

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, FEBRUARY 09, 2021

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

February 09, 2021 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston
Richland County Council Chair

a. Roll Call

2. **INVOCATION**

The Honorable Bill Malinowski

3. **PLEDGE OF ALLEGIANCE**

The Honorable Bill Malinowski

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

- a. Regular Session: December 15, 2020 [PAGES 9-26]
- b. Zoning Public Hearing: December 17, 2020 [PAGES 27-29]
- c. Special Called Meeting: December 17, 2020 [PAGES 30-35]
- d. Special Called Meeting: December 29, 2020 [PAGES 36-37]
- e. Special Called Meeting: January 5, 2021 [PAGES 38-39]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Elizabeth McLean,
Acting County Attorney

"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."

- b. Receipt of Legal Advice: Coggins v. Seals and Richland County

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 40-48]
- b. Emergency Rental Assistance (ERA) Program Update
- c. 2020-2021 Retreat Follow-up [PAGES 49-51]
 - 1. State of the County Memorandum

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley,
Interim Clerk to Council

- a. Recognition from US Census Bureau for 2020 Census Partnership

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Request from Gary Watts Re: Retiree Health Insurance
- b. Equity Index Study

12. OPEN / CLOSE PUBLIC HEARINGS

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
- 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

13. APPROVAL OF CONSENT ITEMS

- a. 20-037 MA
Brian K. Smith
HI to GC (7.3 acres)
Farrow Road and Clemson Road
TMS# R17400-04-04 [SECOND READING] [PAGES 52-53]

14. THIRD READING ITEMS

- 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 54-56]
- 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 57-59]

15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

- a. Move that Richland County discontinue its practice of demolishing private property in the unincorporated areas of Richland County where that property is not on a public road without that property owner's consent and opportunity to be heard by Richland County council, and I further move that any and all such involuntary demolitions be incurred at the County's expense and not the property owner's expense. [MYERS] [PAGES 60-66]

16. 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 [Project Centrum]; and other related matters [FIRST READING] [PAGES 67-88]
- b. Authorizing the first amendment to the master agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the first amendment to intergovernmental agreement between Richland County and the City of Forest Acres; and other related matters [FIRST READING] [PAGES 89-100]

17. OTHER ITEMS

- a. 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 101-136]**

- b. FY20 - District 7 Hospitality Tax Allocations **[PAGES 137-139]**
- c. An Ordinance extending ordinances 17-20HR, 041-20HR and 055-20HR requiring the wearing of face masks to help alleviate the spread of COVID 19 **[PAGES 140-142]**

18. EXECUTIVE SESSION

"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."

19. MOTION PERIOD

- a. Approval of proposed letter in opposition of SC Senate Bill I **[PAGE 143]**

The Honorable Allison Terracio

20. 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
Regular Session
December 15, 2020 – 6:00 PM
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston Chair, Dalhi Myers Vice-Chair, Bill Malinowski, Joyce Dickerson, Yvonne McBride, Allison Terracio, Joe Walker, Gwendolyn Kennedy, Jim Manning, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Ashiya Myers, John Thompson, Ashley Powell, Lori Thomas, Bill Davis, Dwight Hanna, Clayton Voignier, James Hayes, Judy Cater, Michael Niermeier, Randy Pruitt, Kyle Holsclaw, Sandra Haynes, Stacey Hamm, Michael Byrd, Jennifer Wladischkin, Jani Hussain, Ronaldo Myers, Larry Smith, Jeff Ruble, Brittney Hoyle-Terry and Michael Maloney

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. **APPROVAL OF MINUTES**

- a. Special Called Meeting: November 19, 2020 [PAGES 9-13] - Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as distributed.

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

Abstain: Walker

The vote in favor was unanimous.

- b. Special Called Meeting: December 1, 2020 [PAGES 14-20] - Mr. Walker wanted the record to reflect that under the Council members present he is listed as “present”, then he is listed as “not present” in every subsequent vote of the meeting. He was not there so he requested the minutes were adjusted to reflect so.

Ms. Terracio moved, seconded by Ms. Dickerson to approve the minutes as amended.

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

Abstain: Walker

Present but Not voting: Manning

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The vote in favor was unanimous.

- c. Special Called Meeting: December 8, 2020 – Ms. Dickerson moved, seconded by Mr. Walker, to approve the minutes as distributed.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Kennedy, Myers

Abstain: Malinowski, Newton

Present but Not voting: Manning

The vote in favor was unanimous.

- 5. **ADOPTION OF AGENDA** – Mr. Livingston stated he was aware there were some items that needed to be added to the agenda.

Ms. Onley stated the Presentation of a Resolution for Richland County Attorney Larry Smith and District 7 Hospitality Tax Allocation needed to be added to the agenda.

Mr. Livingston added the District 7 Hospitality Tax Allocation under “Other Items”.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

Ms. Newton made a substitute motion, seconded by Mr. Walker, to add the Presentation of a Resolution for Larry Smith, District 7 Hospitality Tax Allocation, an update on Council’s motion to grant a public hearing to former Administrator Gerald Seals regarding his termination and “The Report of the Employee Evaluation Ad Hoc Committee”, in order to discuss the recruitment process for the County Attorney.

Mr. Livingston added the Report of the Employee Evaluation Ad Hoc Committee after the Report of the Sewer Ad Hoc Committee.

In favor: Dickerson, McBride, Livingston, Terracio, Walker, Myers, Newton

Opposed: Malinowski, Manning

Present but Not Voting: Kennedy

The vote was in favor.

- 6. **PRESENTATION OF RESOLUTION TO COUNTY ATTORNEY LARRY SMITH** - Ms. Onley read the resolution for County Attorney Larry Smith into the record

Ms. McBride moved, Seconded by Ms. Myers, to adopt the resolution.

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

Present not voting: Kennedy

The vote in favor was unanimous.

Mr. Livingston stated on behalf of County Council, as well as the citizens of Richland County, they were extremely grateful for his service, commitment and dedication to the County for such a long period of time. He has certainly made a difference and they are proud and will continue to appreciate that.

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

- 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)
- d. Update on County Council's motion to grant a public hearing to Former Administrator Gerald Seals regarding his termination

Mr. Smith stated that items B, C and D would need to be taken up first since they required outside counsel.

Ms. McBride moved, seconded by Ms. Dickerson, to go into Executive Session.

In Favor: Dickerson, McBride, Livingston, Terracio, Manning

Opposed: Malinowski, Walker, Myers, Newton

Present not Voting: Kennedy

The vote was in favor.

Council went into Executive Session at approximately 6:25 PM and came out at approximately 7:36 PM

Mr. Walker moved, seconded by Mr. Manning to come out of Executive Session.

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

Present not voting: Kennedy

The vote in favor was unanimous.

Mr. Livingston stated that no action was taken during Executive Session

8. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – Mr. Robert Reese submitted comments regarding Item 18(b): "Sewer Service for Albene Park."

POINT OF ORDER: Mr. Malinowski requested the comments in Public Input be limited to 2-minutes, as stated in Council Rules.

9. **CITIZEN'S INPUT**

- 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.) – No comments were received for this item.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update [PAGES 21-27] – Mr. Brown stated we have heard in the news about the rising number of cases. At the time this packet were presented, you can see that the percent positive in South Carolina has risen to 21.3%. He believed that as of today DHEC is reporting that the number was about 19.9%. He noted the rate is way above the 5% positive number that is the ideal. The trend line over the past three weeks shows a continued rise in cases. Page 25 shows the specific statistics for Richland County. After the Thanksgiving holiday, you could see the rise in cases. On p. 26, you will find the overall view of Richland County's numbers across the board with the number of tests: positive cases, hospitalizations, and reported deaths. Also included in the packet, is the efforts made by the Richland County Staff, as well as the contractors, to get relief funds into Richland County. As a result of those efforts, we have been approved to receive funding in the following five (5) categories: 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), and Program Treasury/SC – Coronavirus Relief Fund (CRF) Program. This report does not reflect all of the requests that we will be making, there is supposed to be a Phase II, and our team is working hard to try to get funds allocated. Right now, this represents the efforts and the funding they have been approved to receive, which will ultimately come back into the General Fund to deal with some of those programs and projects that would normally be paid for by General Fund dollars, but had to be moved to pay for Covid-19 related issues.
- b. Appointment of Assistant County Administrator [PAGES 28-32] – Mr. Brown introduce the new Assistant County Administrator Lori Thomas.

Ms. Thomas stated that she was honored and humble to be asked to be a member of the Richland County team. She stated for the last 13 years she worked in finance, operations, management, organizational development, and strategic planning. She looks forward to being able to use those skill to help staff to continue the great work that they do. She also spent 20 years in the private sectors where she was a Chief Financial Officer and General Manager. She graduated from the University of South Carolina with a Bachelor in Business Administration. She received her master's from Winthrop University in Business Administration and is a graduate of the University of Wisconsin's Advanced Government Finance Institute.

11. **REPORT OF THE INTERIM CLERK OF COUNCIL**

- a. Update on Council Retreat Location – Ms. Onley stated IT, PIO and herself conducted a site visit at the Township and spoke with their event planner. As a result of the discussion, it was determined the Green Room may not be adequate for social distancing. The Township stated we could use the Auditorium with the Councilmembers on the stage and staff in the audience. She stated she has also reached out to the Columbia Museum of Art and we could use their loft, but we would have to utilize the downstairs salon for Executive Session, and there is no AV available in the salon.

Mr. Walker moved, seconded by Mr. Malinowski, to use the main auditorium of the Township Auditorium for the 2021 Richland County Council Retreat.

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Ms. Terracio inquired about Executive Session at The Township. She assumed that Council would stay on the stage and everybody else would leave the room.

Ms. Onley responded in the affirmative.

Ms. McBride thanked the Administrative staff and Ms. Onley for following-up. She noted she had concerns about the size of the Green Room and she is glad we are moving to the auditorium. She inquired if they had to use the stage.

Ms. Onley responded in order to be socially distant and to accommodate the livestream, it would be best to be on the stage.

Mr. Livingston inquired about changing rooms and the costs.

Ms. Onley stated there may be a small charge for the electricity, but that would be the only cost.

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

Abstain: Dickerson, Manning, Myers

Present but Not voting: Kennedy

The vote in favor was unanimous.

12. **REPORT OF THE CHAIR**

a. 2021 Council Retreat:

1. Livestreaming or Recording [ACTION] – Mr. Livingston requested Ms. Onley to give an update in regards to livestreaming.

Ms. Onley noted PIO and IT have indicated it would be possible to livestream the Retreat.

13. **OPEN / CLOSE PUBLIC HEARINGS**

a. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto – Mr. Malinowski requested to identify the property we are referencing for the record.

Mr. Ruble stated the public hearing is in reference to Project Collet, and the property is located in the Carolina Pines Industrial Park.

Mr. Malinowski inquired if Council has voted on this particular development.

POINT OF ORDER: Mr. Walker inquired if it was appropriate to have discussion during the public hearing portion.

Mr. Livingston responded he was providing clarify before the public hearing was opened.

Ms. Onley responded no comments were received for this item.

14. **APPROVAL OF CONSENT ITEMS**

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

Ms. Terracio moved, seconded by Mr. Walker to approve the Consent Items.

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

Present not voting: Kennedy, Manning

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto – Mr. Livingston noted this item is related to the earlier public hearing item.

Ms. Terracio moved, seconded by Mr. Walker, to approve.

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

Opposed: Myers

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Mr. Walker, to reconsider this item.

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

Not Present: Kennedy

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- 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 –
- 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

Mr. Manning moved, seconded by Ms. McBride, to approve items (a) and (b).

Mr. Malinowski inquired if Mr. Ruble could explain where these funds were coming from and why

they were going there.

Mr. Ruble responded the funds are coming from the Economic Development Fund to purchase property for Project Sunshine, which is Mark Anthony Brewing.

Mr. Malinowski noted it appears the funding is coming from the General Fund.

Mr. Hayes responded the funds are currently located in the General Fund. Those funds were committed for Economic Fund Balance and we have to transfer them from the General Fund to the Economic Development Fund. It is an operating transfer from the General Fund to the Economic Development Fund.

Mr. Malinowski inquired if those funds were approved during the budget process.

Mr. Hayes responded they were a part of the committed fund balance for Economic Development in the General Fund, but the funds were not approved in this year's budget, which is why we are doing the budget amendment. Anytime we need to utilize funds in the fund balance, Council needs to amend the budget.

In Favor: Malinowski, Dickerson, McBride, Terracio, Walker, Manning, Myers, Newton

Present not voting: Livingston

Not Present: Kennedy

The vote in favor was unanimous.

17. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

I. NOTIFICATION OF APPOINTMENTS

- a. Richland Library Board of Trustees – 1 – Mr. Malinowski stated the committee recommended appointing Mr. William P Stork.

Mr. Livingston inquired if any of the applicants were incumbents.

Mr. Malinowski responded none of the applicants were incumbents.

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

Present but Not voting: Manning

Not present: Kennedy

The vote in favor was unanimous.

- b. Richland Memorial Hospital Board of Trustees – 2 – Mr. Malinowski stated the committee recommended re-appointing Ms. Helen B. Woods and re-advertising for the remaining vacancy.

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

Not Present: Kennedy

The vote in favor was unanimous.

18. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Dirt Road Package K-Contract Award – Mr. Manning stated the committee recommended approval of the award of Dirt Road Package K to McClam & Associates, Inc. in the amount of \$834,743.10 and to approve a 10% construction contingency and a 10% utility contingency for a total budget of \$1,001,691.72.

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

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

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

In Favor: Walker

Opposed: Malinowski, Dickerson, McBride, Terracio, Manning, Myers, Newton

Present but Not voting: Livingston

Not present: Kennedy

The motion for reconsideration failed.

- b. Transportation Program Advisory Committee (TPAC) Discussion – Mr. Manning stated this item was held in committee.

19. **REPORT OF THE SEWER AD HOC COMMITTEE**

- a. Eastover Plant Upgrades – Southeast Sewer Project Flow Increase – Mr. Malinowski stated the committee recommends to approve staff's recommendation to approve the additional services for rehabilitation work at the Eastover Wastewater Treatment Plant (WWTP) and to add 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..

Ms. Newton inquired about the funding source for this change.

Mr. Davis responded they have bond money that had contingency fund in it to cover the costs.

In Favor: Malinowski, Dickerson, McBride, Terracio, Walker, Manning, Myers, Newton

Present Not voting: Livingston

Not Present: Kennedy

The vote in favor was unanimous.

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

In Favor: none

Opposed: Malinowski, Dickerson, McBride, Livingston, Walker, Manning, Newton

Present not voting: Myers

Not Present: Kennedy

The motion failed.

b. Sewer Service for Albene Park – Mr. Malinowski stated the committee discussed this item at length. A new motion has been made within the committee to include Albene Park in the Phase I development. Mr. Malinowski noted many of those residents have serious problems with their current septic systems. This was held in committee, so staff can bring additional information back prior to it being forwarded to Council for discussion and a vote.

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). – No action was taken.

20. **EMPLOYEE EVALUTAITON OVERSIGHT AD HOC COMMITTEE**

a. Ms. Newton stated the committee directed staff to get additional information about recruitment firms we might be able to use to procure a County Attorney. Following that direction, staff did come back with information, and she forwarded an email to Council. There are currently three recruiting firms on State contract we would be able to work with, without an additional procurement. These firms do not specialize in procuring legal services, but two of them do have experience recruiting for government and one of them has found city attorneys for other municipalities. The Procurement staff did identify other recruiting firms that do specialize in recruiting attorneys; however, those firms were out of state.

Mr. Livingston inquired if this item would be taken up at the next committee meeting or do we need to take action on it now.

Ms. Newton responded it is not currently on the agenda for tomorrow's committee meeting, but the committee could amend the agenda. She noted, if we wanted to take action, the next Council meeting would be in February, unless a Special Called meeting was called.

Ms. McBride inquired what would happen if Council does not appoint an Interim County Attorney.

Mr. Livingston responded that will be a part of the Executive Session discussion.

Mr. Manning inquired if Council could do a motion to delegate the committee to make that decision.

Mr. Livingston responded in the affirmative.

Mr. Manning moved, seconded by Mr. Walker, that Richland County Council authorize the Employee Evaluation Oversight Ad Hoc Committee make the determination as to whether to use one of the State contract firms or to pursue the procurement process for a specialty firm for a County Attorney.

In Favor: Dickerson, McBride, Livingston, Terracio, Walker, Manning, Newton

Opposed: Malinowski

Present but Not Voting: Myers

Not Present: Kennedy

The vote was in favor.

Mr. Walker moved, seconded by Mr. Manning, to reconsider this item.

In Favor: Malinowski

Opposed: Dickerson, McBride, Livingston, Terracio, Walker, Manning, Newton

Present but Not Voting: Myers

Not Present: Kennedy

The motion for reconsideration failed.

21. **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 – Mr. Manning stated Council may recall that last week we deferred this item for clarification. The clarification is on p. 208, under the “Notes” section, on “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.”

Mr. Manning moved, seconded by Mr. Malinowski, to approve the committee’s recommendation.

Ms. Dickerson requested clarification on whether we are discontinuing the use of the name “Richland Renaissance” or if we are going to determine whether we discontinue the use of the “Richland

Renaissance.”

Mr. Manning responded, the committee discussion was there were a lot of people that a variety of understandings, emotions and thoughts, so it would be best moving forward to rebrand the project.

Ms. Terracio stated her recollection is we had a discussion about rebranding at the last Council meeting. She inquired if motion passed.

Mr. Manning responded he believes we had some discussion. There were some other elements, and a lot of confusion. Ms. A. Myers clarified that different committees took up different parts of these. Rather than taking action on it at the last meeting, Council deferred it so we could have it in writing.

Ms. Newton inquired if item 21(c) was also included in item 21(a).

Mr. Manning responded his understanding is that is the case. When we got to Item 21(c), we would not have to take it up separately. It would be included under the authorization of the third-party consultant.

Ms. Newton stated, regarding the rebranding of Richland Renaissance, she would be open to leaving some flexibility on the rebranding because she did not want to obliterate the hard work Council and staff put into the Renaissance Project.

Ms. Dickerson stated that she wished it could be reconsidered with the community involved since the community is engaged and involved in this Richland Renaissance. A lot of them were disappointed and they have serious feeling about that. She stated that the citizens should have a say in the rebranding of this committee.

Ms. McBride stated there are a number of citizens that have positive feelings about the Renaissance. The other part is we approved prioritizing DSS, the 911 Emergency Center, and the Antique Mall.

Ms. McBride stated, if accept Mr. Manning’s motion, she would like to add the prioritization of those facilities.

Mr. Livingston stated we know it is a part of Mr. Manning’s motion.

Ms. McBride stated it was not written out; therefore, she offered a friendly amendment to include it in Mr. Manning’s motion.

Mr. Manning noted he is not clear, if we this has already passed why would we amend the motion to include something that was passed at another time.

Ms. McBride stated we keep having the same conversation and we keep getting the same response.

Ms. A. Myers stated Ms. McBride maybe referring to the Renaissance Committee meeting, when that was discussed, it was not necessarily a motion to prioritize.

Ms. McBride stated it was voted on.

Ms. A. Myers stated the motion that came out of the Renaissance Committee was to direct staff to move forward. Then it was lumped into the comprehensive plan with Ms. Newton’s motion at D&S. That may not have been the intent, but she thinks that is where the confusion may be coming in.

Mr. Livingston requested staff go back and review the minutes.

Ms. Terracio requested to have the motion on the floor restated.

Mr. Manning stated the motion is “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”

Mr. Malinowski stated we either need to vote on the next three matters, or defer them until the Clerk provides the minutes Ms. McBride is referring to. He believes they are two different items, and we need to see exactly what that was prior to take any additional information.

Ms. Onley stated motion is in the November 17th Council minutes

Mr. Livingston inquired at to what the minute’s state.

Ms. Onley stated it was the second substitute motion “to direct staff to review the current County facility needs and County-owned properties, and bring back a utilization plan for Council’s consideration. The plan will prioritize DSS, Public Safety and the Courthouse.”

Mr. Livingston inquired if that motion has already been passed by Council.

Ms. Onley responded in the affirmative.

Ms. Newton inquired about the difference between what was already passed and what is currently being discussed.

Mr. Livingston stated that he personally did not see a difference. He believes the motion passed would cover Items 21(a) and 21(c).

Ms. Dickerson stated she believes the rebranding should be an option, and the citizens need to be involved if the name is to be modified.

Ms. Newton stated comparing the two motions, the difference between the one that was already passed and the one before us now, is that it authorizes staff to bring in a third-party consultant to assist staff.

Ms. Newton made a substitute motion, seconded by Ms. Dickerson, 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 should evaluate if it would be prudent to rebrand Richland Renaissance moving forward.

In Favor: Dickerson, Livingston, Terracio, Walker, Newton

Opposed: Malinowski, McBride, Manning, Myers

Not Present: Kennedy.

The vote was in favor.

Mr. Walker moved, seconded by Ms. Dickerson, to reconsider 21(a) and 21(c).

POINT OF ORDER: Mr. Walker stated that items 21(a) and 21(c) were included in the previous item.

Mr. Malinowski noted, he believes Ms. Newton's motion stood on its own. He inquired why they would include both items.

Mr. Livingston responded because both items talk about engaging a third-party consultant.

Mr. Malinowski stated the general wording makes them close, but it was certainly not the same thing Ms. Newton read.

In Favor: Malinowski, McBride, Manning, Myers

Opposed: Dickerson, Livingston, Terracio, Walker, Newton

Not Present: Kennedy

The motion for reconsideration failed.

- 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]. – Mr. Manning moved, seconded by Ms. Terracio, to table this item.

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

Opposed: Manning

Not Present: Kennedy

The vote was in favor.

Mr. Walker moved, seconded by Mr. Malinowski, to adjourn.

In Favor: Malinowski, Dickerson, MWalker

Opposed: McBride, Livingston, Terracio, Manning, Newton

Not Present: Kennedy

The motion failed.

- c. Move to engage a third party design-build company to begin work on the \$2m SE Richland County multipurpose 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 – Taken up with item 21(a).
- 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. – Mr. Walker moved, seconded by Mr. Malinowski, to defer the item until the next regularly schedule Council meeting of 2021.

In Favor: Malinowski, Dickerson, McBride, Terracio, Walker

Opposed: Livingston, Manning, Newton

Not Present: Kennedy, Myers

The vote was in favor.

- e. An Ordinance extending ordinances 17-20HR and 041-20HR, requiring the wearing of face masks to help alleviate the spread of COVID 19 – Ms. McBride moved, seconded by Ms. Dickerson, to approve.

Mr. Malinowski inquired, when someone is cited with a violation of this ordinance, is there anything stating whether it becomes a criminal or a civil matter.

Mr. Smith responded he thinks the intent was for it to be a civil penalty, as opposed to a criminal penalty.

Ms. McBride inquired if it is a \$25 fine.

Mr. Malinowski responded he was told there were 70 violations reported, 2 citations were given, and each of those individuals paid a \$100 fine.

Ms. McBride inquired if that was the City of Columbia.

Mr. Malinowski responded he inquired about the Richland County ordinance, and this was the feedback he received. He inquired, when a violation is reported in a business, who is responsible for the violation; the individual not wearing the mask or the business.

Mr. Smith responded there was some language in the ordinance that required the business to ensure their employees wore masks for the safety of the public. Then, if you had members of the public that came into a business establishment without wearing a mask, those individuals would then be potentially in violation of the ordinance.

Mr. Malinowski inquired if the Fire Marshall is in charge of this particular program and issuing citations.

Mr. Smith responded he does not know who was delegated the responsibility of enforcement. He thought Mr. Malinowski was only interested in the content of the ordinance.

Mr. Malinowski stated, he believes, if we find out who is responsible for enforcing the ordinance, they should be able to answer the question.

Mr. Brown stated the team under the County Administrator is willing to facilitate this process. Early

on there were concerns that the Sheriff's Department, because it was not a criminal action, was concerned about potential enforcement. According to the ordinance, it says "a person that fails to comply with Paragraph I of this ordinance shall be guilty of a civil infraction punishable by a fine of not more than \$25 dollars. A person who fails to comply with paragraph II of this ordinance shall be guilty of a civil infraction punishable by a fine of not more than \$100 dollars." The civil penalty right now is being enforced through the Fire Marshal's office. We only have a limited number of code enforcement officers, and they were not in a position, at the time, to assist due to other issues. We do have the Fire Marshal's office that goes out when we receive a notification of a violation to determine whether or not an individual or a business is not in compliance.

Mr. Malinowski noted the Fire Marshal should have attended this meeting to respond to questions. He inquired if there were 70 violations reported, why were there only two citations issued.

Mr. Brown responded this ordinance was designed to encourage people to wear the appropriate protective equipment, consistent with Council's directive. It was designed to be used as a mitigation tool, not to go out and seek people out to fine them. The Council has not issued any specific directives as to how to shift from a public health process to more of a penalty process. Each time staff goes out they try to encourage through education. If there are repeat offenders, then they take the necessary action.

Mr. Malinowski inquired, since the initial mask ordinance, have the incidents of the virus increased, decreased or remained the same.

Mr. Brown responded the incidents of confirmed cases have increased.

Mr. Byrd stated usually when they get a complaint, by the time they get to the scene, the person that was in violation is no longer on the scene. We cannot charge then unless we see them. In the two cases where citations were issued, the citations were issued to the business owners. They were observed violations, which is why the business owners were issued citations.

Mr. Walker stated, at this point in the pandemic, he believes the constituents are educated enough to realize the importance of wearing a mask to mitigate the spread of this disease. The overreaching, and unenforceability, as expressed by Mr. Byrd, is quite frankly a waste of the County's assets, personnel and opportunity. He encouraged Council to realize there is a self-awareness out there, specifically in unincorporated Richland County, given the fact the City of Columbia has extended their mask ordinance to the more densely populated areas, to step back and let things work naturally as opposed to overreaching and trying to extend our governance.

Ms. McBride stated, based on all the research, even though the Coronavirus is increasing, if we did not have the mask ordinance, we would have many more cases and dying from the disease. Our resources are limited, and it is unfortunate we could not use more to save lives.

Ms. Dickerson stated, when she travels in the area she lives, which is predominately African American, it breaks her heart to see large gatherings at car washes and body shops. You can drive along this particular corridor and see people putting other people at risk. Some people may be well educated, but you would be surprised at those people who are not educated on the severity of this pandemic. She hopes we can stress the fact they should wear a mask.

Mr. Walker responded he completely understands and agrees. He was not speaking to the density of the gatherings, social distancing, or number of people associated in a certain place. He was not even

speaking to whether wearing a mask works. suggest we encourage people to wear masks, and although the COVID-19 numbers continue to increase, even though we have mandated masks, the wearing of masks has slowed and prevented the spread of COVID. All he was speaking to is, if you consider unincorporated Richland County, is it necessary for this body to mandate and impugn fines and penalties against our constituents for not wearing a mask. Specifically businesses in which people they do not employ are not wearing masks. He challenged this body to consider whether that is our role. We have a role in educating, empowering and funding programs to get certain messages out into the community. He believes our assets are better spent educating our constituents than impressing our constituents.

Ms. Dickerson inquired if the fines is what Mr. Walker does not agree with.

Mr. Walker responded it was not the fines, but the resources of the County being diverted to enforce the mandate.

Ms. McBride stated she worked in highway safety and one of the things they pushed for were seatbelts. They had people come up with some of the same issues stated here regarding the fines, but the fines actually helped change the culture of some people. The fines were necessary, not punitive. It is a combination of education and persuasiveness, and it worked. The fines and the masks, we are looking at prototypes that worked, and that is why they are recommended. From her experience, she has seen the combination works on security and health issues. The seatbelt and masks not only save the person wearing them, but they also save people around them.

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

Opposed: Malinowski, Walker

Not Present: Kennedy, Myers

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Malinowski, Walker

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

Not Present: Kennedy, Myers

The motion for reconsideration failed.

- f. FY20 District 7 Hospitality Tax Allocation – Mr. Manning moved, seconded by Mr. Livingston to approve this item.

Mr. Walker made a substitute motion, seconded by Mr. Malinowski, to deny the request given that the representative for this district was not present.

Mr. Manning stated Ms. Kennedy often has difficulty, as do other people navigating the meeting. She was at the meeting earlier when the item was added to the agenda. Just because she is not currently online is not a reason for us not to consider the item.

Mr. Walker stated, for clarification, a motion to deny is in fact a consideration of the item.

In favor: Malinowski, Dickerson, Terracio, Walker

Opposed: McBride, Livingston, Manning, Newton

Not Present: Kennedy, Myers

The substitute motion for denial failed.

Ms. McBride made a substitute motion, seconded by Mr. Walker, to defer the item until the first Council meeting in January.

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

Present but Not Voting: Manning

Not Present: Kennedy, Myers

The vote in favor was unanimous.

21 **EXECUTIVE SESSION**

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

Ms. Terracio moved, seconded by Mr. Livingston to enter Executive Session.

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

Opposed: Malinowski, Walker, Manning

Not Present: Kennedy, Myers

The vote was in favor.

Council went into Executive Session at approximately 9:06 PM and came out at approximately 10:31 PM

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Terracio moved, seconded by Mr. Malinowski, to direct the County Attorney to bring back information as discussed in Executive Session.

In favor: Malinowski, Dickerson, McBride, Terracio, Manning, Myers, Newton

Opposed: Walker, Manning

Not Present: Kennedy

The vote was in favor.

23. **MOTIONS 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 nonalcoholic) in the Light Industrial (M-1) and Light Industrial (LI), in addition to the Heavy Industrial (HI) as permitted principal uses [LIVINGSTON] - Mr. Livingston stated this is related to our discussion regarding Project Sunshine, and to move this process forward.

Mr. Livingston moved, seconded by Mr. Malinowski, to forward this item to staff, so they can begin working on the amendment.

Ms. Newton stated for clarification, the motion is to forward this to staff, so they can begin working on this. Staff would then come back to Council with proposed recommendations. She stated her concern is making this change changes the designation of every facility with this designation.

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

Not Present: Kennedy

The motion in favor was unanimous.

- 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 [TERRACIO] - This item was referred to the D&S Committee.

24. **ADJOURNMENT** – The meeting adjourned at approximately 10:38 PM.



Richland County Council
Zoning Public Hearing
December 17, 2020 – 7:00 PM
Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Lori Thomas, Ashiya Myers, Ashley Powell, John Thompson, Elizabeth McLean, Brain Cooks, Michael Maloney, Geo Price, Tommy Delage, Kyle Holsclaw and Bill Davis

- II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:01 PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions/ deletions to the agenda.
- IV. **ADOPTION OF AGENDA** – Ms. Dickerson moved to approve, seconded by Ms. Terracio, to adopt the agenda with as distributed.

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

Present but Not Voting: Manning

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

V. **MAP AMENDMENTS [ACTION]**

1. Case # 20-037 MA
Brian K. Smith
HI to GC (7.3 acres)
Farrow Road and Clemson Road
TMS# R17400-04-04 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

There were no comments submitted.

The floor to the public hearing was closed.

Mr. Malinowski stated the Councilwoman that represents this district was no present, but approval was recommended by both the Planning Commission and Staff. Therefore, Mr.

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Malinowski moved, seconded by Ms. Newton, to approve this item.

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

Present to voting: McBride, Manning

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous

2. Case # 20-039 MA
Will Unthank
NC to GC (.86 acres)
9366 and 9370 Two Notch Road
TMS# R19908-03-23 & 07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

There were no comments submitted for this item.

The floor to the public hearing was closed.

Ms. McBride requested to defer the public hearing and the item until the February Zoning Public Hearing. She stated she shares this particular area with a newly elected Councilmember and she wanted the opportunity to work with them on this re-zoning request.

McBride moved, seconded by Mr. Malinowski, to defer the public hearing and item until the February 2021 Zoning Public Hearing.

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

Present but Not Voting: Manning

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

3. Case # 20-040 MA
Kevin Steelman
RU to RS-LD (15.14 acres)
Rimer Pond Road
TMS# R17800-04-70 [FIRST READING]

Ms. Dickerson moved, seconded by Ms. Newton, to defer the public hearing and the item until the February 2021 Zoning Public Hearing.

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

Present but Not Voting: McBride, Manning

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Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

VI **OTHER BUSINESS** - There was no other business.

VII. **ADJOURNMENT** - The meeting adjourned at approximately 7:12



Richland County Council
SPECIAL CALLED
December 17, 2020 – Immediately Following Zoning Public Hearing
Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Leonardo Brown, John Thompson, Angela Weathersby, Kyle Holsclaw, Michael Maloney, Ashiya Myers, Ashley Powell, Bill Davis, Chris Eversmann, Dante Roberts, Elizabeth McLean, Judy Carter, Stacey Hamm, Dwight Hanna, Brad Farrar, Michael Byrd, Larry Smith, Tariq Hussain, Lori Thomas, Tamar Black, James Hayes and Jennifer Wladischkin

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:15 PM.
2. **ADOPTION OF AGENDA** – Ms. Terracio moved, seconded by Ms. Newton, to adopt the agenda.

Ms. Terracio requested to add the following two items from the D&S Committee: Items 4(b): “SCDOT Snow and Ice Removal Agreement (Local Governments) and Item 4(c): Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21.

Mr. Livingston requested staff to speak to why these items need to be added to the agenda.

Dr. Thompson stated the first item, it is an opportunity for Richland County to partner with SCDOT. It is his understanding, for the first time, SCDOT is giving funding to local municipalities to help remove ice and snow from roads. As this opportunity comes about, we want to have that agreement in place so that we can receive reimbursement from SCDOT. For the CTIP item, staff is meeting with the CTC in early February. Staff has a plan to pursue \$2.7 - \$ 2.9 million dollars in funding for projects. However, staff cannot go forth to CTC without first coming to Council for approval. The purpose of getting the approval from this body is that if CTC gives Richland County the funding for those projects that would free up our funding at the County level so that we can invest in paving dirt roads, which is a big part of what heard from this body.

Mr. Livingston stated for clarification, the committee’s recommendation was to add these two items to the agenda.

Ms. Terracio responded in the affirmative.

Mr. Malinowski noted Council Rule 1.5(b) states that 24-hour’s notice has to be given to Council, and the public, about a Special Called Meeting, which was given. It goes on to say that members of Council must be informed of the subjects to be discussed at a meeting. Those subjects were given in the agenda before us, so therefore he does not believe it is proper to add these items be they time-sensitive or not. These committee agendas were made up, at least by last Friday, because he received his last Friday. Therefore, if there was a time-sensitive item, we could have had these items mentioned to us so that the Chair could have added them to the agenda prior to tonight. It was not until the committee meetings, approximately 2-hours ago that all of

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a sudden somebody realized we have some time-sensitive items and we would like to add them to the Special Called Meeting. The only reason for the Special Called Meeting was to deal with the County Attorney matter. If the County Attorney matter had been completed, there would be no Special Called meeting, unless staff reached out to the Chair and asked for it. If you have an opportunity to get \$2 - \$2.5 million dollars and you do not think it is important enough to ask in advance of the meeting to put it on the agenda, then he does not think the job is being done. To ask at a committee meeting, 2 hours prior to the Special Called Meeting, is improper and he does not believe it is within the rules of Council.

Mr. Livingston inquired where in Council Rules Mr. Malinowski was referring.

Mr. Malinowski responded Rule 1.5(b) where it talks about "Special Meetings." He stated he did not think this was properly before them and he requested input from the parliamentarian.

Ms. Dickerson stated she agreed with Mr. Malinowski regarding the rules and regulations, but this is not the first time we have done this. We have Economic Development meetings an hour before and we put those items on the agenda.

Mr. Malinowski requested a legal opinion.

Mr. Smith responded, in terms of what Mr. Malinowski said, there are two items at stake. One is what Council Rules say and one is what the State Law says under FOIA (Freedom of Information Act) for notice to the public. Under FOIA, you can add things to the agenda that were not initially on the agenda with a 2/3 vote of the members of Council that are present, and Council finds that it is an emergency type situation. In regard to the Council Rules, they appear to be a little more stringent, in terms of when the information should get to Council. Based on what Mr. Malinowski stated, it appears the information was not given to Council in a timely fashion. In order to remedy that, Council could always vote to waive the rules, and in order to that it would require unanimous consent of Council.

Mr. Livingston stated, based on what Mr. Smith said, the motion before them would require unanimous consent.

Mr. Manning suggested it would take the 2/3 vote. If the question is whether the information was provided to Council prior to the meeting, it was because the information was a part of the committee packets sent out several days ago. That puts us to the question of adding it, and in terms of an emergency, he suggested since the County is under an emergency order due to COVID, and the amount of money attributed to this, he would consider that to meet the statute of the State law.

Mr. Malinowski noted just because the information was included in a committee agenda packet, does not necessarily mean Councilmembers read that. Some Councilmembers wait until it gets to full Council before they review the information.

Mr. Livingston stated he cannot be held responsible for when a Councilmember reads that information.

Mr. Malinowski responded he is not sure providing information in a committee agenda constitutes providing it to full Council.

Mr. Manning responded he would contend that if it was sent to full Council, then full Council would have it.

Mr. Livingston inquired if full Council was provided the information that was given to the Committee.

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Ms. Onley responded in the affirmative.

Mr. Livingston agreed full Council was given the information. Based on the information he has he believes it would require the 2/3 vote.

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

Opposed: Malinowski

Not Present: Walker, Kennedy, Myers

The vote was in favor.

Ms. Dickerson requested to add the following items from the A&F Committee: 4(b): "Richland School District One's Intergovernmental Agreement (IGA) to connect to the Southeast Sewer and Water Expansion Service" and 4(c) : "Request for Sewer Availability Approval for a Proposed Development on Old Tamah Road, Irmo". She noted these items are time-sensitive as well.

Mr. Livingston requested staff to speak to the urgency and importance of these items moving forward.

Dr. Thompson responded, regarding the IGA with Richland School District One, the purpose was the Southeast Sewer and Water Expansion is an ongoing project. This is an opportunity for the County to secure \$2.5 million dollars of funding from Richland School District One on this project. We do not want to delay this project until February when Council reconvenes.

Mr. Livingston inquired what would happen if they did not approve this item.

Dr. Thompson responded the exposure on the County. We do not want to build anything on their property, if they are not going to provide us the funds. To truly secure the money, and this has been an ongoing issue for a number of years, we want to solidify this IGA. It is the desire of Council to secure the \$2.5 million dollars, so we want to make sure we continue moving forward on this project. In regard to the "Request for Sewer Availability Approval for a Proposed Development on Old Tamah Road, Irmo". The developer is looking to move forward on development. We wanted to bring this to Council, so it does not appear the County is holding up the developers and their progress.

Ms. Dickerson moved, seconded by Ms. McBride, to add these two (2) item from the A&F Committee to the Special Called Meeting agenda.

Mr. Malinowski noted some of the comments from staff were "they do not want to delay something", "it is an ongoing issue for years", "people worked hard on it", "we do not want to have businesses think that Richland County is holding up progress because we do not move things forward". If these are facts, he believes we need to step back and take a look at ourselves. As he stated previously, if these things were so important, why were they not presented to the Chair to be added to this Special Called Meeting prior to tonight? He hopes we can get better performance moving forward in the next year.

Mr. Livingston stated he understood Mr. Malinowski's concerns about getting these items ahead of time. He voted for the first additions primarily because some of that is not controlled by us, but some of the things we can control better.

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

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Present but not voting: Malinowski

Not Present: Walker, Kennedy, Myers

The vote as in favor.

Mr. Livingston stated, for clarification, the agenda is as follows:

2(a): "SCDOT Snow and Ice Removal Agreement (Local Governments)"

2(b): "Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21"

2(c): "Richland School District One's Intergovernmental Agreement (IGA) to connect to the Southeast Sewer and Water Expansion Service"

2(d): "Request for Sewer Availability Approval for a Proposed Development on Old Tamah Road, Irmo, SC29063 Tract (Tax # R03500-04-41)"

- a. SCDOT Snow and Ice Removal Agreement (Local Governments) – Ms. Terracio stated the D&S Committee recommended approval of this item.

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

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

- b. Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21 – Ms. Terracio stated the D&S Committee recommended approval of staff's recommendation.

In Favor: Dickerson, McBride, Terracio, Manning, Newton

Opposed: Malinowski

Present but Not Voting: Livingston

Not present: Walker, Kennedy, Myers

The vote was in favor.

- c. Richland School District One's Intergovernmental Agreement (IGA) to connect to the Southeast Sewer and Water Expansion Service – Ms. Dickerson stated the A&F Committee recommended approval of this item.

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

Not present: Walker, Kennedy, Myers

The vote in favor was unanimous.

- d. Request for Sewer Availability Approval for a Proposed Development on Old Tamah Road, Irmo,

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SC29063 Tract (Tax # R03500-04-41) – Ms. Dickerson stated the A&F Committee recommended approval of this item.

In Favor: Malinowski, Dickerson, McBride, Terracio, Manning, Newton.

Present but Not Voting: Livingston

Not present: Walker, Kennedy, Myers

The vote was in favor.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider item 2 (a),(b),(c), and(d).

In favor: Malinowski for 2(b) only

Opposed: Malinowski, Dickerson, McBride, Terracio, Manning, Newton.

Present but Not Voting: Livingston

Not present: Walker, Kennedy, Myers

The motion for reconsideration failed.

POINT OF ORDER: Mr. Manning recognized the D&S Chair, Ms. Terracio and A&F Chair, Ms. Dickerson. These were four very important matters to the citizens of Richland County, and they took a lot upon themselves earlier today, and this evening, to see that in spite of a number of procedural hurdles that these matters were taken care of for the citizens of Richland County.

3. EXECUTIVE SESSION

Personnel/Contractual Matter: County Attorney and Procuring of Additional Supporting Staff – Mr. Livingston stated the next item was a contractual matter that requires Executive Session.

Mr. Livingston moved, seconded by Ms. Terracio, to go into Executive Session.

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

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

Council went into Executive Session at approximately 7:53 PM and came out at approximately 8:49 PM

Mr. Manning moved, seconded by Mr. Malinowski, to come out of Executive Session.

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

Not present: Walker, Kennedy, Myers

The vote in favor was unanimous.

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Mr. Livingston moved, seconded by Mr. Malinowski, that Council enter into an employment agreement with Ms. McLean for the Acting County Attorney, as discussed in Executive Session, and the agreement will be executed by the Chair prior to January 1, 2021. Also, Council supports the support staff for transition, as outlined in Executive Session.

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

Not Present: Walker, Kennedy, Myers

Mr. Manning moved, seconded by Mr. Malinowski, to reconsider this item.

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

Not Present: Walker, Kennedy, Myers

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE: Mr. Smith thanked Council for their support over the years. This was his last official meeting, so he wanted to thank his staff for all their support, as well as the member of Council.

Ms. Dickerson also wanted to thank everyone for their years of support as well.

4. **Contractual Matter: Search firm for Richland County Attorney** – No action was taken.

5. **ADJOURNMENT** – The meeting adjourned at approximately 8:55PM



Richland County Council
SPECIAL CALLED MEETING
December 29, 2020 – 4:00 PM
Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Leonardo Brown, John Thompson, Angela Weathersby, Kyle Holsclaw, Lori Thomas, Clayton Voignier, Elizabeth McLean, Judy Carter, Ronaldo Myers, Michael Niermeier, Jeff Ruble, Dale Welch, Dwight Hanna, Emily Luther, Dante Roberts.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 4:00PM.
2. **ADOPTION OF AGENDA** –Mr. Livingston stated item 2(a) is an item that needs to be taken care of, but item 2(b) was not authorized to be on the agenda. He believes what happened, since we scheduled a meeting for the 29th, the person associated with that project went ahead and scheduled a public hearing to try to take advantage of the time. He inquired if Council wanted to take the opportunity to take it up.

Ms. Dickerson moved, seconded by Mr. Malinowski, to only take up Item 2(a), and Item 2(b) can be taken up next year.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, English, Newton

Present but Not voting: Manning

Not present: Walker

The vote in favor was unanimous.

- 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 Gable Oaks Housing Associates LP; and other related matters

Mr. Livingston opened the floor to the public hearing,

No comments were submitted

The floor to the public hearing was closed.

THIRD READING –

3. 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

Special Called
December 29, 2020

-1-

execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Gable Oaks Housing Associates LP; and other related matters – Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski inquired if the \$7,500 in administrative fees would be enough to cover all the administrative costs for this item.

Ms. Luther responded the \$7,500 fee is to cover the County's extraordinary expenses, in respect to reviewing the agreement. Those are largely attorney's fees, and that fee is sufficient to cover those extraordinary expenses.

Ms. McBride noted this particular development is in her district. She has spoken on this several times. She has worked with the City Councilperson, as well as the community. She was hesitant at first, but we worked out a lot of the issues. Based on the promises and commitments from Mr. Shumway and the WishRock Development, she moved to approve this. She believed they will follow the promises they made. In the future, she hopes we will continue vet all housing coming through, particularly affordable housing. Often times our citizens have been underserved by developers.

Mr. Malinowski thanked Ms. McBride for her efforts, diligence and comments that she have provided on this particular item, he would support it wholeheartedly.

Ms. Dickerson echoed Mr. Malinowski's sentiments and supports Ms. McBride's unwavering service to this project.

Mr. Livingston concurred with the Council members' comments.

In favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Manning, English, Newton

Not Present: Walker

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Dickerson, to reconsider.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Kennedy, Manning, English, Newton

Not Present: Walker

The motion for reconsideration failed.

4. **ADJOURNMENT** – The meeting adjourned at approximately 4:10PM



Richland County Council
SPECIAL CALLED MEETING
January 5, 2021
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Paul Livingston Chair, Bill Malinowski, Derek Pugh, Yvonne McBride, Allison Terracio, Joe Walker, Gretchen Barron, Overture E. Walker, Jessica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Ashiya Myers, Clayton Voignier, Jennifer Wladischkin, Michael Niermeier, Randy Pruitt, Michael Byrd, Elizabeth McLean, Ronaldo Myers, Stacey Hamm, John Thompson, Judy Carter, Bill Davis, Dwight Hanna, Dale Welch, James Hayes, Geo Price, Jeff Ruble, Jani Hussain, Leonardo Brown, Tamar Black, Lori Thomas, Brittney Hoyle-Terry and Dante Roberts

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00PM.
2. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Mr. Pugh, to adopt the agenda.

In Favor: Mackey, Newton, English, O. Walker, Barron, J Walker, Terracio, Livingston, McBride, Pugh, Malinowski.

The vote in favor was unanimous.

3. **ELECTION OF THE CHAIR** – Ms. Terracio moved, seconded by Mr. J. Walker, to nominate Ms. Newton for the position of Chair.

Ms. McBride moved, seconded by Mr. O. Walker, to nominate Mr. Livingston for the position of Chair.

Ms. McBride moved, seconded by Mr. J. Walker, to close the floor for nominations.

Mr. Livingston stated the vote for Ms. Newton would be first.

In Favor: Newton, J. Walker

Opposed: Mackey, English, O. Walker, Barron, Livingston, McBride, Pugh, Malinowski

Present but Not Voting: Terracio

The motion failed to appoint Ms. Newton.

In Favor: Mackey, English, O. Walker, Barron, Livingston, McBride, Pugh, Malinowski

Opposed: J. Walker, Terracio

Present but Not Voting: Newton.

Special Called
January 5, 2021

-1-

The vote was in favor of appointing Mr. Livingston as Chair.

Ms. Livingston thanked Council for their vote of confidence, which he does not take for granted. He stated he understood the importance and significance of the role of Chair. He stated he would continue to do the best job that he could.

4. **ELECTION OF THE VICE CHAIR** – *Mr. J. Walker moved, seconded by Mr. Malinowski, to nominate Mr. Malinowski for the position of Vice-Chair.*

Ms. Barron moved, seconded by Ms. Terracio, to nominate Ms. McBride for the position of Vice-Chair.

Mr. Livingston stated the first vote will be for Mr. Malinowski.

POINT OF ORDER: *Mr. J. Walker moved, seconded by Mr. Malinowski, to close the floor for nominations.*

In Favor: Mackey, Newton, English, O Walker, Barron, J. Walker, Terracio, Livingston, McBride, Pugh, Malinowski.

The vote in favor of closing the floor for nominations was unanimous.

In Favor: J. Walker, Malinowski

Opposed: Mackey, English, O. Walker, Barron, Terracio, Livingston, McBride, Pugh,

Present but Not Voting: Newton

The motion failed to appoint Mr. Malinowski.

In Favor: Mackey, Newton, English, O. Walker, Barron, Livingston, McBride, Pugh

Opposed: J. Walker, Malinowski

Present but Not Voting: Terracio

The vote was in favor of appointing Ms. McBride as Vice-Chair.

Ms. McBride stated she wanted to thank everyone for their support and vote of confidence. She noted she attended the swearing-in ceremony today and was touched by the ceremony itself and the commitment of the new members. She thinks we have an awesome Council and she looks forward to a prosperous New Year.

Mr. Malinowski stated he also attended the ceremony and he echoed Ms. McBride's comments.

5. **ADJOURNMENT** – The meeting adjourned at approximately 6:12 PM



Report of the County Administrator
Special Called Meeting – February 9, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

DHEC Announces Change in the Way COVID-19 Percent Positive Is Calculated

2. COVID 19 Relief Update

Emergency Rental Assistance (ERA) Program: Richland County applied for funding and has been awarded \$12,573,547.40 for the ERA Program. The program targets renter households. Our disaster recovery personnel and Tetra-tech consultant are working to get program details from the U.S. Treasury. I anticipate requesting a meeting of the Coronavirus Ad-hoc Committee within a couple of weeks to present their findings.

3. Sign-up Seniors for COVID-19 Vaccination & Mask Giveaway Events

District 7 - Initial event hosted by Councilmember Barron at James E. Clyburn Technology Center in partnership with the Richland County Recreation Commission. 100+ seniors were served.

4. COVID-19 Testing & Mask Giveaway Events

District 2 - The events are scheduled through April on the second Saturday of each month in Blythewood and the last Saturday of each month in St. Andrews:

- 9 a.m.-1 p.m. Saturday Feb. 13, March 13, April 10 at Doko Manor Park, 100 Alvina Hagood Circle
- 9 a.m.- 1 p.m. Saturday Jan. 30, Feb. 27, March 27, April 24 at St. Andrews Park, 920 Beatty Road, Columbia

ADDITIONAL UPDATES FOR CONSIDERATION:

Continued Partnership with PRISMA Health: Using Sears facility to administer COVID 19 testing.

ATTACHMENTS:

1. DHEC Announces Change in the Way COVID-19 Percent Positive Is Calculated
2. COVID-19 Vaccine Flow in South Carolina
3. What COVID-19 Vaccination Phase am I in?

DHEC Announces Change in the Way COVID-19 Percent Positive Is Calculated

Although rate is reflected differently, spread remains at elevated levels

FOR IMMEDIATE RELEASE:
February 2, 2021

COLUMBIA, S.C. —The South Carolina Department of Health and Environmental Control (DHEC) today announced a change in the way percent positive is calculated for COVID-19 cases. The change will allow South Carolina percent positive calculations to be more easily compared to those used by federal entities, including the Center for Disease Control and Prevention (CDC).

Starting today, **DHEC is now reporting percent positive using the tests-over-tests method.** Percent positive is now calculated by dividing all positive COVID-19 tests by the total number of COVID-19 tests (positive and negative), and then multiplying the result by 100 to get a percent.

With the change, the public will notice a big drop in the number representing percent positive. **That does not mean the level of spread in the community has decreased.** Percent positive will appear to be lower only because it is calculated differently.

Not only will DHEC use this new method going forward, but it will go back and recalculate the percent positive for the entire time COVID-19 has been tracked in South Carolina. Anyone wishing to see what the old data looked like can visit this link: <https://scdhec.gov/sites/default/files/media/document/COVID19-Archived-Percent-Positive.pdf>.

State Epidemiologist Dr. Linda Bell said it is important to note that when changing methods, you cannot compare information from the old method (people over people) with the new method (tests over tests). “It is important that people understand that while percent positive appears as a smaller number under the new way of calculating the rate, COVID-19 continues to spread at an elevated level in our state. That smaller number is solely based on the change in the way we calculate the rate,” Dr. Bell said.

“It is important that South Carolinians continue to take steps we know to protect us all

from this deadly disease: wear a mask consistently and correctly, stay six feet away from others, wash your hands frequently, and avoid crowds. And when your time comes, get vaccinated,” Dr. Bell added.

New Calculation Allows for Greater Data Comparison

With many federal agencies and state health departments using the tests-over-tests method, this change by DHEC will allow comparisons with percent positivity calculations provided by the CDC, The White House Coronavirus Task Force, Centers for Medicare and Medicaid Services (CMS), other academic institutions and many states. In December, CMS began requiring health care facilities to use test over test; DHEC began preparing for the change at that time.

Understanding How Percent Positivity is Calculated

Previously, DHEC had been calculating percent positive using the people-over-tests method. That required dividing the number of people with positive results by the number of people who had taken tests overall, which included positive and negative results.

DHEC decided to use this method early in the pandemic because the focus was on identifying new people who were testing positive. This becomes harder to do when much of the population has been tested. With the continued recommendation for South Carolinians to be tested frequently, the shift from people to tests also becomes a more effective method to monitor active cases.

“The positivity rate helps public health officials determine the level at which COVID-19 is spreading in the community and whether enough testing is taking place,” said Dr. Bell. “The rate provides us a snapshot of how much COVID-19 is circulating in the community at a given period of time.”

What Does Percent Positivity Tell Us about Community Spread?

Percent positive will be high if the number of positive tests is high, or if the number of total tests is low. A higher percent positive suggests higher spread and that there are likely more people with COVID-19 in the community who have not been tested.

Percent positivity does not reflect a complete picture of COVID-19 in South Carolina. While it tells us some information about disease spread, other factors are at work as well, including access to testing and how quickly results come back from the lab. No single measure can give a complete picture of COVID-19 spread in our state and our counties.

For information on COVID-19 percent positive rates in South Carolina, visit the **testing** tab in the [county-level dashboard](#).



COVID-19 VACCINE FLOW IN SC

This graphic shows the progression of the vaccine from the federal government to the state and the steps along the way from providers to vaccine recipients.¹

Suppliers started shipping Dec. 13, 2020 (ships weekly)

PROVIDERS	VACCINE ARRIVAL
Acute Care Hospitals	Dec. 14, 2020
CVS/Walgreens (LTCF) ³	Dec. 28, 2020
Non-Acute Care Hospitals	Jan. 4, 2021
Limited Pharmacies	Jan. 18, 2021
Limited Private Physicians	Jan. 11, 2021
Limited Urgent Care	Jan. 11, 2021
Limited DHEC Sites	Jan. 11, 2021

PHASE 1 IN SC STARTS

Vaccine first received Dec. 14, 2020

PHASE 1A (CURRENTLY ONGOING – FEBRUARY 2021):

- Healthcare workers
 - › Includes home health and hospice workers, dentists and dental hygienists/assistants, pharmacists, and more.
- LTCF residents and staff
- Admitted hospital patients, aged 65+
- 65+ with or without underlying health conditions
- COVID-19 vaccine/testing mission-critical state/local government employees

See more detailed listing of Phase 1a at scdhec.gov/vaxfacts

Estimated population: 1,296,246 ⁴

PHASE 1B (EARLY SPRING):²

- Frontline essential workers
 - › Includes law enforcement officers, corrections officers, manufacturing workers, grocery store workers, teachers, daycare workers, and more.

See more detailed listing of Phase 1b at scdhec.gov/vaxfacts

Estimated population: 573,501 ⁴

PHASE 1C (LATE SPRING):²

- 16–64 years old with certain **underlying health conditions**
- Other essential workers
 - › Includes transportation and logistics, food service, public safety, non-frontline healthcare workers, and more.

See more detailed listing of Phase 1c at scdhec.gov/vaxfacts

Estimated population: 2,588,320 ⁴

PHASE 2

PHASE 2 (SUMMER – FALL):²

- All people who wish to be vaccinated
 - Widespread availability
- Estimated population: 690,648 ⁴

THE COVID-19 VACCINE

FOOTNOTES:

1. All phase groups are subject to change based on CDC/ACIP/VAC recommendations
2. All estimates subject to change due to vaccine availability, demand, and provider participation.
3. Vaccine allocated to Long-Term Care Facilities (LTCF)
4. Sources: SC Department of Commerce and DOD Tiberius Planning Tool

What Phase am I in?

Our top priority is to save lives. Everyone will have a chance to get the vaccine. However, the number of doses is currently limited in South Carolina like in all states. We ask everyone to please be patient, learn what phase you're in and follow the guidance of our public health officials. This will allow public health officials to ensure those at highest risk and those who keep us alive are vaccinated first.

To support this effort, vaccine distribution is occurring in a phased approach. The following outline provides an overview of the anticipated categories and time for each phase. This is subject to change at any time for many reasons, such as a change in federal guidance or in the VAC's recommendations for South Carolina.

Phase 1a and 65+ (Currently Ongoing - February 2021)

Visit [COVID-19 Vaccine Appointments](#) to learn how to make a vaccine appointment.

Individuals making appointments may need to present credentials to verify they qualify to receive vaccination under Phase 1a. This includes providing some proof (e.g., badge, card, license, personalized letter from employer, picture of license) of Phase 1a qualification when presenting for the vaccination.

Phase 1a mission-critical workers and individuals include:

- 70+ year olds, regardless of health status or preexisting conditions
- 65+ year olds, regardless of health status or preexisting conditions (**Beginning Feb. 8**)
- Anesthesiology assistants, registered cardiovascular invasive specialists, and operating room staff
- Athletic Trainers
- American Sign Language (ASL) and other interpreters in healthcare facilities
- Autopsy room staff, coroners, embalmers, and funeral home staff at risk of exposure to bodily fluids
- Chiropractors
- Dentists and dental hygienists and technicians
- Dietary and food services staff in healthcare facilities
- Environmental services staff in healthcare facilities
- Harbor pilots
- Home caregivers for children who have a tracheostomy, are ventilator-dependent or who have a Medically Complex Children's Waiver. The **Medically Complex Children's Waiver** (MCC) is a statewide program to serve children who meet either Nursing Facility or Intermediate Care Facility-Intellectually Disabled level of care and medical criteria. Requires a **medical provider's signed attestation** to confirm caregiver meets criteria.

- Home health and hospice workers
- Hospital transport personnel
- Hospital inpatients 65 and older
- Laboratory personnel and phlebotomists
- Licensed dietitians
- Long-Term Care Facility (LTCF) residents and staff
- Medical assistants
- Medical first responders (paid and volunteer): EMS; fire department and law enforcement personnel who provide emergency medical care
- Nurses, nurse practitioners, and nurse's aides/ assistants
- Opticians and optometrists and assistants/ technicians
- Persons providing medical care in correctional facilities and correctional officers
- Pharmacists and pharmacy technicians
- Physical and occupational therapists and assistants
- Physicians, including medical house staff (i.e., interns, residents, fellows), and physician assistants
- Podiatrists
- Public health healthcare workers who are frequently interacting with persons with potential COVID-19 infection
- Radiology technicians
- Respiratory care practitioners, such as respiratory therapists
- Speech language pathologists and assistants and audiologists
- State/local government employees and their contractors who are mission-critical for maintaining operations of COVID-19 vaccinations and testing in SC
- Students and interns of the above categories

Estimated Population of Phase 1a: 1,296,246

Phase 1b (Early Spring 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 1b includes:

- **Frontline essential workers**
 - Sectors included by ACIP: firefighters, law enforcement officers, corrections officers, food and agricultural workers, USPS workers, manufacturing workers, grocery store workers, public transit workers, and those who work in the educational sector—teachers, support staff, and daycare workers.
 - **Frontline essential workers are only those considered at highest risk for work-related exposure to SARS-CoV-2 who experience unavoidable, substantially increased risk of exposure to SARS-CoV-2.**

Estimated Population of Phase 1b: 573,501

Phase 1c (Late Spring 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 1c includes:

- People aged **16 and older with certain underlying health conditions** that puts them at high risk for severe disease (**list by CDC**)
- Other **essential workers**
 - Examples included by ACIP: people who work in transportation and logistics, food service, housing construction and finance, information technology, communications, energy, law, media, public safety, and public health staff who are non-frontline healthcare workers

Estimated Population of Phase 1c: 2,588,320

Phase 2 (Summer - Fall 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 2 includes:

- ALL people who wish to be vaccinated
 - Ages per recommendations by ACIP

Estimated Population of Phase 2: 690,648

Phase 2 vaccinations are anticipated to begin in Summer 2021, with the vaccines expected to become available for the general public during the summer and fall of 2021.

What Should I Do Now?

Everyone will have a chance to get the vaccine. We call on all South Carolinians to continue to stand together to fight this disease by taking small steps that make a big difference:

- Wearing your mask
- Getting tested and staying home when you're sick
- Avoiding large gatherings
- Practicing physical distancing



Council Memorandum 1-1 (2021)

To: Chair Livingston, Vice-Chair McBride, and Honorable Members of Richland County Council

From: Leonardo Brown, County Administrator

Date: January 28, 2021

Subject: State of the County 2020-2021

The annual council retreat offers us an occasion to reflect on the decisions we've made, the works we've performed, and the results we've experienced over the past year. Equally as important, it allows us to analyze and learn from our past efforts, and consider how best to set a new strategic direction for Richland County. As we prepare to chart a new course, I have no doubt that we will be confronted with many impediments along the way. The challenge for us will be to address, to navigate, and to resolve the lingering problems of the past while facing tough financial decisions and the global pandemic of the present.

According to the recent National Strategy for the COVID-19 Response and Pandemic Preparedness document released by the Whitehouse, "On January 9, 2020, the World Health Organization announced that there were 59 cases of coronavirus-related pneumonia. Just one year later, the United States has experienced over 24 million confirmed COVID-19 cases and over 400,000 COVID-19 deaths." In South Carolina, the Department of Health and Environmental Control (SCDHEC) has reported over 380,000 confirmed COVID-19 cases and over 6,000 COVID-19 deaths, with over 31,000 confirmed COVID-19 cases and 400 COVID-19 deaths in Richland County.

Questions and uncertainty surrounding the potential long-term impacts of COVID-19 dominated much of 2020. Hearing the financial concerns expressed by citizens, businesses, school districts, and many other public and private sector entities, Richland County initially responded by taking action to provide \$1.75 million in relief aid to assist first responders, other public safety personnel and the community's most vulnerable residents during the COVID-19 outbreak. This funding allocation allowed our first responders to purchase much needed Personal Protective Equipment (PPE), provided financial assistance for citizens and small businesses, and helped provide food security for seniors and low-to-moderate income families exhibiting substantial need.

Recognizing the need to reduce the financial strain being felt by businesses and residents amid the COVID-19 outbreak, in spring of 2020, County Council took action to waive fees for late payment of business licenses, hospitality and local accommodations taxes for 60 days. County Council also voted to suspend, for six months, the water/sewer utilities rate increase scheduled to be effective July 1, 2020.

In addition to providing financial relief, Richland County Government has focused on mitigating and reducing the spread of COVID-19. County Council passed a county-wide mask ordinance in July 2020 that remains enforce. The ordinance requires residents to wear face coverings in public to help prevent the spread of COVID-19. To assist the public in complying with the ordinance, the County acquired and packaged approximately 67,000 disposable masks. The masks have been distributed at various sites throughout the county on a first-come, first-serve basis.

The county has also partnered with PRISMA Health to provide a free COVID-19 testing site at the Columbia Place Mall.

In the midst of the COVID-19 pandemic, partnerships have proven to be a bright spot for Richland County. Partnerships with non-profit organizations helped get needed resources to individual citizens. Partnerships with the medical community helped us to better understand the facts about COVID-19. Partnerships with other law enforcement agencies helped to maintain public safety during turbulent times. Partnerships with state agencies, the business community, and local governments helped us to continue to attract significant economic investment in Richland County.

In order for us to realize continued success, we will need to cultivate relationships with our community partners to determine how we can each benefit from our unique strengths and best utilize the limited resources that we are entrusted with. In some instances, this will require us to repair broken and fractured relationships.

This endeavor must not be taken lightly or viewed solely in the context of being a good business partner, but rather we must seek to repair and rebuild the broken relationship between Richland County and the public we serve.

I recommend that as a first step County Council adopt a Statement of Ethics for the organization that outlines how each Elected Official, Appointed Official and Employee will conduct themselves. The statement should be included in the Employee Handbook, and all Elected Officials, Appointed Officials, and Department Heads should be required to review the document and sign it, to be placed in their personnel file. By taking this recommended action, you communicate in writing and through your actions your commitment to accepting nothing less than the highest ethical standards.

I recommend that Purchase Cards no longer be issued to Elected and Appointed Officials, and that a revised version of the Purchase Card Policy be adopted by County Council that strengthens internal controls for the Purchase Card program. By taking this recommended action, you eliminate the possibility of an Official using the purchase card in error, or for inappropriate reasons, and the County being forced to pay the charges in order to remain in good standing with the card provider.

I recommend that discretionary funds associated with individual Councilmember expenditures be eliminated, and that County Council adopt/re-adopt the County Council Individual Expense Account Policy provided by the County Attorney's Office. I recommend that the policy be added to the Employee Handbook. By taking this recommended action, you begin to change the narrative that County Council uses taxpayer dollars as their own personal slush fund, and you allow employees who are tasked with auditing expenditures to know what expenses are eligible and ineligible to be reimbursed.

I recommend that we take an overall look at our Hospitality Tax program in a workshop setting. However, I specifically recommend that County Council stop the practice of allocating H-Tax discretionary funding by district. Based on my limited understanding of H-Tax state guidelines, the current practice, as I understand it, is not consistent with the letter and spirit of the law. By taking this recommended action, you establish a practice that clearly follows the letter and spirit of the law and dispels accusations that County Council uses H-Tax discretionary funding to funnel money into entities for their own personal benefit.

As we take these steps, we need to let the community know about the steps we are taking to regain their trust. We have had discussions about the need for more robust media engagement, and I agree. During the budget process this year, I will be recommending that we put more money into the budget for paid messaging.

As part of the budget process, I will also be recommending that we adopt an annual budget. By taking this recommendation, you allow for the Budget Office to more effectively work towards a structurally balanced budget.

While there will be more recommendations to come throughout the year, I will be asking County Council to adopt a resolution to work towards a policy that states the Richland County will not budget more in expenditures than it take in in revenues, in a given fiscal year. When we are able to adopt this policy, it will really set Richland County on firm financial footing, well into the future.



I know that I have made some recommendations that deal directly with Richland County's finances, but make no mistakes about it, the financial state of Richland County is strong. Recently, two of our departments received awards from the Government Finance Officers Association. The Office of Budget and Grants Management was awarded the Distinguished Budget Award which is the highest form of recognition in governmental budgeting. Congratulations to Director Hayes and his team! The Finance Department was awarded Certificate of Achievement for Excellence in Financial Reporting which demonstrate the highest form of excellence in governmental accounting and financial reporting. Congratulations to Director Hamm and her team!

As I conclude my remarks on the state of Richland County, I will share that we also recently received word that the County received affirmation of our AAA credit rating.



Richland County Council Request for Action

Subject:

20-037 MA
Brian K. Smith
HI to GC (7.3 acres)
Farrow Road and Clemson Road
TMS# R17400-04-04

Notes:

First Reading: December 17, 2020
Second Reading: February 9, 2021 {Tentative}
Third Reading: February 16, 2021 {Tentative}
Public Hearing: December 17, 2020

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

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 # 17400-04-04 FROM HEAVY INDUSTRIAL DISTRICT (HI) 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 # 17400-04-04 from Heavy Industrial District (HI) 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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

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: December 17, 2020
First Reading: December 17, 2020
Second Reading: February 9, 2021
Third Reading: February 16, 2021

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: December 15, 2020
Third Reading: February 9, 2021 {Tentative}
Public Hearing: February 9, 2021

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: December 15, 2020
Third Reading: February 9, 2021 {Tentative}
Public Hearing: February 9, 2021

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:

Richland County Council Request for Action

Subject:

Proposed Changes to Procedures for Demolishing Unsafe Structures

Notes:

December 17, 2020 – The D&S Committee recommended Council to approve staff's recommendation to continue the current implementation and enforcement procedures that comply with the International Property Maintenance Code (IMPC) and adopted by Council under County Code of Ordinances, Chapter 6, Article X, Sec. 6-182 in its entirety as relates to the demolition of unsafe structures throughout unincorporated Richland County.



Agenda Briefing

Prepared by:	Clayton Voignier	Title:	Director
Department:	Community Planning & Development	Division:	Building Inspections
Date Prepared:	November 2, 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	Development & Services Committee		
Subject:	Proposed Changes to Procedures for Demolishing Unsafe Structures		

STAFF’S RECOMMENDED ACTION:

Staff recommends continuing the current implementation and enforcement procedures that comply with the International Property Maintenance Code (IMPC) and adopted by the County Council under County Code of Ordinances, Chapter 6, Article X, Sec. 6-182 in its entirety as relates to the demolition of unsafe structures throughout unincorporated Richland County.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

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

To make the change requested in the motion, the County would likely need to rescind the adoption of the International Property Maintenance Code and adopt some other mechanism for enforcing unsafe housing, or readopt only specific portions of the International property maintenance code. Additionally, we would need to be very careful about violation Equal Protection and the prohibition against spending public funds on private property.

REGULATORY COMPLIANCE:

The motion as written does not comply with the current adopted County Code of Ordinances, Chapter 6, Article X, Sec. 6-182.

Motion of Origin:

Move that Richland County discontinue its practice of demolishing private property in the unincorporated areas of Richland County where that property is not on a public road without that property owner's consent and opportunity to be heard by Richland County council, and I further move that any and all such involuntary demolitions be incurred at the County's expense and not the property owner's expense [MYERS].

Council Member	Dalhi Myers, District 10
Meeting	Regular Session Council
Date	October 20, 2020

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Property Maintenance (PM) program addresses unsafe structures on premises. The term premise is defined in the code as “a lot, plot or parcel of land, easement or public way, including any structure thereon.” Proper notification is provided to the registered owners who are afforded the opportunity to abate violations on their structure as directed by the International Property Maintenance Code (IPMC) prior to proceeding with demolition of any structures.

The County’s procedures for demolishing unsafe structures comply with the International Property Maintenance Code (IPMC). IPMC is a South Carolina Department of Labor, Licensing and Regulation Building Commission permissive code adopted in its entirety by Richland County Council under Chapter 6, Article X, and Sec. 6-182 of the County’s Code of Ordinances. All structures identified for demolition within the unincorporated areas of Richland County fall within the prescriptive measures outlined in the IPMC and are enforced as such.

In general, County Council adopts ordinances pursuant to state law. Richland County Code of Ordinances 6-182 adopted the IPMC in its entirety, making it an enforceable code by Richland County. The Code Official, through the PM program, follows the IPMC in its entirety as a legally enforceable document for managing all structures to ensure public health, safety, and welfare. The State of South Carolina Building Codes Council has mandated building codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The mandated codes are the eight (8) primary building codes. Although the IPMC is not one of the mandated codes, it is a permissive code and jurisdictions have the option to adopt it or not. Richland County Council has opted to adopt the code under Chapter 6, Article X, and Sec. 6-182 of the County’s Ordinance. The County Council does not have the authority to change the content in the IPMC. As such, the County Code of Ordinances would have to be amended to facilitate the intent of the proposed motion.

There are options available to the County Council when adopting permissive building codes as the enforceable document for the ordinance. International Code Council Codes (I-Codes) can be adopted as the stand-alone code or as the basis of laws and regulations within the jurisdiction. To facilitate the proposed motion, the County Code of Ordinances would need to be amended. The amended ordinance would need to specify which portions of the IPMC would not be enforced followed by three (3) readings

and a public hearing for adoption. The items below demonstrate options the County Council can take when adopting the IPMC:

1. Amend the County Code of Ordinances to rescind the adoption of the IPMC in its entirety and add the desired procedures under Chapter 6, Article X pertaining to Property Maintenance.
2. Amend the County Code of Ordinances to adopt the IPMC code in part with the exception of the administrative and enforcement sections (Sections 103-112) and add the desired administrative and enforcement procedures to be used in conjunction with the remainder of the adopted IPMC.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Property Maintenance Program promotes and protects public health, safety, and general welfare of Richland County citizens through the removal of unsafe structures. The program operates under the scope and intent of the IMPC outlined in Chapter 1.

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

The Property Maintenance (PM) program operates throughout the unincorporated County to identify those structures that are unsafe and dangerous to the community's overall health and life safety. These factors are outlined in the IMPC, Sec 108.

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation.

Authority to Enforce Code

The code authorizes and directs the Code Official to enforce the provisions of the code. Likewise, the State of South Carolina requires the Code Official to be registered or licensed to execute the provisions of the code. The Code Official has the responsibility to identify and proceed with the prescriptive measures in the condemning and demolition of such structures. This authority cannot be delegated outside the licensed Code Official and is outlined in Sec. 104 and 108 of the IPMC and SC Code of Laws Section 6-8-60.

[A] 104.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall comply with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

110.1 General. The *code official* shall order the *owner* or *owner's* authorized agent of any *premises* upon which is located any structure, which in the *code official's* or *owner's* authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure;

Code of Laws/Section 6-8-60. Application for registration; special and general registration.

(A) A person seeking registration as required by this chapter shall apply on a form prescribed by the council.

(B) An applicant shall furnish satisfactory proof to the council of valid certification by a recognized code organization or testing agency in the general or special construction trade discipline for which he is employed to perform an inspection. A special registration authorizes the registrant to practice in the named construction discipline only. A general registration authorizes a registrant to practice in all construction trade disciplines for which certification has been obtained. The council or its designated representatives shall review the guidelines employed by the code organization or testing agency in order to determine their continued compatibility with the requirements considered by the council to be consistent with this chapter.

Evaluation and Demolition Procedures

The PM program follows a lengthy and outlined process when identifying a structure for demolition. The process starts with identifying unsafe structures throughout the County as defined in section 108.1 of the IPMC.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards

to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

All structures are evaluated for structural stability and safety, then placed on a County Demolition List by the number assigned to the structure based on the rating it received. The higher the number rating, the higher on the list the structure will be assigned. The highest numbers are demolished first. The property owner is notified and allowed to abate the unsafe structure violation. The citizen or property owner is asked to provide their abatement plan and timeline for the structure's rehabilitation. No structure is demolished if the property owner has established an abatement plan with the PM program. The PM program regularly sends out Notice of Violation letters to the listed owner, which allows the owner multiple opportunities to establish an abatement plan and prevent the structure from being demolished. When the property owner does not respond to the notification letters or fails to present an abatement plan, the PM program proceeds with bidding the property out for demolition. Once demolition is completed, a lien is placed on the property. The IMPC directs the cost of demolition and removal be charged against the real estate where the structure is located. The IMPC does not allow for the County to incur those costs. The owner may choose to demolish their structure at their own expense to avoid the lien. If the structure has been designated as a historic property, PM program facilitates communication between the owner and the appropriate agency to provide needed assistance to restore the property. If at any time throughout the process the owner feels the intent of the IPMC or rules legally adopted have been incorrectly interpreted, the provisions of the IPMC do not apply, or requirements of the IPMC are adequately satisfied by other means, they have the right to appeal to the Board of Building Code Appeals. The various steps in this process are addressed in the IPMC sections below.

108.6 Abatement methods. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* or *owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

110.3 Failure to comply. If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

111.1 Application for appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Attachments

None

Richland County Council Request for Action

Subject:

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 Centrum]; and other related matters

Notes:

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

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

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 CENTRUM]; 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 Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, [Project Centrum] (collectively “Company”) desires to expand manufacturing operations within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,100,000, along with the creation of 20 new full-time jobs;

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 (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the 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 notice by the County to Fairfield County.

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: February 9, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

[PROJECT CENTRUM]

Effective as of: []

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of date above stated (“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 [PROJECT CENTRUM] (“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 “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to expand their manufacturing operations in the County (“Project”) on property more particularly identified by Exhibit A (“Land”) to include real property to be purchased prior to the Certification Date, as defined below, consisting of taxable investment in real and personal property of not less than \$4,100,000 and the creation of 20 new, full-time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“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 by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, 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 and Jobs Commitment, each 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.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$4,100,000 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, 2025 ("*Certification Date*"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. Failure by the Company to certify the Investment Commitment by the Certification Date shall be an Event of Default as provide in Article III of this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 20 new, full-time jobs in the County ("*Jobs Commitment*") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. Failure by the Company to certify the Jobs Commitment by the Certification Date shall be an Event of Default as provided in Article III of this Agreement.

Section 2.3. 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.

(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 2.3 (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 2.4. Clawback. If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, then the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term and 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 or Jobs Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Jobs Commitment}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$120,000 in Infrastructure Credits, and had invested \$3,485,000 and created 17 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 17/20 = 85\%$$

$$\text{Investment Achievement Percentage} = \$3,485,000/\$4,100,000 = 80\%$$

$$\text{Overall Achievement Percentage} = (85\% + 80\%)/2 = 82.5\%$$

$$\text{Clawback Percentage} = 100\% - 82.5\% = 17.5\%$$

$$\text{Repayment Amount} = \$120,000 \times 17.5\% = \$21,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 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 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, of the year following the first year of commencement as described in Exhibit B, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.6 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 certify the Investment Commitment or the Jobs Commitment by the Certification Date, which failure has not been cured within 30 days following receipt of written notice from the County that the commitment has not been certified;

(b) 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;

(c) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(d) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(e) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 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;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) 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 or Jobs 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.

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 statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina

Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

with a copy to

Turner Padgett Graham & Laney, P.A.
Attn: Ian D. McVey
1901 Main St., Suite 1700 (29201)
P.O. Box 1473
Columbia, South Carolina 29202
Phone: 803.227.4267
Fax: 803.400.1564

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 in the amount of \$5,000. 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, [PROJECT CENTRUM], has caused this Agreement to be executed by their authorized officer(s), effective the day and year first above written.

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

Beginning with the property tax year as selected by the Company with notice to the County, such property tax year not to be prior to the 2021 property tax year and not after the 2025 property tax year, the Company is entitled to claim a thirty-five percent (35%) Special Source Revenue Credit against the fees-in-lieu of *ad valorem* property taxes on all Property for a ten (10) year period commencing with the property tax year selected by the Company.

EXHIBIT C (See Section 2.5)

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

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the first amendment to the master agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the first amendment to intergovernmental agreement between Richland County and the City of Forest Acres; and other related matters

Notes:

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

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

AUTHORIZING THE FIRST AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE FOREST ACRES BUSINESS PARK BETWEEN RICHLAND COUNTY AND FAIRFIELD COUNTY; AUTHORIZING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN RICHLAND COUNTY AND THE CITY OF FOREST ACRES; AND OTHER RELATED MATTERS.

WHEREAS, at the request of the City of Forest Acres, South Carolina (“City”) and in order to stimulate the commercial redevelopment of the old Cardinal Newman School site (“Site”) and provide or cause to be provided certain infrastructure for the benefit of the Site and surrounding areas (“Infrastructure”), Richland County, South Carolina (“Richland County”) and Fairfield County, South Carolina (“Fairfield County”) previously jointly developed the Forest Acres Business Park (“Park”) and entered into a “Master Agreement Governing The Forest Acres Business Park” dated as of June 21, 2016 (the “Master Agreement”) to, among other things, govern the operations of the Park, including the sharing of expenses and revenues and the manner in which the revenue is to be distributed to each of the taxing entities within Richland County and Fairfield County;

WHEREAS, Richland County and the City entered into an Intergovernmental Agreement dated as of June 21, 2016 (“Intergovernmental Agreement”), the terms of which provide the terms and conditions under which Richland County would distribute certain revenues of the Park to the City for the purpose of paying for the Infrastructure;

WHEREAS, due to construction delays on the Site and certain administrative delays associated with the Intergovernmental Agreement, the Park has not generated the expected Fees (as defined in the Intergovernmental Agreement), and other than standard distribution of the Fees to the taxing entities in Richland County the City has not received any Fees from the Park; and

WHEREAS, the City has requested and Richland County desires to (i) enter into the First Amendment to Master Agreement with Fairfield County, the form of which is attached as Exhibit A (“Master Agreement Amendment”), and (ii) enter into the First Amendment to Intergovernmental Agreement with the City, the form of which is attached as Exhibit B (“IGA Amendment”) to amend the period of time under each of the Master Agreement and the Intergovernmental Agreement during which the City is eligible to receive the Fees so that the City is eligible to receive Fees from the Park now that portions of the expected development have been and are continuing to be constructed.

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

Section 1. Approval and Execution of the Master Agreement Amendment. The amendments to the Master Agreement as set forth in the Master Agreement Amendment are hereby approved. The form, terms and provisions of the Master Agreement Amendment are hereby approved with any such revisions as are not materially adverse to Richland County and are approved by the Richland County Administrator (“Administrator”) after consultation with legal counsel to Richland County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement Amendment, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Administrator is authorized to deliver the Master Agreement Amendment to Fairfield County.

Section 2. *Approval and Execution of the IGA Amendment.* The amendments to the Intergovernmental Agreement as set forth in the IGA Amendment are hereby approved. The form, terms and provisions of the IGA Amendment are hereby approved with any such revisions as are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County. The Chair is authorized to execute the IGA Amendment, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the IGA Amendment to the City.

Section 3. *Further Assurances.* The Chair, the Clerk and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 4. *Severability.* If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 5. *General Repealer.* Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: February 9, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FIRST AMENDMENT TO MASTER AGREEMENT

FIRST AMENDMENT TO MASTER AGREEMENT

THIS FIRST AMENDMENT TO MASTER AGREEMENT GOVERNING THE FOREST ACRES BUSINESS PARK (this “Amendment”), dated as of March [], 2021, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Richland County”), and FAIRFIELD COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Fairfield County” and together with Richland County, the “Counties”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Master Agreement (hereinafter defined).

RECITALS

WHEREAS, the Counties previously developed the Forest Acres Business Park (“Park”) and entered into a Master Agreement Governing the Forest Acres Business Park dated as of June 21, 2016 (the “Master Agreement”) to, among other things, govern the operations of the Park and provide for the sharing of FILOT Revenue generated by the Park;

WHEREAS, the Counties desire to amend certain provisions of the Master Agreement to extend the term of the Master Agreement; and

WHEREAS, the Counties have obtained the consent of the City of Forest Acres, South Carolina (“City”) to this Amendment because the Property is geographically situated in the Park.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counties hereby agree as follows:

ARTICLE I AMENDMENTS

Section 1.1. Subsections 3.02(b) and 3.03(a) of the Master Agreement are amended by adding the clause “Commencing with tax year 2020,” to the beginning of each subsection.

Section 1.2 Section 3.04 of the Master Agreement is hereby amended by striking Section 3.04 in its entirety and replacing it with the following:

Section 3.04. *Annual Report and Disbursement.* Not later than July 15 of each year, starting July 15, 2021, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed and paid to such other County under this Agreement in the prior fiscal year. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

Section 1.3 Section 4.10 of the Master Agreement is amended by striking Section 4.10 in its entirety and replacing it with the following:

Section 4.10. *Termination.* Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Intergovernmental Agreement between Richland County and the City dated as of July 16, 2016, as amended, or (b) July 15, 2031.

ARTICLE II
MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Master Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need not be made in the Master Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Master Agreement, any reference in any of such items to the Master Agreement being sufficient to refer to the Master Agreement as amended hereby. Richland County and Fairfield County confirm all their respective representations and covenants made under the Master Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment shall be governed by State law.

Section 2.4. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

FAIRFIELD COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Fairfield County, South Carolina

ACKNOWLEDGED AND CONSENTED TO BY
THE CITY OF FOREST ACRES, SOUTH CAROLINA:

City Administrator

EXHIBIT B
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “Amendment”), dated as of March [], 2021, is made and entered into by and between RICHLAND COUNTY, SOUTH CAROLINA, a public body corporate and a political subdivision of the State of South Carolina (“Richland County”), and the CITY OF FOREST ACRES, SOUTH CAROLINA, a municipal corporation and a political subdivision of the State of South Carolina (the “City,” and together with Richland County, the “Parties” and each individually, a “Party”). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Intergovernmental Agreement (hereinafter defined).

RECITALS

WHEREAS, Richland County and the City entered into an Intergovernmental Agreement dated as of June 21, 2016 (the “Intergovernmental Agreement”) pursuant to which Richland County agreed to distribute certain Fees from the Park to the City and the City agreed to establish Infrastructure for the benefit of the Site and surrounding areas using the portion of the Fees the City receives from the Park;

WHEREAS, pursuant to the Intergovernmental Agreement, the City was eligible to receive its portion of Fees until the earlier of (i) the distribution to the City of \$4,000,000 in Fees, or (ii) 10 years from the date of the Intergovernmental Agreement;

WHEREAS, due to construction delays on the Site and certain administrative delays associated with the Intergovernmental Agreement, as of the date of this Amendment, the Park has not generated the expected Fees and other than the standard distribution of Fees to taxing entities in Richland County, the City has not received any Fees from the Park; and

WHEREAS, Richland County and the City desire to amend certain provisions of the Intergovernmental Agreement to extend the period of time during which the City is eligible to receive the Fees so the City is eligible to receive Fees.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I AMENDMENTS

Section 1.1. Section 3 of the Intergovernmental Agreement entitled “**Location of the Park**” is amended by striking Section 3(A) in its entirety and replacing it with the following:

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the “Property”). The Property shall be subject, beginning with the fee payments received for tax year 2020, to the distribution of revenues provided for in the Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

As a note to the reader, the reference to (i) “Exhibit A” in the foregoing section above refers to “Exhibit A” attached to the Intergovernmental Agreement as no separate “Exhibit A” is attached to or included with this Amendment, and (ii) the Master Agreement includes all amendments to the Master Agreement as may be implemented from time to time.

Section 1.2. Section 6 of the Intergovernmental Agreement entitled “**Distribution of Fee-In-Lieu-Of-Tax Payments**” is hereby amended by striking Section 6(B) in its entirety and replacing it with the following:

(B) Upon the earlier of (i) the distribution to the City of \$4,000,000 in Fees as provided in Section 5(C) above or (ii) July 15, 2031, this Intergovernmental Agreement will automatically terminate.

Section 1.3. Section 6 of the Intergovernmental Agreement entitled “**Distribution of Fee-In-Lieu-Of-Tax Payments**” is hereby amended by adding Section 6(C) as follows:

(C) Should the Park continue to exist after the termination of the Intergovernmental Agreement as provided in Section 6(B) above, any of the City’s share of the Residual FILOT Revenues shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Property were not located in a Park.

ARTICLE II MISCELLANEOUS

Section 2.1. This Amendment shall be effective from the date first above written.

Section 2.2. Except as specifically amended hereby, the Intergovernmental Agreement shall continue in full force and effect in accordance with its terms. Reference to this specific Amendment need not be made in the Intergovernmental Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Intergovernmental Agreement, any reference in any of such items to the Intergovernmental Agreement being sufficient to refer to the Intergovernmental Agreement as amended hereby. Richland County and the City confirm all their respective representations and covenants made under the Intergovernmental Agreement as if made on the date of this Amendment.

Section 2.3. This Amendment shall be governed by South Carolina law.

Section 2.4 This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

CITY OF FOREST ACRES, SOUTH CAROLINA

(SEAL)

By: _____
City Administrator

ATTEST:

By: _____
City Clerk
City of Forest Acres, South Carolina

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.

December 8, 2020 – Council deferred this item until the December 15th Council meeting to allow the Legal Department to bring back a suggested way forward.

December 15, 2020 – Council deferred this until the next regularly schedule Council meeting of 2021.



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.



- *Item #41 – Motion by J. Manning, Seconded by S. Rose, to provide \$3,500 to Atlas Road Community from the Neighborhood Redevelopment fund balance*
 - J. Manning notes the new motion is to provide funding separately from NMG funds for the park project, as was stated by D. Myers previously.
 - After some discussion on the necessity and circumstances of the project, a substitute motion was made by D. Myers, seconded by P. Livingston, *to revisit the Atlas Road community park issue when Ms. Hegler and [D. Myers] can come back to Council with more definitive information and a specific request from the normal, standard budget.*
 - Motion passed unanimously.
- June 21, 2018 – Special Called Meeting (Budget 3rd Reading) [Attachment M]
 - Motion by D. Myers
 - *To allocate Neighborhood Redevelopment fund balance to award Atlas Road Community \$5,000.*
 - Community Development office should return to council with a plan for the Atlas Road park issue.
 - The motion approved only included funding up to \$1,500 under Neighborhood Matching Grant, based upon the previous meeting’s motions.
- June 26, 2018 – Administration & Finance Committee [Attachment N]
 - N. Jackson, seconded by D. Myers, moved to forward with a recommendation FY18-19 Annual Action Plan budgets for the CDBG and HOME Investment Partnership federal funds.
 - Included within the requested CDBG funds is \$50,000 for a District 10 Park
- July 10, 2018 – Special Called Meeting [Attachment O]
 - P. Livingston stated the committee (A&F) recommended approval of this item. Vote in favor was unanimous.
 - Included the allocation of \$50,000 in CDBG funds for a District 10 Park.
- August 6, 2018 – Staff Correspondence (Email) [Attachment P]
 - Email correspondence between CP&D Director and Community Development Manager discussing proposed sketch by Atlas Road Community Organization president/leader.
 - Discussion provides general background on the project, including potential timeframe based upon available funding and scope.
 - Correspondence shows verification that park area qualified as LMI under HUD guidelines for CDBG funding.
- October 9, 2018 – Staff Correspondence (Email)
 - Discussion of including RCRC as a partner for implementing project.
- November 21, 2018 through December 20, 2018 – Request for Qualifications for Environmental Assessment
 - Solicitation # RC-125-Q-2019
 - Sought qualifications for services related to environmental assessments for project utilizing CDBG funding.
 - Scope included assessments for the Atlas Road Park project
- January 9, 2019 – Procurement Qualifies vendors from RFQ for EAs
 - Procurement qualified three vendors as eligible to submit for the requested EAs.
- February 12, 2019 through March 13, 2019 – Request for Qualification for Atlas Road Park Design
 - Solicitation # RC-139-Q-2019
 - Sought qualifications from design firms for a new community park funded by CDBG



- 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


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.

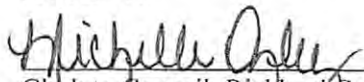
RESOLVED the 7th day of October, 2017.

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:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / 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:

Investment Achievement Percentage = \$24,300,000 / \$27,000,000 = 90%

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

Richland County Council Request for Action

Subject:

FY20 - District 7 Hospitality Tax Allocations

Notes:

December 15, 2020 – Council deferred this item until the first Council meeting in 2021.



REQUEST OF ACTION

Subject: FY20 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$40,000** for District 7.

B. Background / Discussion

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY21, Special Called Meeting – June 11, 2020: Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$122,550
Prior FY21 Allocations	\$ 40,000
	Columbia Classical Ballet
	\$ 20,000
	Columbia City Ballet
	\$ 20,000
Total Allocation	\$ 40,000
Remaining Balance	\$124,975

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

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

AN ORDINANCE EXTENDING ORDINANCES 17-20HR, 041-20HR AND 055-20HR, 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 055-20HR; 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, Ordinance 041-20HR and Ordinance 055-22HR;

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 017-20HR, ORDINANCE 041-20HR, and ORDINANCE 055-20HR 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
_____, 2021

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

RICHLAND COUNTY COUNCIL

P.O. Box 192, Columbia, SC 29202
P 803-576-2060 | C 803-738-7655 | TDD 803-576-2045
rccoco@richlandcountysc.gov | richlandcountysc.gov



February XX, 2021

Governor Henry McMaster
South Carolina House of Representatives

Dear Governor and South Carolina Representatives,

The local leaders of Richland County stand in opposition to S.1, a bill that restricts bodily autonomy and obstructs self-determination of South Carolinians. The passage of S.1, would amount to a total ban on abortion for most people in South Carolina.

This legislation places both medical providers and their patients at risk. It imposes criminal sanctions on abortion-providing doctors unless the procedure is intended to prevent death or serious risk of substantial and irreversible impairment of a major bodily function. Because there is no clear, universal definition of the point at which a pregnant person's life becomes endangered, even when a physician is certain that an abortion or another intervention which poses a threat to a pregnancy is in the patient's best interest, the risk of prosecution will incentivize waiting to act until the patient's symptoms become demonstrably life-threatening.

The threat of prosecution directly conflicts with a doctor's ability to effectively treat a patient needing medical care. This legislation goes beyond criminalizing a common, and safe, medical procedure. Doctors who perform abortions that resulted from rape or incest must give the patients personal information to the local Sheriff within 24 hours. This is a direct violation of patient privacy and doctor-patient confidentiality and can create mistrust between survivors and law enforcement, which makes survivors and the community as a whole less safe. Survivors of sexual assault may not seek out medical care for fear of reporting the crime.

This bill will place additional strain on the relationship between the community, medical professionals and law enforcement. S.1 will actively harm our constituents' quality of life.

Sincerely,

