | richlandcountysc.gov



DIVISION 1

Last week the crews continued installing air release and plug valves along Air Base Road. They also installed water line on Air Base Road and Congaree Road. Next week crew will continue installing plug valves, air release and make tie-ins. The second crew will install force main along Airbase Road from the creek crossing past James Crossing Road toward Mc Entire back gate.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 45,300 Feet	0 Feet	45,300 Feet	76.5%
Water 26,000 Feet	800 Feet	26,800 Feet	83.5%

The contractor installing line on the Airbase Road (See photo 1). The crew will have a flagger on Airbase Road to help with traffic. A total of thirty-one (31) fire hydrants have been installed in Division 1.



Photo 1: Line install

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
T 803-401-0050 | F 803-401-0030
rcu_services@richlandcountysc.gov | richlandcountysc.gov



DIVISION 2

Last week crew continued installing air release and plug valves on Bluff Road and tied the water line on Congaree Church Road to the water line on Bluff Road. Next week the crews will continue installing air release and plug valves and making tie-ins. on Bluff Road and Congaree Church Road.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 36,500 Feet	0 Feet	36,500 Feet	73.0%
Water 20,900 Feet	200 Feet	21,100 Feet	75.1%

The line install on Bluff Road. (See photo 2). The crew will have a flagger on the Bluff Road for traffic. A total of twenty-seven (27) fire hydrants have been installed in Division 2.



Photo 2: Line install

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
T 803-401-0050 | F 803-401-0030
rcu_services@richlandcountysc.gov | richlandcountysc.gov



DIVISION 3

Last week the crews installed force main on Lower Richland Boulevard between Horrell Hill Road and Back Swamp Road. Next week the crew will be installing force main on Lower Richland boulevard from Back Swamp Road toward Old Creek Road.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 45,700 Feet	1,200 Feet	46,900 Feet	77.6%
Water 19,000 Feet	0 Feet	19,000 Feet	89.8%

The line install on Lower Richland Boulevard (See photo 3). The crew will have a flagger on the Lower Richland Boulevard for traffic. A total of twenty-four (24) fire hydrants have been installed.



Photo 3: Line install

**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
T 803-401-0050 | F 803-401-0030
rcu_services@richlandcountysc.gov | richlandcountysc.gov



DIVISION 4

Last week the contractor made force main tie-ins on Trotter Road. Next week the crew will work on piping at the Trotter Road lift station and tie the lift station to the force main on Trotter Road. Next week all the lines will be installed but the DIV 4 still has sixty percent of work remaining to complete.

Installed as of December 3, 2020	Installed week of December 7 to December 11, 2020	Total installed to date	Percent complete
FM 13,130 Feet	340 Feet	13,470 Feet	100.0%
Gravity 1,500 Feet	0 Feet	1,500 Feet	100.0%

The force main install along Lower Richland Boulevard (See photo 4). The crew will have a flagger on Trotter Road. There are no fire hydrants designed in Division 4.



Photo 4: Force main install

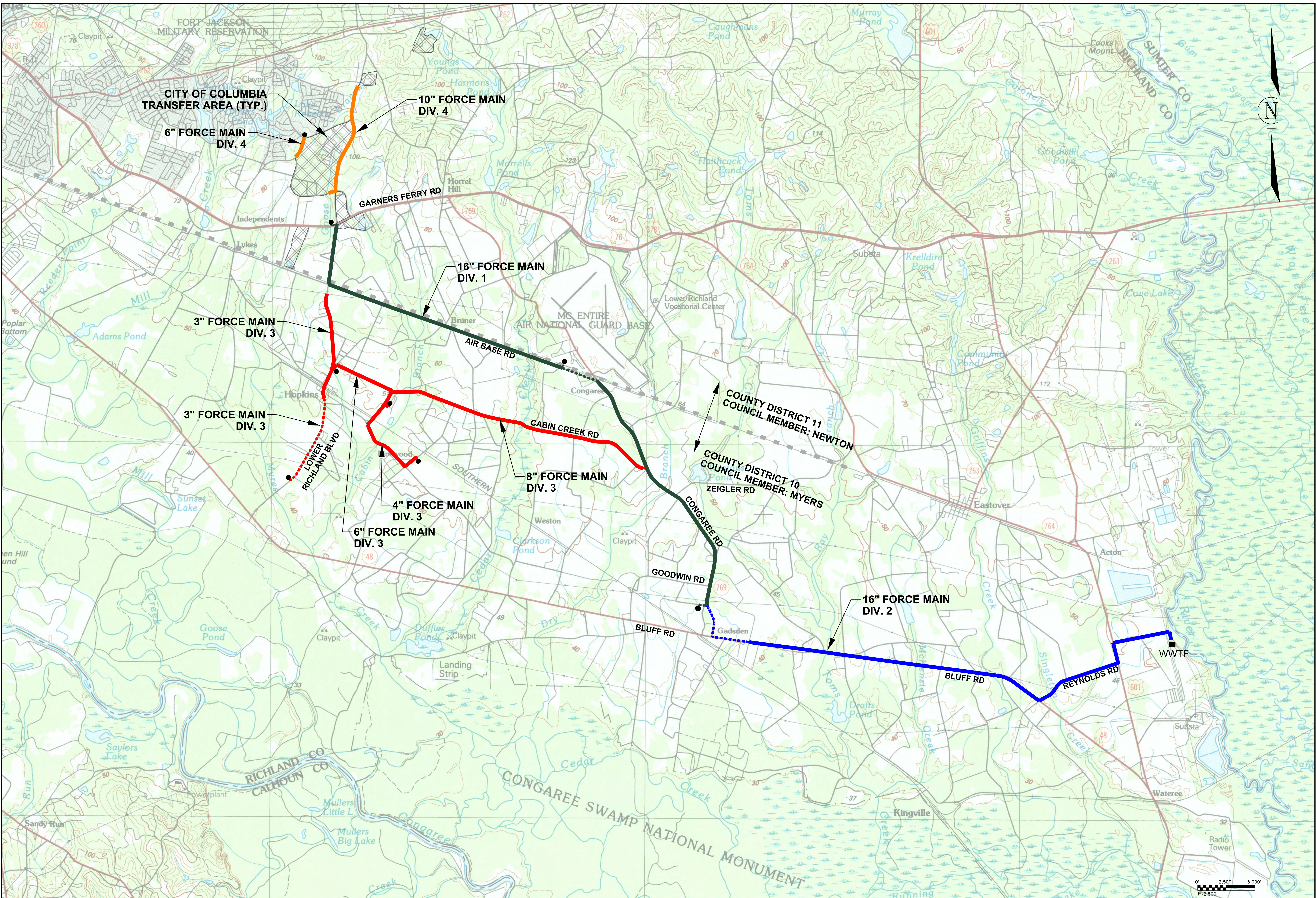


RICHLAND COUNTY UTILITIES

SOUTHEAST SEWER & WATER EXPANSION PROJECT

WEEKLY FORECAST REPORT: December 7 - December 11, 2020

DIV 1	Details	Summary
Flagger Delay (3 to 5 minutes)	Airbase Road	Last week the crews continued installing air release and plug valves along Air Base Road. They also installed water line on Air Base Road and Congaree Road. Next week crew will continue installing plug valves, air release and make tie-ins. The second crew will install force main along Airbase Road from the creek crossing past James Crossing Road toward Mc Entire back gate.
Sewer Force-main total installed	45,300 ft., 76.5% complete	
Water main -total installed	26,800 ft., 83.5 % complete	
Road Closure	None	
Fire Hydrants	A total of thirty-one (31) fire hydrants have been installed	
DIV 2	Details	Summary
Flagger Delay (3 to 5 minutes)	Bluff Road	Last week crew continued installing air release and plug valves on Bluff Road and tied the water line on Congaree Church Road to the water line on Bluff Road. Next week the crews will continue installing air release and plug valves and making tie-ins. on Bluff Road and Congaree Church Road.
Sewer Force-main total installed	36,500 ft, 73.0% complete	
Water main-total installed	21,100 ft, 75.1% complete	
Road Closure	None	
Fire Hydrants	A total of twenty-seven (27) fire hydrants have been installed	
DIV 3	Details	Summary
Flagger Delay (3 to 5 minutes)	Lower Richland Boulevard	Last week the crews installed force main on Lower Richland Boulevard between Horrell Hill Road and Back Swamp Road. Next week the crew will be installing force main on Lower Richland boulevard from Back Swamp Road toward Old Creek Road.
Sewer Force-main total installed	46,900 ft, 77.6 % complete	
Water main -total installed	19,000 ft, 89.8% complete	
Road Closure	None	
Fire Hydrants	A total of twenty-four (24) fire hydrants have been installed.	
DIV 4	Details	Summary
Flagger Delay (3 to 5 minutes)	Lower Richland Boulevard	Last week the contractor made force main tie-ins on Trotter Road. Next week the crew will work on piping at the Trotter Road lift station and tie the lift station to the force main on Trotter Road. Next week all the lines will be installed but the DIV 4 still has sixty percent of work remaining to complete.
Sewer Force-main total installed	13,470 ft, 100.0 % complete	
Gravity-main total installed	1,500 ft, 100.0% complete	
Road Closure	None	
Fire Hydrants	None	



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

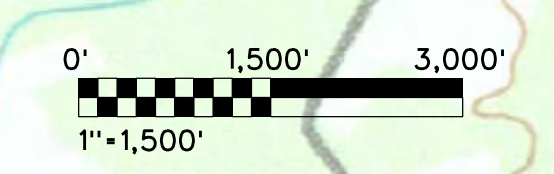
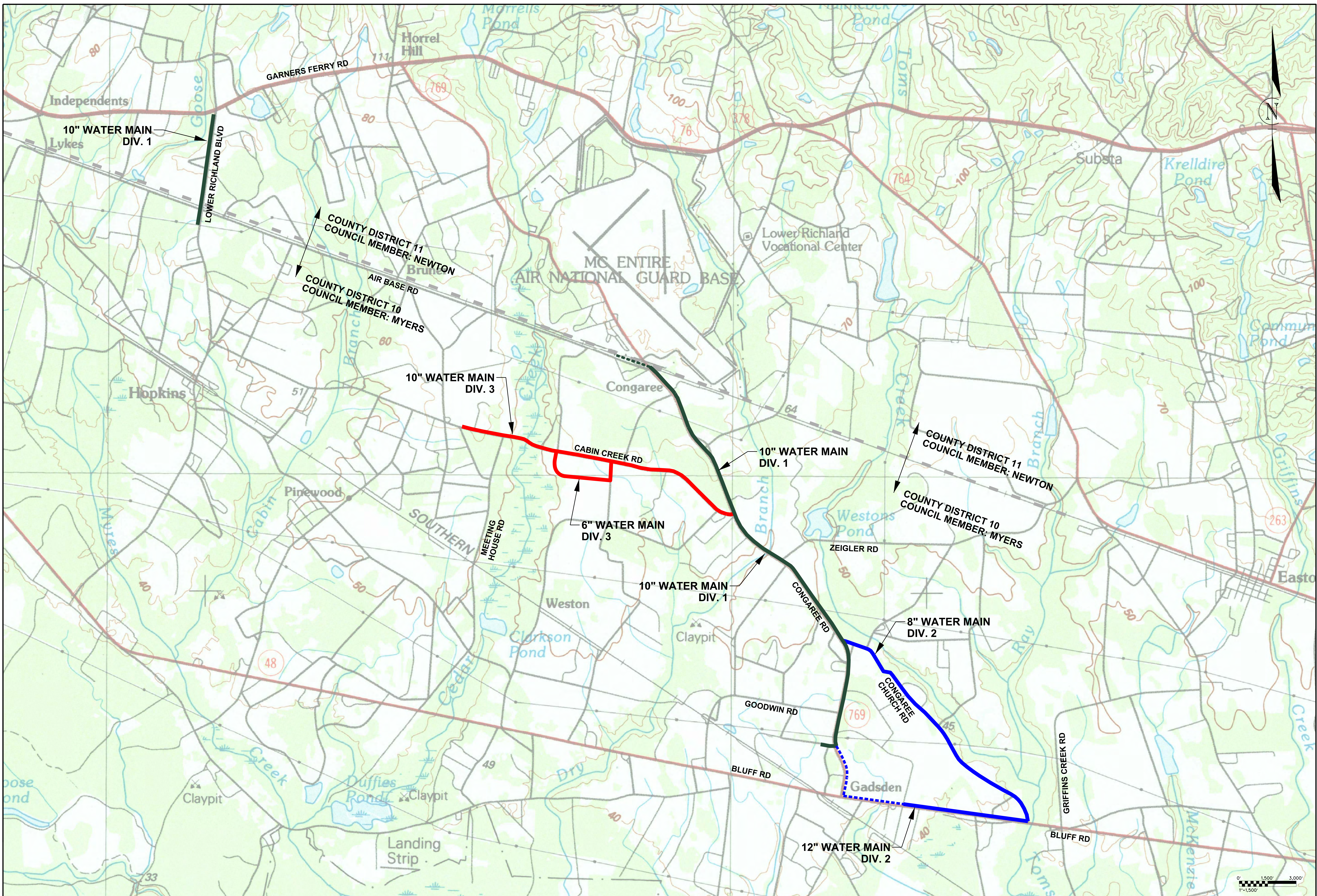
LEGEND:

	PROP. DIV. 1 SEWER (INSTALLED)		PROP. DIV. 3 SEWER (INSTALLED)
	PROP. DIV. 1 SEWER (REMAINING)		PROP. DIV. 3 SEWER (REMAINING)
	PROP. DIV. 2 SEWER (INSTALLED)		PROP. DIV. 4 SEWER (INSTALLED)
	PROP. DIV. 2 SEWER (REMAINING)		PROP. DIV. 4 SEWER (REMAINING)
	PROP. PUMP STATION		



PROPOSED FORCE MAIN PROJECT MAP
SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
& SOUTHEAST WATER SYSTEM EXPANSION

DATE: 12/3/20
 SCALE: 1" = 2,500'
 JOB NO.: 190104.2
 FIGURE: 1 OF 2



W Joel E. Wood & Associates
 Planning / Engineering / Management
 P.O. Box 296, Clover SC 29710
 Phone: 803-684-3390

LEGEND:

	PROP. DIV. 1 WATER (INSTALLED)		PROP. DIV. 3 WATER (INSTALLED)
	PROP. DIV. 1 WATER (REMAINING)		PROP. DIV. 3 WATER (REMAINING)
	PROP. DIV. 2 WATER (INSTALLED)		
	PROP. DIV. 2 WATER (REMAINING)		



PROPOSED WATER MAIN PROJECT MAP
SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
& SOUTHEAST WATER SYSTEM EXPANSION

DATE: 12/3/20
SCALE: 1"= 1,500'
JOB NO.: 190104.2
FIGURE: 2 OF 2

Attachment 3

From: [Bill Malinowski](#)
To: [Dalhi Myers](#); [JOHN THOMPSON](#)
Cc: [Dalhi Myers](#); [LEONARDO BROWN](#); [Michelle Onley](#); [Bill Davis](#); [ASHIYA MYERS](#)
Subject: RE: Sewer Ad Hoc Committee BD: Eastover Plant Upgrades – Southeast Sewer Project Flow Increase
Date: Friday, December 4, 2020 4:13:25 PM

I agree with Councilwoman Myers in that the item she refers to should be placed on the agenda for discussion. I would request that staff have some information to provide at that time if possible. If not, please advise when such information can be made available so it can be discussed at the next meeting.

Bill Malinowski

From: Dalhi Myers <dalhi31@gmail.com>
Sent: Thursday, December 03, 2020 11:53 AM
To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>
Cc: Bill Malinowski <Malinowski.Bill@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>; LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Michelle Onley <Onley.Michelle@richlandcountysc.gov>; Bill Davis <davis.bill@richlandcountysc.gov>; ASHIYA MYERS <MYERS.ASHIYA@richlandcountysc.gov>
Subject: Re: Sewer Ad Hoc Committee BD: Eastover Plant Upgrades – Southeast Sewer Project Flow Increase

Mr. Chair:

Dr. Thompson and the staff are aware that Albeleen Park, a subdivision along the phase 1 route, has consistently asked to be included in the project. There are nearly 50 houses there, many with compromised sewers. Joel Wood and I have met with the residents many times. Mr. Wood promised them that their homes would be included. They recently have been told that they are not in the currently plan.

Given the number of houses (almost 50), and the positive fiscal impact adding them would make to the overall bottom line (and considering that the project currently is under budget), can we please ask the staff to include a discussion of this issue and adding these very interested (and in need) potential customers, whose home literally are off of Lower Richland Blvd., to the project?

I believe excluding willing payers leaves money on the table solely for the external contractor's convenience and violates a commitment to connect all customers along the route.

Can this important issue be added to the agenda for next week? These customers will generate happily join the system and contribute to its sustainability once up and running. As well, they need the service.

Thank you for any consideration.

Dalhi

Sent from my wireless handheld device. Please excuse any grammatical errors. DM

On Dec 3, 2020, at 9:49 AM, JOHN THOMPSON
<THOMPSON.JOHN@richlandcountysc.gov> wrote:

Good morning, the Honorable Councilman Malinowski and the Honorable Councilwoman Myers.

Please find the attached briefing document, which is an updated one to the one that I shared with you on yesterday. The only change is to the quote page, which we made a larger font.

We look forward to meeting with you on next Tuesday, December 8, 2020 at 3:00 PM to 3:30 PM during the Sewer Ad Hoc Committee meeting to address this single item. Please let me know if you have any questions.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator
Richland County Government
Office of the County Administrator
803-576-1364
Thompson.John@RichlandCountySC.gov

<Eastover Plant Upgrades – Southeast Sewer Project Flow Increase.pdf>

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Jani Hussain, Deputy Director
Department: Utilities
Date Prepared: June 16, 2020 **Meeting Date:**

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval for Funds to Connect Allbene Park, Bluff Road Community and St Johns Church to SE Sewer and Water Expansion Project (SESWEP).		

Recommended Action:

There are two recommended actions for expanding the current Southeast Sewer and Water Expansion Project.

1. Approve funds to design and construct a sewer collection system for Allbene Park to be connected to the ongoing Southeast Sewer and Water Expansion Project (SESWEP) and to design and construct a sewer mains to the Smith Myers Road Community on Bluff Road and to St Johns Church on JW Neal Road.
2. Do not approve funds to design and construct a gravity sewer collection system for Allbene Park to be connected to the ongoing Southeast Sewer and Water Expansion Project (SESWEP) and to design and construct a sewer mains to the Smith Myers Road Community on Bluff Road and to St Johns Church on JW Neal Road. These two communities will be part of Phase 2 of the SESWEP, which begins in 2022, pending County Council approval and additional revenues from debt financing and/or a grant from the United States Department of Agriculture.

Motion Requested:

Move to accept either Recommendation 1 or 2.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact for approving the expansion to the SESWEP is \$1,482,000.00 for the cost of design, construction of a gravity system for the Allbene Park. Additionally, there is an annual cost of \$50,000 to operate and maintain the pump station that to be constructed for Allbene Park. The expected revenue based on the current sewer rate of \$55.68 for 21 homes signed for service is \$1,169.28 per month (\$14,031.36 annual).

The fiscal impact for approving the expansion to the SESWEP is \$582,076.83 for the cost of design, construction of Low Pressure force main system for Smith Myers Road Community on Bluff Road. The expected revenue based on the current sewer rate of \$55.68 for 10 homes signed for service is \$556.80 per month (\$6,681.60 annual).

The fiscal impact for approving the expansion to the SESWEP is \$33,810.00 for the cost of design, construction of Low Pressure force main system for the St Johns Church on JW Neal Road. The expected revenue based on the current sewer rate of \$55.68 for the church with 425 seating capacity is \$167.04 per month (\$2,004.48 annual).

Motion of Origin:

Council Member	
Meeting	
Date	

Discussion:

Allbene Park

The Allbene Park is a 42-home residential development located in the Hopkins area of Richland County (see figure 1 for location). Currently, all 42 homes are on a septic tank. At the build-out of the Southeast sewer project, Richland County will have a sewer main installed along Lower Richland Boulevard that is accessible to this subdivision. To connect Allbene Park to the sewer main, a sewer collection system will connect each home and transport sewer to the public main that will be designed and constructed.

The proposed sewer system will be a gravity collection system with a community pump station. The gravity main will be designed to convey generated sewage from homes to the station that will pump sewer to the public collection system. The estimated cost for the design and construction of this system is \$1,482,000.00. The gravity mains and community pump station will be turned over to the County for operation and maintenance.

The Bluff Road’s Community

The Bluff Road’s community is a cluster of homes along Smith Myers Road (See figure 2). Ten (10) residents from this community have expressed the desire to connect to the public sewer system. The design of the ongoing SE Sewer and Water Expansion Project includes a sewer force main to be installed along Congaree Road to Bluff Road. However, this community is approximately 14,000 feet from location of the closest force main to be installed on Bluff Road. A sewer collection system has to be designed to connect these homes to the public main. The cost for the design and construction is estimated at \$582,076.83.

The St Johns Church

St John Church is located on 230 J W Neal Circle off Clarkson Road (See figure 3). The church owner have expressed the desire to connect the church to the public sewer system. The design of the ongoing SE Sewer and Water Expansion Project includes a sewer force main to be installed along Clarkson Road. However, the location of the church is approximately 1600 LF from the proposed sewer line on Clarkson Road which is above the 200 LF threshold for service connection. Expanding the ongoing SESWEP project to provide sewer service to the church will cost \$33,810.00.

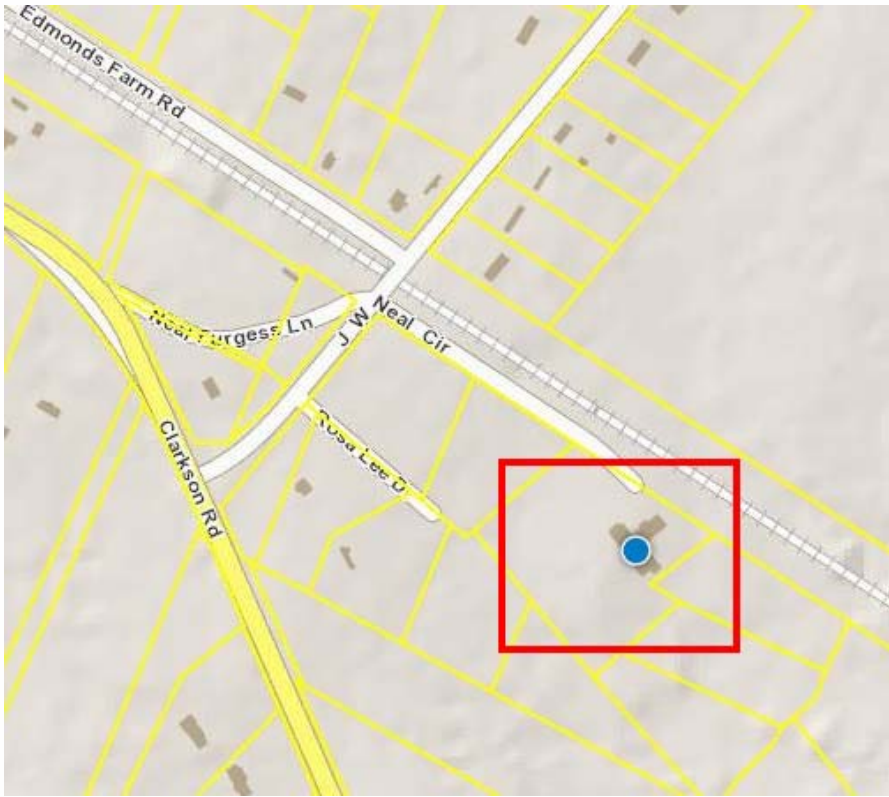
Figure 1: Location of Allbene Park



Figure 2: The Bluff's Community



Figure 3: St Johns Church



From: [Dalhi Myers](#)
To: [JOHN THOMPSON](#)
Cc: [TARIQ HUSSAIN](#); [Jessica Mancine](#); [LEONARDO BROWN](#)
Subject: Re: List of addresses - 230 Reverend Neal Circle
Date: Friday, June 12, 2020 1:43:52 PM

Hold on for further instruction. Thanks. Dalhi

Sent from my iPhone

On Jun 12, 2020, at 11:47 AM, JOHN THOMPSON
<THOMPSON.JOHN@richlandcountysc.gov> wrote:

Hello Jani,

Thank you for the information. Please contact the church to confirm their desire to connect to the system. As the 200-foot threshold has already been established and because this addition would alter the scope and cost of the project, please include in a BD for Council's approval along with the other two neighborhoods.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator
Richland County Government
Office of the County Administrator
803-576-2054
Thompson.John@RichlandCountySC.gov

From: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>
Sent: Friday, June 12, 2020 11:36 AM
To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>
Cc: Dalhi Myers <dmyers@richlandcountysc.gov>; Jessica Mancine <Mancine.Jessica@richlandcountysc.gov>
Subject: RE: List of addresses - 230 Reverend Neal Circle

Dr. Thompson,

We checked and did not find this address on the list where residents requested the desire to connect.

The address is beyond the 200 feet threshold to connect. The address is approximately 1000 feet away from the mainline for the phase 1 project. If there is a desire to connect by this address then please let me know to design and submit a change order in a BD to the County Council for approval.

Thanks

Jani Tariq Hussain

Deputy Director

P 803-401-0045

HUSSAIN.TARIQ@richlandcountysc.gov

<image001.jpg>

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From: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Sent: Thursday, June 11, 2020 10:45 PM

To: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>

Cc: Dalhi Myers <dmyers@richlandcountysc.gov>; JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Subject: Re: List of addresses

Thank you, sir. I did not see 230 Reverend Neal Circle on the list. Please confirm that it is not on the list. If not on the list, please advise if the landowner ever made contact with us. I understand that it is a church.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator

Richland County Government

Office of the County Administrator

Thompson.John@RichlandCountySC.gov

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On Jun 11, 2020, at 8:23 PM, TARIQ HUSSAIN

<HUSSAIN.TARIQ@richlandcountysc.gov> wrote:

Dr. Thompson,

Please see the attached list.

Thanks

Jani Tariq Hussain

Deputy Director

P 803-401-0045

HUSSAIN.TARIQ@richlandcountysc.gov

<image003.jpg>

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From: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>

Sent: Thursday, June 11, 2020 7:19 PM

To: TARIQ HUSSAIN <HUSSAIN.TARIQ@richlandcountysc.gov>

Cc: Dalhi Myers <dmyers@richlandcountysc.gov>

Subject: List of addresses

Director Hussain,

Please e-mail the list of addresses that will receive sewer and/or water connection as part of the SE Sewer and Water Expansion Project.

Thank you,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator

Richland County Government

Office of the County Administrator

Thompson.John@RichlandCountySC.gov

P [803-576-2054](tel:803-576-2054) **F** [803-576-2137](tel:803-576-2137)

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[Columbia, SC 29201](#)

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<Copy of Edited SE Richland Water Sewer Project 12-17-19
Final.xlsx>

Richland County Council Request for Action

Subject:

Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction

Notes:

November 19, 2020 – The D&S Committee recommended Council to authorize Administration to engage a third-party consultant to undertake a comprehensive review of Richland County’s long-term needed facilities and service delivery planning and construction work. Additionally, Administration will newly brand this plan and discontinue formal references to Richland Renaissance moving forward.

Richland County Council Request for Action

Subject:

Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive
[MANNING]

Notes:

November 19, 2020 – The D&S Committee recommended Council table this item.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	
Date Prepared:	November 02, 2020	Meeting Date:	November 17, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 05, 2020
Finance Review	Stacey Hamm via email	Date:	November 05, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Development & Services		
Subject:	Construction of a new Emergency Services EOC and facilities.		

STAFF’S RECOMMENDED ACTION:

It is recommended Council authorize Administration to move forward with construction of Emergency Services Headquarters, EOC and EMS facilities on property previously purchased for the project and return to Council with a funding strategy.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Issuing a bond to fund the project is recommended.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive

Council Member	Jim Manning, District 6
Meeting	Regular Session
Date	October 20, 2020

STRATEGIC & GENERATIVE DISCUSSION:

The purpose of this report is to obtain Council's approval to move forward with construction of the Emergency Services Headquarters, EOC and EMS facilities so that ESD has the necessary space to address the issues of emergencies and disasters. Not addressing the space needs of the Emergency Services Department will have a negative impact on providing essential services during emergencies and disasters. The site for the project has been secured. The next steps in the project are:

1. Identify a funding source.
2. Select an architect for the design.
3. Bid the project to select the construction company.
4. Complete construction.

Currently, the Emergency Services Department operates from the basement of the parking garage at 2020 Hampton Street. This includes emergency management planners, the Emergency Operations Center (EOC), Emergency Medical Service, Communications, Fire Marshals, Hazardous Materials Permitting, Logistics - equipment & supplies, and all support services. The Emergency Services Department moved into the pre-existing space in January 1994 because the old hospital building where ESD was located, was torn down to make room for the new Administration and Health Department buildings that currently occupy the site. The space under the parking garage was grossly inadequate at the time to accommodate the divisions of the Emergency Services Department and has only gotten worse. The existing space will soon require extensive repairs and improvements. ESD has received notice in several federal evaluations of having inadequate space in the EOC during exercises. Working in the EOC during actual and prolonged events has proven to be very difficult. Inadequate parking for ESD is also a problem that impacts other 2020 employees and visitors coming to the administration building. Moving ESD away from the 2020 complex will free up parking space.

Emergency Services provides essential services to the residents and visitors of Richland County. In addition, the state capital, numerous federal buildings, Fort Jackson, McEntire Base, the University of South Carolina, Benedict College, Midlands Technical College, Allen University, three major Interstates, railways and other critical infrastructure are part of the Richland County threat assessment and may present planning and response challenges.. Over the last five years, we have mitigated the effects of hurricanes, winter storms, tornados, hazardous material incidents and the 2015 flood. Including the 2015 flood, we had 14 major events or declared disasters in Richland County requiring the EOC to open.

It has been a struggle to properly manage the problems associated with events and disasters in the current EOC. The Pandemic of 2020 has also exacerbated the problems and issues with the inadequate facility.

New facilities are needed In order to properly address the challenges presented by emergencies and disasters. In 2013, Council recognized the issues and began planning for a new Emergency Services Headquarters, EOC and EMS facility. In 2013, property was purchased on Two Notch Road at Cushman Drive. An environmental study was performed on the site prior to purchase. The 14-acre site will house the Headquarters/EOC, EMS facility and logistics. Council also appropriated \$6 million dollars to start the design and site work for the facility. In 2016, Architects Design Group located in Winter Park, Florida conducted a space study. The space study addressed the need for adequate space for reliable and redundant systems to properly prepare, plan, respond and recover from emergency and disaster

threats. It includes features that will help with “social distancing’ recommendations. It also addresses space for EMS and logistics and includes a new 911 communications center that has since been taken out of the project. The estimated cost for the entire project was \$27.8 million and was based on building the facilities to withstand a category three hurricane. There are opportunities to identify cost savings in the project.

When the renaissance project began, the funding initially allocated by Council for the ESD project was diverted and used to help fund the purchase of renaissance properties.

Just as the current ESD space is used on a daily basis, all space designed into the new facilities will be utilized before, during and after a disaster or major emergency. The space will not sit idle.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

None

Richland County Council Request for Action

Subject:

Move to engage a third party design-build company to begin work on the \$2m SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November, 2020

Notes:

November 19, 2020 – The A&F Committee recommended including this item in the overall Renaissance Plan discussions.

Richland County Council Request for Action

Subject:

Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park

Notes:

November 19, 2020 – The A&F Committee recommended to instruct the Legal Department to advise Council on what steps need to be taken to deliver the park or the \$300,000 to the Taylors Community, which was negotiated on their behalf.



Agenda Briefing

Prepared by:	Clayton Voignier	Title:	Director
Department:	Community Planning & Development	Division:	Planning Services
Date Prepared:	October 30, 2020	Meeting Date:	November 19, 2020
Legal Review	Elizabeth McLean via email	Date:	November 06, 2020
Budget Review	James Hayes via email	Date:	November 05, 2020
Finance Review	Stacey Hamm via email	Date:	November 05, 2020
Approved for consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Taylors Community Park Funds		

STAFF’S RECOMMENDED ACTION:

Staff does not have a recommendation for this item; Council discretion.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

There are currently no funds dedicated to this project in the department’s budget. An amendment would not be necessary to facilitate the request where, if approved per the requested motion, the funds would be allocated to Richland County Recreation Commission for completion of the project.

The \$300,000 private donation should generally cover planning, construction, and other costs associated with a park’s development. Additional costs for recurring maintenance to the park would occur. Normally, RCRC has assumed maintenance costs per a Memorandum of Understanding (MOU). Likewise, depending on the site for the park, there may be costs associated with property acquisition, whereby the \$300,000 may not be adequate to cover all development expenses and additional funds would be required.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

On June 19, 2018, the County entered into an Infrastructure Credit Agreement with Project Reign (Reign Living, LLC) for the purpose of assisting in paying the costs of certain infrastructure related to the establishment of a commercial apartment complex within the County. Additionally, there was a secondary agreement around a private donation by which there were to be three payments of \$100,000 due in January starting in 2019, of which two of three have been received. The payments were posted to Miscellaneous Revenue in Neighborhood Redevelopment (1210650000). The nature of the agreement made to facilitate transfer of funds to the County for this park project remains unclear.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park.

Council Member	Dalhi Myers, District 10
Meeting	Regular Called Meeting
Date	October 6, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Staff was unable to locate Council action that either acknowledged the private donation or gave staff subsequent direction to move this project forward.

Richland County Recreation Commission (RCRC) generally implements park projects undertaken by the County. Staff is currently hosting discussions with RCRC on facilitating the development of parks at various locations in the County through MOUs for each park. As presented in the motion, staff suggests following this same process, i.e., establishing an MOU rather than an IGA to facilitate the development of any requested park.

Additional information is required for adequately facilitating any request to construct a park, such as site location, features, amenities, and programming elements. As such, the timeframe in completing this request by the end of the calendar year, per the original motion, may not be feasible, as staff would need additional time to determine these details and obtain approvals for any agreement drafted.

The current amount of funding indicated would generally be sufficient to construct a park, depending on the scope of amenities and/or facilities included. Staff is unaware of any identified site, and as such, a site would need to be determined as part of the construction process. Depending on the site chosen, there is the likelihood of incurring acquisition costs. Any acquisition costs would likely diminish the available funding to construct a suitable park, requiring supplemental funds from an additional source.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. October 6, 2020 Council Meeting Minutes
2. March 5, 2020 Email Correspondence Re: Follow up-Housing Concerns
3. February 26, 2020 Memorandum Re: Request for Information Atlas Road Park and Taylors Community Park
4. January 15, 2019 Correspondence and Copy of Check from William R. Johnson
5. Reign Living LLC Infrastructure Credit Agreement

22. **MOTION PERIOD**

- a. I move to restore \$37,561 to the Richland County Conservation Program Historic Preservation Grants from the Richland County Conservation Commission Reserve Account to be allocated in the FY21 grants program [TERRACIO] – This item was referred to A&F Committee.
- b. A Resolution in support of F-35 Joint Strike Fighter Basing at McEntire Joint National Guard Base [NEWTON] – Ms. Newton moved, seconded by Mr. Manning, to unanimously adopt the resolution and present it at the October 20th Council meeting.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- c. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylors Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park [MYERS] – This item was referred to the A&F Committee.
- d. Move to engage a third-party design-build company to begin work on the \$2M SE Richland County multi-purpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council-approved project by the end of November 2020 [MYERS] – This item was referred to the A&F Committee.
- e. Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- f. I move to amend the Public Nuisance Ordinance to define “Public Places/Establishments” to include restaurants, taverns, lodges, parking lots, and public places where children or students attend and/or normally congregate [DICKERSON] – This item was referred to the Rules & Appointments Committee.

23. **ADJOURNMENT** – The meeting adjourned at approximately 9:00 PM.

From: [ASHLEY POWELL](#)
To: [LEONARDO BROWN](#)
Subject: FW: Follow up-Housing Concerns
Date: Thursday, March 5, 2020 1:12:32 PM
Attachments: [Memo Request for Information Atlas Road and Taylor Community Parks Feb 26 2020.docx](#)
[Memo Request for Information Atlas Road and Taylor Community Parks Feb 26 2020.pdf](#)
[Memo Attachments reduced pages.pdf](#)

Good afternoon, Administrator Brown.

Please see attached and below relative to Council action on the parks Councilwoman Myers referenced in her correspondence.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
803-576-3584
powell.ashley@richlandcountysc.gov

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From: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Sent: Thursday, February 27, 2020 4:19 PM
To: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Subject: RE: Follow up-Housing Concerns

Good afternoon, Ashley,

After some considerable research, my staff were not able to find any Council or staff action related to the Taylor's Park project. Please see the attached memo with supporting documentation regarding the timeline of Council and staff action for Atlas Road Park.

The current status of the environmental assessment is that we are awaiting the acceptance of the bid by Summit Engineering.

Also, although staff did conduct an RFQ for design work, no vendors were qualified because the current plan is for RCRC to develop their own designs and invoice us for the work. The land is owned by the neighborhood association.

Please let me know if you have any questions or concerns.

Thank you,

Clayton Voignier, CCEP, CGAP

Director
Richland County Government
Community Planning & Development
803-576-2168
voignier.clayton@richlandcountysc.gov

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From: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Sent: Wednesday, February 19, 2020 5:19 PM
To: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Subject: FW: Follow up-Housing Concerns

Good evening, Clayton.

Please have Lauren, or whomever you deem appropriate, perform the requisite research to provide a comprehensive timeline of Council action on the two parks listed in Councilwoman Myers' below correspondence.

I am particularly interested in the following:

- If either of these projects were vetted by full Council;
- When; and
- What the terms/specifics of the action taken by Council were

It would be extremely helpful if staff could build in any staff action taken on this same timeline but given that you and several key members of your team are relatively new, I recognize that it might be difficult to do that and/or there may be some gaps in our knowledge. That is fine.

I would like this as soon as possible. Please let me know what would be a reasonable expectation as far as turnaround on this deliverable.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
803-576-3584
powell.ashley@richlandcountysc.gov

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From: ASHLEY POWELL
Sent: Thursday, January 30, 2020 10:52 AM
To: 'dalhi31@gmail.com' <dalhi31@gmail.com>; CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Cc: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>
Subject: RE: Follow up-Housing Concerns

Good morning, Vice Chair Myers.

In response to the below:

1. If my team inadvertently missed someone we said we'd contact, I take full responsibility for our having done so and I would like to take steps to rectify this immediately. To do so, I will need to know to whom are you referring when you say one has yet to be contacted.
2. As a part of the restructured SFHRP under myself and Director Voignier, customer satisfaction is factored into contractors being able to bid for and work on additional jobs. As such, we have been tracking this since Council was last briefed and I have yet to see less than a four (4) out of five (5) in customer satisfaction. If you would please provide names of individuals with concerns, I would like to do some research in advance of our meeting, to make the most efficient use of all of our time, and personally follow up with these individuals.
3. It was my understanding from our last conversation that we were to pursue an MOU with RCRC that would allow them to take the lead on our park planning. Mine and Ms. Watson's teams are meeting on February 4 for this reason. If you prefer to pursue an outside entity specialized in park planning, we can certainly discuss it, propose options and put it before Council.
4. I am unaware of any facility associated with the Historic Trail beyond the trail itself. Per my most recent update from Budget on 11.18.2019, there is funding in the amount of \$1,156,177 for the Historical Trail and an additional \$2M, originally approved by Council in FY18 for a multi-purpose building, which will remit back to the H-Tax Fund Balance.

I am happy to meet and discuss the above in greater detail but thought some context might be helpful in preparing for further discussion(s).

Prior to Thursday, February 6, my morning availability is as follows below:

- Tuesday, February 4, 2020; 8:30am – 10:00am
- Wednesday, February 5, 2020; 8:30am – 11:00am

Looking at Director Voignier's calendar, Wednesday would work better for him but I believe he could make Tuesday work.

Please let us know if any of the above dates/times work for you.

Administrator Brown, if your schedule allows, I think it would be helpful for you to join us as well.

As an aside, myself and other staff are having trouble getting email replies through to your 'dmyers@myersbusinesslawyers.com' account. I wanted to mention this in case you're not getting responses on some things as that may be why.

Thank you,

Ashley M. Powell, Assoc. AIA, AICP

Assistant County Administrator
Richland County Government
County Administrator's Office
powell.ashley@richlandcountysc.gov

P 803-576-3584 **M** 803-636-6093 **F** 803-576-2137

2020 Hampton St.
P.O. Box 192
Columbia, SC 29202
richlandcountysc.gov

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-----Original Message-----

From: Dalhi Myers <dalhi31@gmail.com> On Behalf Of Dalhi Myers
Sent: Thursday, January 30, 2020 7:59 AM
To: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>; CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Cc: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; Dalhi Myers <dmyers@richlandcountysc.gov>
Subject: Follow up-Housing Concerns

Good morning, ACA Powell and Director Voignier. Hope all is well. I wanted to get on your calendars next week to follow up on several items:

1. Seniors you were to contact about their need for assistance with home repairs (3- one says she still has not been contacted);
2. The quality of flood repairs and concerns being raised by flood victims (some of whom have reported repairs with second hand/reclaimed materials);
3. Potential to

use third party management company to undertake planning work on Atlas Road Community Park and/or Taylors Community Park; and 4. Lower Richland Historic Trail facility and funds.

Thanks so much. Early mornings are best for me. It would be helpful if we could meet before Thursday.

Thanks so much.

Be well.

Dalhi

Sent from my wireless handheld device. Please excuse any grammatical errors. DM

**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204



MEMORANDUM

To Clayton Voignier, Director, Community Planning & Development Department

CC Tommy Delage, Planning Services Manager; Denise Teasdell, Manager of Housing

From Brian Crooks, Comprehensive Planner; Jocelyn Jennings, Community Development Coordinator

Date February 26, 2020

Subject Request for Information: Atlas Road Park and Taylors Community Park

This memorandum serves as a response to the request for information regarding the Atlas Road Community Park and Taylors Community Park. Per the request, staff has put together a timeline of Council action regarding the two projects. The timeline includes the dates Council took up items, at Committee or full Council, that involve the park projects and any actions on those items. Additionally, staff actions related to the projects are interspersed within the timeline. **In researching actions and information on the two projects, staff did not find information regarding the Taylors Community Park, either by Council or staff. As such, the only information included in the timeline involves the Atlas Road Park.**

ATLAS ROAD PARK – *Timeline of Actions*

- March 3, 2015 – Community Correspondence (Letter) [Attachment A]
 - Letter from Atlas Road Community Organization to K. Washington requesting use as a playground and mailing address. Additionally, the letter requests to have the unsafe housing lien removed, otherwise, would negotiate a cost up to half to be paid.
 - NIP staff were included on correspondence to K. Washington.
- April 7, 2015 – Council Regular Session Meeting [Attachment B]
 - Motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 2045 Smith St (TMS R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - Item was sent to the D&S Committee.
- April 22, 2015 – Staff Correspondence (Email)
 - NIP staff stated they were coordinating property transfer from previous ownership to Atlas Road Community Organization when asked by CP&D Director.
- April 28, 2015 – Development & Services Committee Meeting [Attachment C]
 - Motion by N. Jackson, Seconded by B. Malinowski
 - *Forward to Council with a recommendation to have Richland County remove the lien off of the property located at 2045 Smith St (TMS 13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - Placed on consent agenda for upcoming meeting.

- May 5, 2015 – Council Regular Session Meeting [Attachment D]
 - Motion approved under Consent as presented from Committee to have the lien removed.
 - Action Required: Staff will develop and present a policy to Council to address future requests for removing liens off of property in a similar manner for their consideration – Legal, Building Services, Finance, Administration.

- October 12, 2015 – Council Regular Session Meeting [Attachment E]
 - Motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization.*
 - The item was referred to the D&S Committee.

- October 27, 2015 – Development & Services Committee Meeting [Attachment F]
 - At the October 12, 2015 Council meeting, motion by K. Washington
 - *To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization*
 - B. Malinowski moved, seconded by J.A. Dixon to defer the item until the November committee meeting for additional information. Unanimous vote in favor.

- November 24, 2015 – Development & Services Committee Meeting [Attachment G]
 - D&S Committee forwarded the motion as presented from the October 12 Council meeting and October 27 Committee meeting to Council without a recommendation.

- December 1, 2015 – Council Regular Session Meeting [Attachment H]
 - K. Washington, seconded by N. Jackson, moved *to approve removing the lien from the property.*
 - J.A. Dixon, seconded by J. Dickerson, moved *to defer this item until the December 8 Council meeting.*
 - Vote to defer was approved.
 - K. Washington requested the ROA for the previous property adjacent to 1420 Joe Frazier Court.

- December 8, 2015 – Special Called Meeting [Attachment I & J]
 - Council approved removing the lien off of the property located at 1420 Joe Frazier Court (TMS R13516-03-03).
 - Vote to reconsider failed.

- June 7, 2018 – Special Called Meeting (Budget 2nd Reading Public Hearing) [Attachment K]
 - Atlas Road Community Park listed under Item #46 by D. Myers to allocated \$5,000 to Atlas Road Community Organization from the Neighborhood Redevelopment fund balance

- June 14, 2018 - Special Called Meeting (Budget 2nd Reading) [Attachment L]
 - Neighborhood Redevelopment Motions/Items; Items 34-44
 - *Item #41 - Motion by D. Myers to allocate Neighborhood Redevelopment fund balance to award Atlas Road Community \$5,000 for a park*
 - Staff noted that Atlas Road Community Organization received an application for \$1,500 and was funding through the Neighborhood Matching Grant program; the funding was at odds with the motion by D. Myers.
 - D. Myers stated that the community organization was working with the planning department on a park, where they have their own land. The money would be to help fund development.
 - A substitute motion, which was approved, was to provide \$1,500 for the Neighborhood Matching Grant.



- Scope included evaluation of site conditions and design services, including all construction documents needed
- July 9, 2019 – Special Called Meeting [Attachment Q]
 - D. Myers, seconded by J. Dickerson, moved to *approve this item*.
 - Item 21b, FY2019-2020 Annual Action Plan Budget for CDBG and HOME.
 - Included within the budget was \$100,000 for a District 10 Atlas Road Park Construction Phase II.
- August 23, 2019 – Community Development meeting with RCRC
- August 23, 2019 through September 30, 2019 – Staff Correspondence (Email)
 - Community Development staff thanked RCRC for the meeting on August 23.
 - Community Development staff requested from RCRC any information they had regarding the park.
 - Community Development staff provided a draft predevelopment/design and construction timeline for RCRC
 - RCRC agreed via email to timeline
- October 4, 2019 – Staff Correspondence (Email)
 - Community Development staff sent request to procurement to solicit a bid from Summit Engineering to provide an Environmental Site Assessment for the park location at 2045 Smith Street, Columbia, SC 29205
 - CP&D executed a requisition from \$15,000 and attached a scope of work
- February 4, 2020 – CP&D Meeting with RCRC
 - Discussion during meeting included Atlas Road park, referencing environmental assessments and type and level of funding available for activities

ATTACHMENTS

- ➔ Attachment A – Community Letter to K. Washington
- ➔ Attachment B – April 7, 2015 Council Meeting ROA
- ➔ Attachment C – April 28, 2015 D&S Committee Minutes
- ➔ Attachment D – May 5, 2015 Council Meeting ROA
- ➔ Attachment E – October 12, 2015 Council Meeting ROA
- ➔ Attachment F – October 27, 2015 D&S Committee Minutes
- ➔ Attachment G – November 24, 2015 D&S Committee ROA
- ➔ Attachment H – December 1, 2015 Council Meeting Minutes
- ➔ Attachment I – December 8, 2015 Council Meeting Minutes
- ➔ Attachment J – December 8, 2015 Council Meeting ROA
- ➔ Attachment K – June 7, 2018 2nd Reading Budget Public Hearing Agenda
- ➔ Attachment L – June 14, 2018 2nd Reading Budget Council Meeting Minutes
- ➔ Attachment M – June 21, 2018 3rd Reading Budget Council Meeting Minutes
- ➔ Attachment N – June 26, 2018 A&F Committee Minutes
- ➔ Attachment O – July 10, 2018 Council Meeting Minutes
- ➔ Attachment P – August 6, 2018 Staff Correspondence
- ➔ Attachment Q – July 9, 2019 Council Meeting Minutes

**HAYNSWORTH
SINKLER BOYD**

HAYNSWORTH SINKLER BOYD, P.A.
1201 MAIN STREET, 22ND FLOOR
P. O. BOX 11889 (29211)
COLUMBIA, SOUTH CAROLINA 29201
MAIN 803.779.3080
FAX 803.765.1243
www.hsblawfirm.com

WILLIAM R. JOHNSON
DIRECT 803.540.7945
wjohnson@hsblawfirm.com

January 15, 2019

HAND DELIVERED

David A. Adams
Richland County Treasurer
2020 Hampton Street
Columbia, SC 29201

Re: Reign Living, LLC
HSB File No. 40192.1

Dear Mr. Adams:

Enclosed is a check in the amount of \$100,000. This check represents payment of the amount due from Reign Living, LLC to Richland County pursuant to Section 2.3 of the Infrastructure Credit Agreement dated June 19, 2018. Please let me know if you have any questions.

Best regards,



William R. Johnson

WRJ:sd

Enclosure

cc: Emily Luther
Jeff Ruble

0108

REIGN LIVING COLUMBIA LLC

2730 TRANSIT ROAD
WEST SENECA, NY 14224



KeyBank National Association
Schenectady, New York 12303
1-800-KEY2YOU



29-7/213

1/9/2019

PAY TO THE ORDER OF **Richland County, South Carolina**

\$100,000.00**

One Hundred Thousand and 00/100*****

DOLLARS

Richland County, South Carolina



AUTHORIZED SIGNATURE

MEMO

⑈000 108⑈ ⑆021300077⑆ 329681298926⑈

REIGN LIVING COLUMBIA LLC

Richland County, South Carolina

0108

Date	Type	Reference	Original Amt.	Balance Due	1/9/2019 Discount	Payment
1/9/2019	Bill		100,000.00	100,000.00		100,000.00
				Check Amount		100,000.00

Security features. Details on back.


Section 1. Based solely on information provided to the County by the Taxpayer, including the Notices of Intent, the County hereby certifies that (i) Parcel A and Parcel B each constitute an abandoned building site, and the improvements on each of Parcel A and Parcel B constitute two separate abandoned buildings, as defined by Section 12-67-120(1) of the Act, and (ii) the geographic area of each building site is consistent with Section 12-67-120(2) of the Act.

Section 2. 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 3. This Resolution regards only the certification of Parcel A and Parcel B pursuant to Section 12-67-120 of the Act. The County makes no representations, warranties, findings or determinations regarding any other matters, including the eligibility of the Taxpayer for any credit authorized pursuant to the Act, Parcel A's or Parcel B's fitness for a particular purpose or any zoning, permitting, or licensing matters.

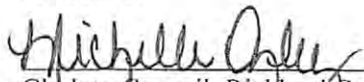
RESOLVED the 7th day of October, 2017.

RICHLAND COUNTY, SOUTH CAROLINA


Joyce Dickerson
Chair, Richland County Council

(SEAL)

ATTEST:


Clerk to Council, Richland County Council

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 031-18HR

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF AN
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO PROJECT REIGN; AND
OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Project Reign (“Company”) desires to establish a commercial apartment complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$27,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13 and approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01 (“Property”), in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk of Council, Richland County Council

First Reading: April 17, 2018
Second Reading: May 1, 2018
Public Hearing: May 15, 2018
Third Reading: June 19, 2018

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

REIGN LIVING LLC
(previously identified as Project Reign)

Effective as of: June 19, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 19, 2018 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REIGN LIVING LLC (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$27,000,000;

WHEREAS, by an ordinance enacted on June 19, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations and Covenants by the Company.* The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.
- (d) The Company hereby covenants to provide \$100,000 each year for three years, commencing on or before January 15, 2019, and continuing through January 15, 2021, for a total of \$300,000 ("Community Funds"), to the County for the purpose of acquiring, developing, constructing or improving certain parks, green spaces, recreational facilities or beautification projects ("Community Investment") within the community in which the Project will be located. The County shall have the sole discretion in determining the particular Community Investment on which the Community Funds shall be expended.

**ARTICLE II
INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$27,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B. Provided, the Infrastructure Credits available to the Company with respect to any particular Fee Payment shall not be applied unless and until the Company is current in its payment of Community Funds described in Section 1.2(d).

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$24,300,000 by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$24,300,000 / \$27,000,000 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an “Affiliate” of the Company so long as the Company provides 30 days’ prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An “Affiliate” of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd P.A.
Attn: Will R. Johnson
1201 Main Street, Suite 2200 (29201)
Post Office Box 11889
Columbia, South Carolina 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*


IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:




Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Reign Living LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

REIGN LIVING LLC

By: 
Name: Scott R. Sharp
Its: President

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

Approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13

Approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

33% per year for 10 years, commencing with the first property tax year after the property tax year in which the project is placed in service

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-20HR

AN ORDINANCE EXTENDING ORDINANCES 17-20HR AND 041-20HR, REQUIRING THE WEARING OF FACE MASKS TO HELP ALLEVIATE THE SPREAD OF COVID 19.

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.

WHEREAS, on July 6, 2020, Richland County Council passed Ordinance 17-20HR, an Emergency Ordinance Requiring the Wearing of Face Masks to Help Alleviate the Spread of COVID-19, and subsequently extended that ordinance with 041-20HR; and,

WHEREAS, the Council finds that the emergency conditions present on July 6, 2020, and at the time of the first extension, are still present today; and,

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-25 provides that:

All counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them. The powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties.

WHEREAS, South Carolina Code of Laws Annotated Section 4-9-130 provides that:

To meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances; but such ordinances shall not levy taxes, grant, renew or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency. Every emergency ordinance shall be enacted by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective

immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment; and

WHEREAS, Richland County Code of Ordinances; Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31 provides:

(a) An emergency ordinance may be enacted only to meet public emergencies affecting life, health, safety, or the property of the people. Such an ordinance may not levy taxes, grant, renew or extend a franchise nor may it impose or change a service rate;

(b) Each emergency ordinance shall contain a declaration that an emergency exists, defining the emergency, and shall be entitled an "Emergency Ordinance";

(c) Emergency ordinances require no readings or prior publications before adoption by county council;

(d) Emergency ordinances require a two-thirds (2/3) affirmative vote of members present for adoption;

(e) An emergency ordinance is effective immediately on the date of adoption and shall expire automatically on the sixty-first day following the date of enactment; and.

(f) The clerk of council shall be responsible for indexing and providing for compilation of the emergency ordinance adopted and shall, with the county attorney's assistance, cause a copy of the emergency ordinance to be filed in the office of the clerk of court;

WHEREAS, in light of the foregoing, County Council deems it proper and necessary to extend Emergency Ordinance 17-20HR and Ordinance 041-20HR;

NOW, THEREFORE, by virtue of the authority vested in the governing body of Richland County pursuant to Home Rule, S.C.Code Ann. Sections 4-9-25 and 4-9-130, and in accordance with the requirements of S.C.Code Ann. Section 4-9-130 and Richland County Code of Ordinances, Chapter 2, Administration, Article II, County Council, Division 2, Ordinances, Section 2-31, and in light of the foregoing, the governing body of Richland County declares that an emergency exists with respect to the presence of and the spread of the Coronavirus (COVID-19), and pursuant to the above authorities, and incorporating the federal and state emergency declarations, orders, measures, guidance and recommendations set forth in the prefatory clauses hereinabove, extends EMERGENCY ORDINANCE 17-20HR and ORDINANCE 041-20HR for an additional 61 days, as allowed by law.

SECTION II. Severability. If any section, subsection, or clause of this Emergency 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 Emergency Ordinance shall be effective beginning at on August 31, 2020. This Ordinance shall automatically expire on the 61st day after enactment of this Ordinance

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS _____ DAY OF
_____, 2020

Michelle Onley
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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