

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, APRIL 20, 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 Council

Regular Session
April 20, 2021 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Allison Terracio

3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: April 6, 2021 [PAGES 7-21]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF THE 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."

a. Receipt of Legal Advice: Related to the Coggins lawsuit and settlement with former County Administrator Gerald Seals, including review of proposed settlement agreement

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 22-25]
- 10. REPORT OF THE CLERK OF COUNCIL** Andrea Mathis,
Clerk to Council
- 11. REPORT OF THE CHAIR** The Honorable Paul Livingston
- 12. OPEN / CLOSE PUBLIC HEARINGS** The Honorable Paul Livingston
- 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 a public infrastructure
credit agreement to provide for public infrastructure credits to
Catawba Apartments, LLC, a company previously identified as
Project Catawba; and other related matters
- 13. APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston
- a. 20-036MA
Joginder Paul
CC-4 to CC-3 (202 Acres)
7430 Fairfield Road
TMS # R11904-02-05 [THIRD READING] [PAGES 26-27]
- b. 21-004MA
Richard Bates
CC1 to CC3 (2.63 Acres) of 75.81 Acres
Crane Church Road [THIRD READING] [PAGES 28-29]
- c. 21-008MA
Jatin Patel
RU to GC (5.37 Acres)
10040 Wilson Blvd.
TMS # R14800-04-01 [THIRD READING] [PAGES 30-31]
- d. Ordinance authorizing Quit-Claim deed of Olympia Alleyway
to contiguous landowner (Hendley – 104 Alabama Street)
[SECOND READING] [PAGES 32-40]

14. THIRD READING ITEMS

The Honorable Paul Livingston

- 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 a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters [PAGES 41-64]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related thereto [FIRST READING] [PAGES 65-84]

16. OTHER ITEMS

The Honorable Paul Livingston

- a. Detainee Telephone Service [PAGES 85-106]
- b. Emergency Funding for FY21 for the Coroner's Office [PAGES 107-115]

17. EXECUTIVE SESSION

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."

18. MOTION PERIOD

19. 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
April 6, 2021 – 6:00 PM
Zoom Meeting

COUNCIL MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Jesica Mackey, and Cheryl English

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Tamar Black, Ashiya Myers, Dale Welch, Leonardo Brown, Lori Thomas, Michael Niermeier, Mike Maloney, Quinton Epps, Randy Pruitt, Elizabeth McLean, Stephen Staley, Michael Byrd, Jeff Ruble, Bill Davis, Chris Keefer, Clayton Voignier, Judy Carter, Ronaldo Myers, Sandra Haynes, Dwight Hanna, Jennifer Wladischkin, Beverly Harris, Geo Price, Allison Steele, Stacey Hamm, Jani Hussain and James Hayes

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 Gretchen Barron.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gretchen Barron.

APPROVAL OF MINUTES

4. a. **Regular Session: March 16, 2021** – Ms. McBride moved, seconded by Ms. Terracio, to approve the minutes as distributed.

Ms. McBride noted her votes were not recorded several times due to technical difficulties.

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

Not Present: Newton

The vote in favor was unanimous.

- b. **Zoning Public Hearing: March 23, 2021** – Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: Newton

The vote in favor was unanimous.

Regular Session
April 6, 2021

- c. Special Called Meeting: March 23, 2021 – Ms. Barron moved, seconded by Ms. McBride, to approve the minutes as distributed.

Ms. English noted her votes were not recorded several times due to technical difficulties.

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

Not Present: Newton

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Barron, to add the mask ordinance extension to the agenda.

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

Opposed: Malinowski and J. Walker

Not Present: Newton

The vote was in favor.

Ms. McLean noted, since this item was added by 2/3 vote and will only require one vote, you will need to have a motion to add the item without 24-hour's notice due to emergent circumstances.

Ms. Barron moved, seconded by Ms. McBride, to add the mask ordinance due to an emergent circumstance.

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

Opposed: Malinowski and J. Walker,

Not Present: Newton

The vote was in favor.

Mr. Livingston noted there is a resolution honoring Sheriff Lott as the National Sheriff of the Year, which he would like to move up on the agenda.

Ms. Barron moved, seconded by Ms. English, to adopt the amended agenda

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

Opposed: Malinowski and J. Walker,

Not Present: Newton

The vote was in favor.

REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

6. a. Receipt of Legal Advice: Related to the Coggins lawsuit and settlement with former County Administrator Gerald Seals, including review of proposed settlement - Ms. McLean stated that this item did not require outside counsel and could be taken up during the second Executive Session.

PRESENTATION OF RESOLUTION - Ms. Onley read into the record the resolution recognizing Sheriff Lott on 6.5 receiving the National Sheriff of the Year award by the National Sheriff's Association.

Mr. Livingston noted the resolution was from full Council.

Mr. Lott thanked Council for the resolution and he stated this was not an individual award, but a group award including all the men and women at the Sheriff's Department. He noted the Sheriff's Department would not be able to do their work without the support of Council and the County Administrator's Office.

Ms. English, Ms. Barron, Ms. McBride, and Mr. O. Walker expressed their thanks to Sheriff Lott for his leadership and service.

7. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – No comments were received.

8. **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 submitted.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown noted, since the last meeting, the percent positive for COVID has remained below the 5% goal. The incident rate reports for positive cases has also decreased and Richland County is no longer in that high range. We are now in the low moderate range. A couple weeks ago we talked about information related to the County, and specifically a projected date for the County to open for public access. The County is scheduling appointments, so individuals are able to go on the County's website or call-in and schedule those appointments. Based on the changes regarding vaccine availability, the Governor opened up vaccine for Phase II earlier than originally anticipated. We are still projecting to have public access by July 1st.

Yesterday, the White House released some information about Columbia Place Mall being a vaccination site. From Richland County's standpoint, this is a good view of us trying to partner with our local entities at the State and Federal levels.

The Emergency Rental Assistance Program launched Monday. They received 1,670 tenant applications and 127 landlord applications. Of those, 493 tenants and 37 landlord applications were submitted with all necessary documentation. Currently 27 tenant and 1 landlord applications are under review for eligibility. There are some applications that are pending information that require vendor responses to validate the information. In the agenda, there is a lot of information that communicate the various levels of outreach to get the information out.

Ms. Barron inquired if outreach and advertising will be ongoing until all of the funds are dispersed.

Mr. Brown responded in the affirmative.

Ms. Barron inquired if there was an update about how in-person services were going.

Mr. Brown responded, initially when individuals were coming in there was an influx and the Sheriff's Department spoke with them about how to modify the number of people accessing the building with social distancing. Departments have said that people have generally been patient.

- b. Regional Gateways Beautification Project Update – Mr. James Bennett provided an update on the Regional Gateways Beautification Project.

10. **REPORT OF THE INTERIM CLERK OF COUNCIL** – No report was given.

11. **REPORT OF THE CHAIR** – No report was given.

12. **OPEN/CLOSE PUBLIC HEARING**

- a. An Ordinance Authorizing an easement to Washington & Assembly, LLC for a perpetual right to receive light and air over and across land owned by Richland County; specifically the Main Library Branch of the Richland Library, located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia – No comment were received.
- b. 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 Integrated MicroChromatography Systems, Inc., and IMCS Holdings, LLC; and other related matters – No comments were received.

13. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance Authorizing an easement to Washington & Assembly, LLC for a perpetual right to receive light and air over and across land owned by Richland County; specifically the Main Library Branch of the Richland Library, located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia [THIRD READING]
- b. 20-036MA, Joginder Paul, CC-4 to CC-3 (202 Acres), 7430 Fairfield Road, TMS # R11904-02-05 [SECOND READING]
- c. 21-004MA, Richard Bates, CC1 to CC3 (2.63 Acres) of 75.81 Acres, Crane Church Road [SECOND READING]
- d. 21-008MA, Jatin Patel, RU to GC (5.37 Acres), 10040 Wilson Blvd., TMS # R14800-04-01 [SECOND READING]
- e. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [FIRST READING]
- f. Approval to proceed with the railroad crossing closure on Walter McCartha Road
- g. Purchase of Portable X-ray Equipment for Coroner's Office

h. Amendment to the Food Service Contract

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

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

Not Present: Newton

The vote in favor was unanimous.

Ms. Barron moved, seconded by Ms. Terracio, to reconsider Items 13 (e -f, h-i), Item 16(a) and Items 17(a-c).

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

Not Present: Newton

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. 20-042MA, Gita Teppara, RS-MD to RM-MD (6.2 Acres), Sloan Road and Dorichlee Road, TMS # R20101-05-01 [THIRD READING] – Ms. Barron moved, seconded by Mr. O. Walker, to approve this item.

Ms. Barron stated, as we talked about economic development, and the importance of partnerships, the citizens of District 7 greatly appreciate when developers come into the community are willing to share their vision with the community prior to building. This is a great example of what happens when everyone is well informed.

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

Not Present: Newton

The vote in favor was unanimous.

- b. 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 Integrated MicroChromatography Systems, Inc., and IMCS Holdings, LLC; and other related matter – Mr. Pugh moved, seconded by Ms. McBride, to approve this item.

Mr. Malinowski stated they have a lot of information, but it does not state what the infrastructure is that is going to cause \$4.1M to be invested in Richland County.

Mr. Ruble responded the special source infrastructure credit is a term, which can also be referred to as a special source revenue credit, and it is simply a reduction in taxes. They do not actually have to

invest in infrastructure. It is just a credit.

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

Opposed: Malinowski.

Not Present: Newton

The vote was in favor.

15. **SECOND READING ITEMS**

- 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 a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Catawba; and other related matters – Mr. Pugh moved, and seconded by Ms. McBride, to approve this item.

Mr. O Walker stated, it is his understanding, there is a railroad crossing near USC's campus. He inquired if there have been conversations about safety measures to protect students and pedestrians.

Mr. Beck responded this came up during the planning commission review in December. A discussion was held with the City Councilmembers and there were two (2) things that came out of it. The conditions for their site plan approval were as follows: (1) They would work with the City of Columbia to work on additional signage and striping; (2) As part of the quiet zone upgrades, this specific crossing is already funded for pedestrian and bike crossing upgrades across the railroad tracks.

Ms. Terracio inquired about the proposed storm water upgrade and the greenways investments.

Mr. Beck responded the project will be cleaning up the existing environmental conditions onsite and upgrading the overall water and storm sewer. They plan to treat all water and storm water before it runs off into the wetlands area on the east side of the site. They have \$1.3M set aside as part of the public improvements to address water treatment and quality.

Ms. Terracio inquired if the \$1.3M was listed on the previous briefing document.

Mr. Beck responded it was in a detailed chart with the breakdown of the public improvement allowance.

Ms. Terracio noted some of the people from the community were trying to contact the firm. She inquired if the firm had been able to make contact with them.

Mr. Beck responded in the affirmative.

Mr. Malinowski inquired about the total number of spaces in the parking deck.

Mr. Beck responded there are 559 spaces.

Mr. Malinowski inquired how many would be available to the public.

Mr. Beck responded 11 spaces will be available on the ground floor, 17 parallel spaces along Catawba Street and 10 surface spaces just before the entry to the garage.

Mr. Malinowski inquired if the 11 spaces in the garage would be open to the public 24-hours a day.

Mr. Beck responded in the affirmative.

Ms. Mackey stated she was recusing herself from the vote due to her parent company representing the client.

In Favor: Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker and English,

Opposed: Malinowski

Recused: Mackey

Not Present: Newton

The vote was in favor.

16. **REPORT OF DEVELOPMENT AND SERVICES COMMITTEE**

- a. Approval of Summit Ridge Drive Sidewalk Project – Mr. Malinowski inquired what the mobilization cost is for.

Mr. Maloney responded the mobilization fee covers the cost to deliver, including bonds and other items necessary to deliver start-up or the project.

Mr. Malinowski stated, for clarification, the Engineering and Construction Management cost of 41% does not include that.

Mr. Staley responded in the affirmative. He noted the mobilization fee also covers the delivery of large construction equipment, land clearing, and Low Boys throughout the project.

Mr. Malinowski inquired about traffic control.

Mr. Staley responded, when they are working near the traveled way, they have to have flaggers other devices to keep the workers safe in the work zone.

Mr. Malinowski moved, seconded by Mr. O. Walker, to approve this item.

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. Request for approval of willingness to serve for a proposed development, Ridge Road Subdivision, Old Leesburg Road, Tract (TMS # 225000-02-07)/CAP E-2020007 – Mr. Malinowski stated he thought we had a different letter approved than the one in the packet. He noted in the previously drafted letter there was a paragraph that said, “Be advised while sewer capacity may be available we are not implying requirements for zoning and permitted, in accordance with local jurisdictions have been met. Richland County Utilities has no authority to approve or comment on zoning or other types of permits. This letter only pertains to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.” He believes that is the letter that should be sent out, so it takes away any doubt the County and Council is approving something else, so we avoid any legal problems.

Mr. Davis responded there would be no problem with adding the language to the willingness letters.

Mr. Malinowski moved, seconded by Mr. O. Walker, to approve items 16(a) and (b) with the addition of the proposed language.

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

Not Present: Newton

The vote in favor was unanimous.

- b. Request for approval of willingness to serve for a proposed development, Collins Cove Subdivision at Guise Road, Chapin, SC29036 (TMS # 01510-01-01) /CAP B-2021007 – This item was taken up in Item 16(a).
- c. Approval of award of Engineering Services; Pavement Management Study (PMS) – Mr. Malinowski noted there was a huge discrepancy between one of the applicant and the other four when it comes to personnel experience. He inquired if that was of great importance and how it was determined.

Ms. Wladischkin responded an independent evaluation team did the scoring that was provided and consolidated. The particular score perhaps indicates some of the individual personnel of a particular firm may not have presented as well as personnel from other firms. The overall firm score would be a different score.

Mr. Malinowski noted, when it comes to the total overall scores there is a 3-point difference between two (2) of the firms, yet the SLBE inclusion participation is considerably greater and the greatest in one of the firms. He thought Richland County was working towards the SLBE inclusion. There is only a 3-point difference in the overall score. The personnel experience has a 10-point difference, and the SLBE is greater on the other one that fell down on the personnel experience. He wondered if anyone looked into that, as far as the SLBE, to see if this is a case where we do not go with the 2nd person on the list.

Ms. Wladischkin responded the SLBE participation is weighted according to the ordinance, and even though they may have scored more points in that area, it has less weight than the other categories.

Mr. Malinowski inquired if Councilwoman McBride reviewed this and has any comments on this.

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Ms. McBride responded she noticed this as well and appreciated Mr. Malinowski's comments.

Mr. Malinowski inquired if it would be injurious in any way to the County to go with that particular firm because of the greater SLBE participation.

Ms. Wladischkin responded if it were Council's will, they would abide by that.

Mr. Livingston stated, for clarification, staff's recommendation is per our current ordinance, as it relates to SLBE scoring.

Ms. Wladischkin responded in the affirmative.

Mr. Livingston suggested Council approve this since it is consistent with the ordinance, and look at changing the ordinance, if we want to be fair and move forward.

Ms. McBride stated she agrees we need to look at the ordinance, and all the other areas she has discussed previously.

Mr. J. Walker moved, seconded by Mr. Livingston, to approve staff's recommendation.

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

Opposed: McBride

Not Present: Newton

The vote was in favor.

- d. FY22 Proposed Budget Calendar – Mr. Malinowski stated the A&F Committee recommended proceeding with the preparation of a balanced annual budget for FY22 and a proposed balanced annual budget for FY23. He noted the dates of meetings that will be of importance to Councilmembers, should they wish to attend.

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

Not Present: Newton

The vote in favor was unanimous.

18. REPORT OF RULES & APPOINTMENTS COMMITTEE

a. ITEMS FOR ACTION

1. Unless there are truly extenuating circumstances agenda items should not be listed as "Title Only". (Somebody was late getting it to us" is not extenuating.) This only gives the public two opportunities to see an item prior to final approval by Council when in fact there should be three. [MALINOWSKI] – Mr. Malinowski stated the committee recommended to approve the following language: "Absent a finding by the Chair of exigent circumstances, no ordinance having only a title and no supporting body (i.e. by "Title Only") shall be placed on a council agenda. The Chair shall report the exigent

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circumstance to the full body at the call of the item. Notwithstanding the within, ordinances related to economic development projects may be placed on an agenda with a title only, provided that the Chair of the Economic Development Committee recommends such action and a report is presented to the full council, in executive session if necessary and appropriate, providing background information sufficient for the Council to make an informed decision.

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

Not Present: Newton

The vote in favor was unanimous.

2. Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business – Mr. Malinowski stated the committee recommends to change the Horizon meeting to Tuesday and move the delivery of agendas to Council on Thursday, on a trial basis, beginning in September 2021 and ends in December 2021.

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

Not Present: Newton

The vote in favor was unanimous.

Ms. Terracio thanked the Rules and Appointments Committee for moving these items forward.

Mr. Malinowski moved, seconded by Ms. McBride, to reconsider items 17 (d) and 18 (a) and (b).

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

The motion for reconsideration failed.

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Clemson Road Phase I Sidewalk – Mr. O Walker stated the committee recommended the approval of the award of the Clemson Rd. Ph. 1 Sidewalk Project to Tolleson Limited Company in the amount of \$269,900.00, and to approve a 10% construction contingency of \$26,990.00, for a total budget of \$296,890.00.

Mr. Malinowski inquired if we normally award a contract to a company with an expired license. He noted this company's license expired in December 2020.

Ms. Wladischkin responded the expired license if for the City of Columbia, but she believes there is a grace period from January 1st to March 31st where people are allowed to continue to renew their

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licenses without the license being considered expired.

Mr. Malinowski inquired if their business license was in order with Richland County.

Ms. Wladischkin responded in the affirmative.

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

Opposed: Malinowski and J. Walker

No Present: Newton

The vote was in favor.

- b. Mitigation Bank Credit Sale – Mr. O. Walker stated the committee recommended to approve the credit sale.

Ms. English inquired where the funds received will go.

Mr. Niermeier responded the funds will go back into the Penny Tax account. The money is for the whole of the program, and is also used to pay back the initial expenses of buying the land and the cost of the partnership with Mill Creek Mitigation Bank.

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

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. McBride, to reconsider items 18 (a) and (b).

In Favor: Malinowski and J. Walker

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

Not Present: Newton

The motion for reconsideration failed.

20. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Detainee Phone System – Ms. Terracio stated the committee agreed the rate should be \$0.10/minute. Any money, after the cost of providing the service, should be kept within the Detention Center budget in order to create training and enrichment programs for detainees.

Mr. Myers stated the Jail Management System was also a part of the recommendation. The phone company gives a Technology Grant, which basically comes out of the commission. They are going to pay for the detention center to have a new Jail Management System.

Ms. Terracio amended the committee's recommendation to include the Jail Management System approval.

Ms. McBride noted the current Jail Management System is old and is causing problems with the staff maintaining accountability for the detainees.

Ms. Terracio requested Mr. Myers to outline the current system and the benefits of the new system.

Mr. Myers responded the current system was purchased about 20 years ago. When they need a report they have to be assisted by IT, which may take a day, a week or a month. They put incident reports into the system that they cannot retrieve. He noted with the new Jail Management System they hope to be able to retrieve the reports. The new system was designed so an officer can enter an incident report, run NCIC (National Crime Information Center) reports as soon as a person is processed, and prior to them being released. This would free staff to do additional work. The system will also have a classification system. Everything they do now is manual, and the new system would automate almost everything.

Mr. Malinowski inquired about the cost of the system.

Mr. Myers responded it varies in cost and he would have to ask the company that is awarded the contract to find the best JMS for the Detention Center.

Mr. Malinowski inquired, if they have already awarded a contract to someone, and they did not have the funds for it.

Mr. Myers responded the funds come from the phone system itself.

Mr. Malinowski stated, for clarification, from the former Jail Management System.

Mr. Myers responded the funds will come from the telephone commission. There will not be an additional cost.

Mr. Malinowski inquired if the system be an ongoing cost per year.

Mr. Myers responded in the affirmative. Those funds would come out of the phone contract system.

Mr. Malinowski stated it seems this would be a budget type item for this particular system. If this phone system goes by the wayside, or fails to produce the funds, the County is going to have to provide funds for the system. He believes this should be requested through the budget process, so they know they are covered.

Mr. Brown responded, without knowing what the JMS and the company are going to provide, it is hard to answer if this should be a budget item. We could limit the scope of what the current approval would do. We could award the approval contingent upon additional information, and we can determine whether it makes sense to utilize their JMS or go through a separate process. This is another example of a long-term infrastructure issue we are trying to address. If the County budgets for it through a direct appropriation, or if we can get credits funded by a different agency, is something that be more helpful to us in not holding up a much needed system for an outdated system.

Mr. Malinowski noted we do not know the exact costs and how many people provide such a service. He inquired if this would be a procurement matter.

Ms. Wladischkin responded, it was her understanding, the funds that would be utilized for the JMS are coming from revenues collected from the phone system. The funds are not actually coming from Richland County, which would be one of the negotiated functions of the contract for the phone service, so it would not fall under the Procurement Guidelines.

Mr. Malinowski stated there is a lot of information that has not been provided to Council, and we are being asked to approve something more than deciding what the phone rate should be. He would like to see more specifics.

Mr. Malinowski moved to defer this item. The motion died for lack of a second.

Ms. Terracio noted she was not comfortable with the coupling of these two items and would like to see more transparency

Mr. Malinowski moved, seconded by Ms. Terracio, to approve the \$0.10/minute rate and bring back the information on the JMS in the future.

Ms. McBride stated this is not out of the norm, in terms of having this contract, and the JMS a part of it. She noted the Administration and the Detention Center staff have an old system that is causing new problems and it is something that needs to be changed and improved. They are already short staffed and a new system would help them.

Mr. Malinowski responded he was not arguing the system is not needed, but the Director never brought this JMS to them, when they started talking about the phone system.

Mr. Myers responded this has been brought up over the past several years. We talked about it in 2010 and he believes it was mentioned in the document about a Technology Grant. This would enhance the communications with the families because the rates are cheaper, and more detainees would be willing to use the phones. It will also improve the education programs, enable detainees to get their GEDs, and provide more books to read.

Ms. McBride made a substitute motion, seconded by Mr. Livingston, to approve the committee's recommendation to set the rate at \$0.10/minute, that any revenue received from the phone system be used for mental health and other services, to include the JMS program.

Mr. Malinowski noted that is the original committee recommendation.

Ms. Terracio requested a definitive statement from Procurement on these being bundled together.

Ms. Wladischkin responded, since this service is being paid by the phone service provider as a part of the fees they are charging for the use of the phone service, it would not fall under the Procurement Rules for Richland County.

Mr. Malinowski inquired if the fees would be paid directly to the company or will they have to go to Richland County and then to the company.

Mr. Myers responded he believes the fees would be paid directly to the company.

Ms. Wladischkin stated, her understanding, prior to the County receiving their revenue, whatever expenses for the JMS would be deducted from the overall revenue. She was not sure the County is comfortable with the amount of revenue, and the fact we are not sure of the cost the phone provider will be incurring for providing the service itself. They have been reticent to share with us what their actual costs are.

Mr. Malinowski responded he believes all that needs to be worked out before we approve something. He inquired, if a committee makes a recommendation, can that recommendation be brought back as a motion.

Ms. McBride withdrew her motion.

Mr. Malinowski stated he is in support of getting a new system, but he wants to do it right.

Ms. Terracio inquired if they could have the information by the April 20th meeting.

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

Not Present: Newton

The vote in favor was unanimous.

20.5 An Ordinance extending Ordinances 017-20HR, 041-20HR, 055-20HR and 003-21HR, requiring the wearing of face masks to help alleviate the spread of COVID-19 – Ms. McBride moved, seconded by Ms. Terracio, to approve the extension of the mask ordinance.

Ms. Terracio requested the date of expiration be prominently published, so citizens can have a better understanding.

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

Opposed: Malinowski and J. Walker

Not Present: Newton

The vote was in favor.

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

In Favor: Malinowski and J. Walker

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

Not Present: Newton

The motion for reconsideration failed.

21. **OTHER ITEMS**

- a. FY20 - District 3 Hospitality Tax Allocations – Ms. McBride moved, seconded by Ms. Barron, to approve this item

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

Opposed: J. Walker

The vote in favor was unanimous.

21. **EXECUTIVE SESSION**

- a. Receipt of Legal Advice: Related to the Coggins lawsuit and settlement with former County Administrator Gerald Seals, including review of proposed settlement – Ms. Barron moved, seconded by Ms. English, to go into Executive Session

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

Opposed: Malinowski, Terracio, and J. Walker

Not Present: Newton

The vote was in favor.

***Council went into Executive Session at approximately 8:03PM
and came out at approximately 8:07pm***

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

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

Not Present: Newton

The motion in favor was unanimous.

No action was taken following Executive Session.

23. **ADJOURNMENT** – The meeting adjourned at approximately 8:09 PM



Report of the County Administrator

Regular Session Meeting – April 20, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

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

*Level of Incidence remains in Moderate tier for current reporting period with Incidence Rate

-continuing to see declining numbers

*Percent Positive remains below 5% for current reporting period

2. Emergency Rental Assistance Program Statistics

Approved Payments:

Richland County ERAP – RC SCP Approved Payments To Date - 04/15/2021		
LANDLORD/UTILITIES		
Rental Arrears	Future Rent	Utility Arrears
\$78,947.81	\$49,309.34	\$4,607.94
TENANTS		
Rental Arrears	Future Rent	Utility Arrears
\$2,995.00	\$8,364.00	\$0.00
Total Funds Approved To Date:		
\$144,224.09		

ATTACHMENTS:

1. COVID-19 Statistical Data
2. Emergency Rental Assistance Application Report as 04/15/2021

Number of Tests

27,024

Select Date Range
to Filter Page Values

3/31/2021

4/13/2021

Percent Positive

3.8% Attachment 1

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	80	74	154
Antigen	4,363	449	4,812
Viral (Molecular)	21,226	832	22,058
Grand Total	25,669	1,355	27,024

4.0% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.

- Total Viral (Molecular) Tests
- Count of Positive Viral Tests
- 7d Moving Average Percent Positive



Tests**668,289****Cases****44,935****Hospitalizations****1,345****Deaths****537****Two Week Cumulative Incidence Rate**

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (3/31/2021 - 4/13/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information
Click the county again to return to the full state map



Low; 0-50

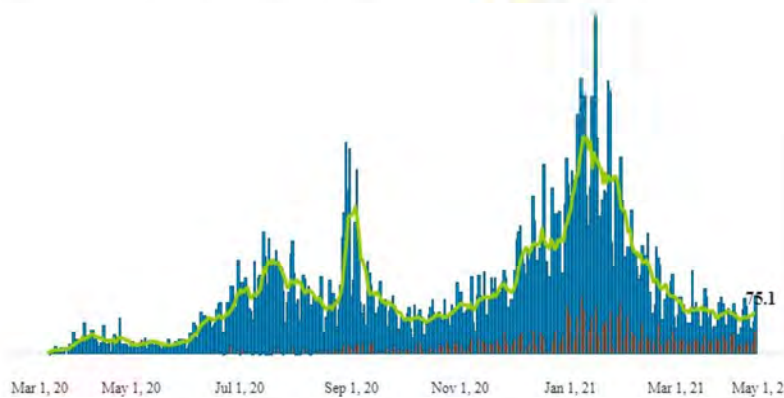
Moderate; 51-200

High; >200

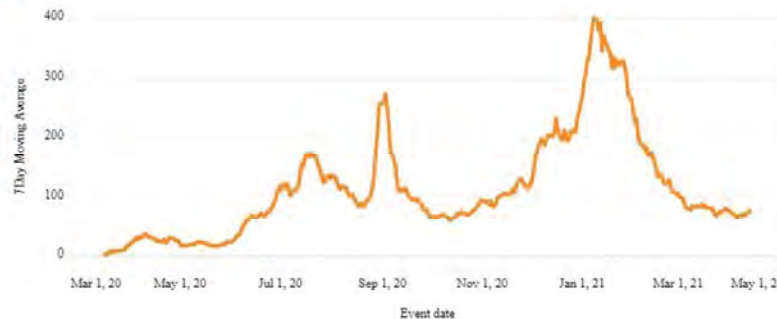
Recovery Estimate South Carolina**97.4%****COVID-19 Cases per Day**

County Displayed: Richland

Count of Confirmed Cases
Count of Probable Cases
Moving Average 7 day

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

Midlands



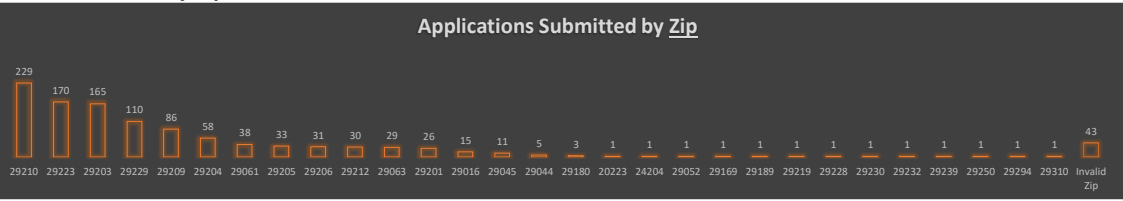
Richland County Cases Breakdown by Category

Current Date **4/15/2021**
 Weekly Report Starting Date **4/5/2021**
 Total Case Count **1095**



Applications Breakdown by Zip

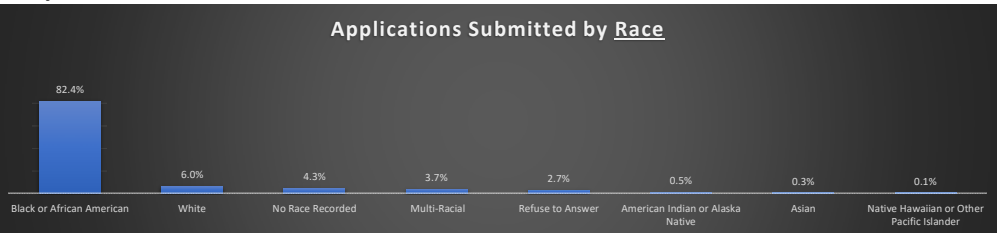
Top 10 Zips	Count
29210	229
29223	170
29203	165
29229	110
29209	86
29204	58
29061	38
29205	33
29206	31
29212	30



**Cases coming from 29 zip codes in total. 13 Zips only have 1 case
 **Zip record not in the right format/digits considered "Invalid Zip"

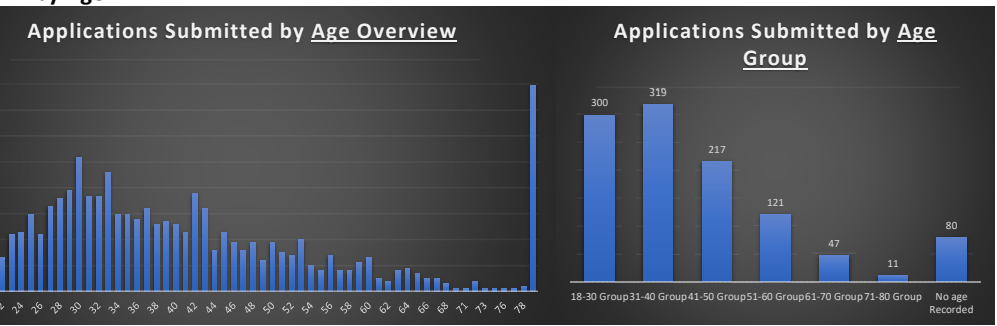
Applications Breakdown by Race

Race	Count	%
Black or African American	902	82.4%
White	66	6.0%
No Race Recorded	47	4.3%
Multi-Racial	41	3.7%
Refuse to Answer	30	2.7%
American Indian or Alaska N.	5	0.5%
Asian	3	0.3%
Native Hawaiian or Other Pacific Islander	1	0.1%



Applications Breakdown by Age

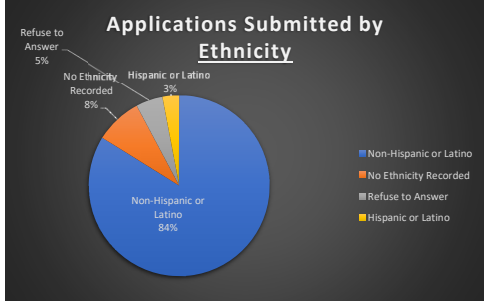
Age Group	Count	%
18-30 Group	300	27.4%
31-40 Group	319	29.1%
41-50 Group	217	19.8%
51-60 Group	121	11.1%
61-70 Group	47	4.3%
71-80 Group	11	1.0%
No age Recorded	80	7.3%



**All ages under 18 years old considered "No Age Recorded"

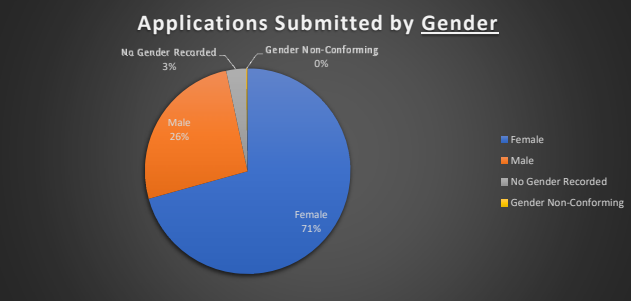
Applications Breakdown by Ethnicity

Ethnicity	Count	%
Non-Hispanic or Latino	918	83.8%
No Ethnicity Recorded	92	8.4%
Refuse to Answer	52	4.7%
Hispanic or Latino	33	3.0%



Applications Breakdown by Gender

Gender	Count	%
Female	774	70.7%
Male	284	25.9%
No Gender Recorded	34	3.1%
Gender Non-Conforming	3	0.3%



Please note - data presented in this report has been exported directly from Neighborly for all submitted cases. Some cases have not yet been reviewed

Richland County Council Request for Action

Subject:

20-036MA
Joginder Paul
CC-4 to CC-3 (202 Acres)
7430 Fairfield Road
TMS # R11904-02-05

Notes:

First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021 {Tentative}
Public Hearing: March 23, 2021

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 # 11904-02-05 FROM CRANE CREEK - 4 - INDUSTRIAL DISTRICT (CC-4) TO CRANE CREEK - 3 - ACTIVITY CENTER MIXED USE (CC-3); 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 # 11904-02-05 from Crane Creek - 4 - Industrial District (CC-4) to Crane Creek - 3 - Activity Center Mixed Use (CC-3).

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: March 23, 2021
First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021

Richland County Council Request for Action

Subject:

21-004MA
Richard Bates
CC1 to CC3 (2.63 Acres) of 75.81 Acres
Crane Church Road

Notes:

First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021 {Tentative}
Public Hearing: March 23, 2021

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 # 09513-01-07 (PORTION OF) FROM CRANE CREEK - 1 - RESIDENTIAL DISTRICT (CC-1) TO CRANE CREEK - 3 - ACTIVITY CENTER MIXED USE (CC-3); 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 # 09513-01-07 (portion of) from Crane Creek - 1 - Residential District (CC-1) to Crane Creek - 3 - Activity Center Mixed Use (CC-3).

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: March 23, 2021
First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021

Richland County Council Request for Action

Subject:

21-008MA
Jatin Patel
RU to GC (5.37 Acres)
10040 Wilson Blvd.
TMS # R14800-04-01

Notes:

First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021 {Tentative}
Public Hearing: March 23, 2021

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 # 14800-04-01 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 14800-04-01 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 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: March 23, 2021
First Reading: March 23, 2021
Second Reading: April 6, 2021
Third Reading: April 20, 2021

Richland County Council Request for Action

Subject:

Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)

Notes:

March 23, 2021 – The D&S Committee recommended Council approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

First Reading: April 6, 2021

Second Reading:

Third Reading:

Public Hearing:



Agenda Briefing

Prepared by:	Elizabeth McLean, Esq.		Title:	Acting County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	March 04, 2021	Meeting Date:	March 23, 2021		
Budget Review	James Hayes via email		Date:	March 09, 2021	
Finance Review	Stacey Hamm via email		Date:	March 09, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)				

STAFF'S RECOMMENDED ACTION:

Approve an ordinance granting a quit-claim deed to Viola K. Hendley and J. Scott Hendley.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None known.

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

None.

REGULATORY COMPLIANCE:

N/A

MOTION OF ORIGIN:

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 (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

Council Member	Allison Terracio, District 5
Meeting	Council Regular Session
Date	December 15, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Ms. Terracio received a request from Ms. Vi Hendley who lives at 104 Alabama Street in Olympia to have the County grant her a quit-claim deed for the alleyway behind her property.

As a general history of this issue, the County passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the County for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The County, over the years, has quit-claimed many alleyways to contiguous property owners.

Ms. Terracio has since received an amended request from Ms. Hendley to add her husband to the deed and use her legal name.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Ordinance
2. Ord 1003-82HR (Olympia Alleyway ord)
3. Quit-claim to Viola K. Hendley and J. Scott Hendley

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

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET).

NOW THEREFORE, 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 County of Richland and its employees and agents are hereby authorized to grant a quit claim deed to VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET), as specifically described in the deed entitled "Quit Claim Deed", which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 1003-82HR

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

SECTION IV. Separability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and

clauses shall not be affected thereby.

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

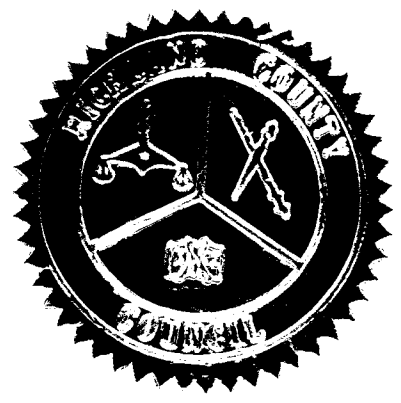
SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: *John V. Green*
John V. Green, Chairman

ATTEST this the 13th day of April, ¹⁹⁸³ 1982.

Brenda Fuller
CLERK OF COUNCIL



APR 13 1983

STATE OF SOUTH CAROLINA)
) QUITCLAIM DEED
 COUNTY OF RICHLAND)

WHEREAS, Richland County did, by Blanket Ordinance (1003-82HR), effective December 15, 1982, authorize Quit Claim Deeds to be executed conveying its interest, if any, to one-half [1/2] of the depth of that property commonly known as the Olympia Alleyways contiguous to a fee simple owner’s lot in the Olympia area; and

WHEREAS, Viola K. Hendley and J. Scott Hendley, are the sole owners in fee simple of the real property described as 104 Alabama Street, TMS# 08816-02-15, and said property being contiguous to the Olympia Alleyways.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **Richland County, South Carolina** (hereinafter referred to as Grantor), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, the governing body of said County, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars to it in hand paid at and before the sealing and delivery of these presents by **Viola K. Hendley and J. Scott Hendley**, (hereinafter referred to as Grantees), the receipt and sufficiency of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto **Viola K. Hendley and J. Scott Hendley**, their heirs and assigns forever, the following described property:

All that certain piece, parcel or lot of land, being one-half [1/2] of the depth of that certain Ten (10’) foot alleyway and measuring thereon 66.5 feet, being contiguous to TMS# 08816-02-15 and separating Lot Numbers Two (2) and Eight (8) of said Block Number 1 on a plat of property of Ebert Realty Company made by Tomlinson Engineering Co., in October 1939, recorded in the Office of the Register of Deeds for Richland County in Plat Book I at Page 76; all measurements being a little more or a little less.

This conveyance being made subject to any existing easements, conditions, and restrictions of record affecting the premises above described and conveyed.

DERIVATION: Derivation on quitclaim deed not required under Section 30-5-35 of S.C. Code Ann. (1976) as amended.

TMS# 08816-02-15

GRANTEE’S ADDRESS: 104 Alabama Street
Columbia, South Carolina 29201

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

IN WITNESS HEREOF, RICHLAND COUNTY, SOUTH CAROLINA, pursuant to due authority, has duly executed this deed, this _____ day of April, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY, SOUTH CAROLINA

WITNESS NO. 1

By: _____
Print Name: _____
Title: _____

WITNESS NO. 2

ATTEST: _____
Print Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantor, pursuant to due authority, sign, seal and as Grantor’s act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

WITNESS NO.1

SWORN to before me
This ____ day of April, 2021.

Notary Public for South Carolina
My Commission Expires: _____

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 a public infrastructure credit agreement to provide for public infrastructure credits to Catawba Apartments, LLC, a company previously identified as Project Catawba; and other related matters

Notes:

First Reading: March 16, 2021

Second Reading: April 6, 2021

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 A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO CATAWBA APARTMENTS, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT CATAWBA; 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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), 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, Catawba Apartments, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Catawba (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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 Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

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, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, 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, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public 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.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: March 16, 2021
Second Reading: April 6, 2021
Public Hearing: April 20, 2021
Third Reading: April 20, 2021

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

CATAWBA APARTMENTS, LLC

Effective as of: April 20, 2021

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of April 20, 2021 (“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 CATAWBA APARTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Catawba (as hereinafter defined “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 (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public 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, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on April 20, 2021 (“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 comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, 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 Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

Section 1.2. *Representations and Covenants 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 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;
- (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; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$72,000,000 in taxable property in the Project ("Investment Commitment") by April 20, 2026 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("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 PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC 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 PUBLIC 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 PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, 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 D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this 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) An abandonment or closure of the Project; for purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the Project in service by December 31, 2026;

(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 **Sections 2.1** and **2.2** of this Agreement 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 this 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 this 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; (iii) verifying the investment in the Company Public Infrastructure; and (iv) 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 interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

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
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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
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if to the Company:	Catawba Apartments, LLC c/o The Dinerstein Companies Attn: Adam Beck 3411 Richmond Avenue, Fifth Floor Houston, Texas 77046 Phone: 832.327.9169 Fax: 832.209.1234
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with a copy to	Tushar V. Chikhliker, Esq. Nexsen Pruet, LLC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina (29202) Phone: 803.540.2188 Fax: 803.727.1469
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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 an amount not exceeding \$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 Public 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 LEFT 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 PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, CATAWBA APARTMENTS, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

CATAWBA APARTMENTS, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

919 Catawba Street

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AS T.M.S. 08914-08-02, 03, 04, 05, 06, AND 08 ON A PLAT OF 3.449 ACRES PREPARED FOR HARRY P. SULLINS BY POWER ENGINEERING CO., INC. DATED DECEMBER 19, 1989 AND RECORDED IN PLAT BOOK 52, PAGE 8840 WITH THE PROPERTY BEING WITHIN THE FOLLOWING METES AND BOUNDS: BEGINNING AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF LINCOLN STREET AND CATAWBA STREET AND RUNNING NORTH 27-08-41 WEST FOR 163.24' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST FOR 91.97' ALONG THE PROPERTY OF N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 23.00' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING SOUTH 62-26-15 WEST FOR 91.97' ALONG THE PROPERTY N/F OF ALBERT JACKSON; THENCE TURNING AND RUNNING NORTH 27-08-41 WEST FOR 22.28' ALONG THE EASTERN SIDE OF LINCOLN STREET; THENCE TURNING AND RUNNING NORTH 62-26-15 EAST 104.26' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 27-22-42 WEST FOR 208.44' ALONG THE PROPERTY N/F OF MARION D. TURBEVILLE; THENCE TURNING AND RUNNING NORTH 62-44-10 EAST FOR 313.02' ALONG THE SOUTHERN SIDE OF RICE STREET; THENCE TURNING AND RUNNING SOUTH 27-16-42 EAST FOR 417.40' ALONG THE WESTERN SIDE OF PARK STREET; THENCE TURNING AND RUNNING SOUTH 62-43-18 WEST FOR 417.40' ALONG THE NORTHERN SIDE OF CATAWBA STREET TO THE POINT OF BEGINNING.

318 Lincoln Street

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING ONE-HALF (1/2) ACRES, MORE OR LESS, FOUND AT THE SOUTHEAST CORNER OF RICE STREET AND LINCOLN STREET; AND BEING FURTHER SHOWN ON THAT CERTAIN PLAT PREPARED FOR MARION D. TURBEVILLE, ET AL. BY COX AND DINKINS, INC. DATED FEBRUARY 28, 1986 AND RECORDED IN PLAT BOOK 50 AT 7604 AND IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY, AND SAID LOT OF LAND HAVING THE MEASUREMENTS AND BOUNDARIES AS SHOWN ON THE SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.

312 Lincoln Street

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, SITUATE, LYING AND BEING ON LINCOLN STREET, IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING FURTHER DESCRIBED AS BEING BOUNDED ON THE: WEST BY LINCOLN STREET FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; NORTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS; EAST BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF TWENTY-THREE (23) FEET, MORE OR LESS; AND SOUTH BY LAND NOW OR FORMERLY OF HARRY P. SULLINS FOR A DISTANCE OF NINETY-TWO AND FIVE TENTHS (92.5) FEET, MORE OR LESS.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a parking deck for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Catawba and Lincoln Streets, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) environmental cleanup, including the remediation of coal waste associated with the former Pinstch Gas Works facility, and (iv) blight eradication, including the removal of two vacant light-industrial buildings to create a connection between the University of South Carolina’s Greek Village and the Granby Mills neighborhood. The anticipated total cost of the Company Public Infrastructure is approximately \$7,800,000, and is further detailed below:

Company Public Infrastructure Budget Estimate	
Description	Budget
Streetscaping/Landscaping (<i>*including public surface parking</i>)	\$500,000
Water/Sewer/Stormwater Improvements	\$579,148
Water/Sewer/Stormwater Improvements Impact Fees	\$750,000
Parking Deck	\$5,000,000
Eradication of Blight	\$350,000
Environmental Cleanup	\$500,000
General Conditions	\$120,852
Total Projected Company Public Infrastructure Costs	\$7,800,000

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.4)

**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:

Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related thereto

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

**APPROVING THE LEASE AND SALE OF CERTAIN REAL PROPERTY
LOCATED IN AND OWNED BY RICHLAND COUNTY; AUTHORIZING
THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH
MAGNUS DEVELOPMENT PARTNERS, LLC AND OTHER MATTERS
RELATED THERETO**

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

WHEREAS, the County owns approximately 26 acres of real property located in the Northpoint Industrial Park as more particularly identified by TMS No. 14900-01-02 (“Property”) on which it desires to locate a speculative manufacturing and distribution building (“Spec Building”) for the purpose of attracting a company or enterprise which will make a capital investment in the County and provide employment for the citizens of the County;

WHEREAS, to assist the County in offsetting the cost of the designing and constructing the Spec Building, the County desires to partner with Magnus Development Partners, LLC (“Magnus”) by entering into a lease agreement (“Agreement”), the form of which is attached as Exhibit A, with Magnus pursuant to which Magnus will lease the Property from the County and finance and construct the Spec Building on the Property; and

WHEREAS, the Agreement further provides Magnus an option to purchase the Property from the County at any time and the obligation to purchase the Property on the leasing of the Spec Building to a company or enterprise which will conduct manufacturing or distribution operations in the Spec Building.

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

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

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

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

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further

instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 20, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

COMMERCIAL GROUND LEASE AGREEMENT

This Commercial Ground Lease Agreement (“**Lease**”) is hereby effective as of the _____ day of _____, 2021 (“**Effective Date**”), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a _____ (“**Landlord**”) and **MAGNUS DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company (“**Tenant**”).

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of land bearing the address of _____, Columbia, South Carolina, _____, consisting of approximately 26 acres of land, as further described on Exhibit A attached hereto (the “**Premises**”).

2. Terms and Options: This Lease is for an initial “**Term**” of approximately twenty (20) years beginning on the Commencement Date and ending (the “**Expiration Date**”) on the last day of the month containing the 240th monthly anniversary of the Commencement Date. The “**Commencement Date**” is the date that is the earlier of (i) the expiration of the Construction Period (defined below), or (ii) the date which Tenant opens the Premises for business. Provided no Event of Default has occurred, Tenant may extend the Term for five (5) additional periods of five (5) years each (each, an “**Option Period**”). Each Option Period shall be deemed automatically exercised unless Tenant gives written notice to the contrary to Landlord not later than one hundred eighty (180) days before expiration of the then current Term. References to the Term shall include the initial Term and all Option Periods.

3. Base Rent: Beginning on the Commencement Date, Tenant shall pay to Landlord Base Rent in the amount of \$1.00 per year, with Base Rent for the full Term paid on or prior to the Effective Date. Base Rent shall be paid without demand, setoff or abatement, except as otherwise permitted under this Lease.

Each of the foregoing amounts of rent are to be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, except as otherwise provided in this Lease to the contrary. All such rent shall be paid to Landlord in legal tender of the United States.

4. Additional Rent: Tenant shall pay (i) real estate taxes for the Premises, if any, directly to the taxing authority prior to the date the same are delinquent, and (ii) utilities serving the Premises in accordance with Section 8. Landlord shall cooperate with Tenant to cause invoices for real estate taxes and utilities sent to Tenant directly. Tenant shall, at its expense, obtain the insurance described in Section 15. Tenant is not obligated to pay any charges under any instruments of record regarding the Premises unless such obligations are expressly set forth in this Lease.

This Lease shall be deemed a “triple net” lease. Tenant shall pay to Landlord, absolutely net throughout the Term, or pay to third parties directly as specified in this Lease, all taxes, charges, assessments, costs, impositions and expenses of any kind arising from, concerning, or relating to the Premises and/or the Tenant’s use or occupancy thereof, except as otherwise expressly provided to the contrary in this Lease.

5. **Premises Condition:** Tenant hereby accepts the Premises in its existing condition.

6. **Tenant's Work:** Tenant shall design and construct a 210,000 +/- square foot manufacturing/distribution building (expandable to 300,600 square feet) ("**Building**") on the Premises as further described and shown on Exhibit B (site plan), Exhibit C (elevations) and Exhibit D (abbreviated building outline specifications and preliminary building layout) at Tenant's sole cost and expense ("**Tenant's Work**"). Tenant's Work will be performed in accordance with applicable laws, ordinances, rules and regulations (collectively the "**Laws**").

7. **Permitted Use:** Tenant shall have the right to use the Premises for the operation of a manufacturing/distribution facility and for any other lawful use. Tenant shall at all times comply with all applicable Laws.

8. **Utilities:** Tenant shall pay, all the cost of all utilities serving the Premises including, but not limited to, heat, water, sewer, electric, gas, and garbage and waste pickup.

9. **Development Periods; Termination Rights:**

A. **Inspection Period:** Tenant shall have ninety (90) days after the Effective Date of this Lease (the "**Inspection Period**") to enter the Premises from time-to-time and conduct any and all tests and investigations with respect to the Premises that Tenant may desire, including architectural, engineering, surveys, soil boring and environmental tests and investigations to determine the feasibility of developing the site (collectively, "**Feasibility Studies**"). Landlord shall cooperate with Tenant and its agents in permitting access to the Premises to conduct the Feasibility Studies. Tenant shall have the right to terminate this Lease, for any or no reason, prior to the expiration of the Inspection Period by written notice to Landlord, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Tenant shall provide Landlord a copy of any and all tests conducted during the Inspection Period.

B. **Permitting Period:** Tenant shall have one hundred eighty (180) days after the expiration of the Inspection Period (the "**Permitting Period**") to diligently pursue and to acquire all necessary approvals and permits deemed necessary by Tenant without unusual or extraordinary expense for the development of the Premises for Tenant's intended purposes (collectively the "**Permits**"). Tenant shall submit all applications for all necessary Permits within thirty (30) days of the commencement of the Permitting Period and shall diligently pursue all Permits. The Permitting Period shall be deemed to expire, and the Construction Period shall commence, upon receipt by Tenant of all Permits. Landlord shall cooperate with Tenant and its agents in permitting access to the Premises, execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Permits. Landlord, at no cost to Landlord, shall support Tenant in obtaining for the benefit of the ultimate operator at the Premises any economic incentives available for the Premises including, but not limited to, a fee in lieu of taxes agreement to the extent Tenant presents a qualifying project based on the ultimate operator at the Premises. Tenant shall have the right to terminate this Lease due to Tenant's inability to obtain the

necessary permits or approvals and/or rezoning of the Premises, if so required (without extraordinary expense), at any time prior to the expiration of the Permitting Period, in which event this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder.

C. Construction Period: Tenant shall have twenty-four (24) months from the expiration of the Permitting Period (the “**Construction Period**”) to construct all improvements necessary for Tenant’s contemplated operations at the Premises and complete all Tenant’s Work, at Tenant’s sole cost. Failure to complete all Tenant’s Work prior to the end of the Construction Period shall constitute an Event of Default. Notwithstanding anything to the contrary contained herein, if Tenant determines (in Tenant’s reasonable discretion) during the initial eighteen (18) months of the Construction Period that economic conditions/factors such as development and construction pricing and market leasing conditions are not favorable for proceeding with development of Tenant’s project, and Tenant has not otherwise commenced construction of the Premises, then Tenant may terminate this lease by providing written notice of such termination to Landlord no later than the last day of the eighteenth (18th) month of the Construction Period, and upon termination, this Lease shall be deemed null and void and neither party shall have any further rights or obligations hereunder. Once Tenant has commenced construction, the termination right set forth in this section shall be null and void.

D. Landlord Right of Termination: At any point prior to the commencement of construction by Tenant, Landlord may terminate this Lease by providing written notice to Tenant of such termination. Upon termination by Landlord, Landlord shall reimburse Tenant for all actually-incurred, third party development expenses incurred in connection with this Lease, as evidenced by invoices submitted by Tenant to Landlord, with such reimbursement obligation not to exceed \$50,000. Tenant shall make one submission of invoices for all expenses for which Tenant is seeking reimbursement within not less sixty (60) days of the date of termination, and Landlord shall reimburse Tenant within not less than thirty (30) days of receipt of such invoices.

10. Landlord’s Representations:

A. Access. Landlord expressly warrants that the Premises has direct access to public streets.

B. Intentionally Deleted.

11. Documentation: Not later than five (5) business days after the Effective Date, Landlord shall provide Tenant with a copy of all documents within Landlord’s possession (or reasonably attainable by Landlord) regarding the Premises, including copies of Landlord’s title (or title policy), any existing surveys, environmental studies, encumbrances, etc. including, without limitation, a copy of any existing or pending exclusive or restrictive use provisions that now or hereafter shall burden the Premises.

12. Maintenance: Tenant, at its sole cost, shall be responsible for all repairs, replacement, and maintenance of the Building and Premises, including but not limited to the roof, foundation, and structural integrity of the Building and improvements on the Premises, all sewer and water

lines serving the Premises, in good working condition and in a clean and litter-free appearance at all times. Landlord shall have no responsibility to repair the Premises.

13. Environmental: Tenant shall be responsible for, and indemnify Landlord against, any environmental incidents or discharges at the Premises first occurring during the Term of this Lease, including any resulting from Tenant's use of the Premises or the acts or omissions of Tenant's agents, employees or invitees. This indemnification precedes, is concurrent with, and survives the expiration or termination of this Lease in all respects. Tenant shall promptly report to Landlord and any applicable authorities any reportable environmental incidents or discharges at the Premises. During the Inspection Period, Tenant may perform a Phase I and/or II Environmental Audit using Tenant's selected firm. Tenant shall have no responsibility for hazardous materials or environmental issues located within the Premises prior to the Effective Date, or which were subsequently brought thereon by Landlord or any other tenant of Landlord (if any), or either party's employees, agents or contractors.

Landlord hereby represents to Tenant that, to the best of Landlord's knowledge, without duty of investigation:

A. No investigation, review, compliance order or penalty notice has been issued and/or is pending or threatened by any governmental authority or other person with respect to the presence of hazardous material contamination on the Premises or the alleged failure of the Landlord to comply with any governmental requirement.

B. There are no environmental liens on the Premises and no government actions have been taken or are in process that could subject the Premises to such liens, and the Landlord would not be required to place any notice or restriction related to the presence of hazardous materials on the Premises in any deed or public record.

C. There are no underground storage tanks on or under the Premises and the Premises is not under any current or planned environmental remediation process.

D. There are no existing conditions which may create an environmental liability.

To the extent permitted by applicable law, Landlord shall reimburse Tenant for all actually-incurred costs and expenses directly or indirectly related to: (a) a violation of or responsibility under environmental laws except that if such claims first occur during the Term of this Lease or are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a hazardous substance on the Premises; or (b) a breach of any Landlord representation or covenant or agreement contained in this Article.

14. Signage: Upon obtaining all necessary licenses and permits, Tenant may place signage and/or decorations on and within the Premises. Tenant will be responsible for their condition and upkeep. All signage at all times shall comply with all applicable laws, ordinances, rules and regulations.

15. Insurance: Beginning on the first day of the Construction Period, and continuing thereafter, Tenant shall maintain at its own cost,

A. General Liability Insurance: Commercial general liability insurance against claims for property damage and personal injury or death occurring on the Premises. Such insurance shall name Landlord as an additional insured and shall be maintained in the minimum amount of \$1,000,000 per occurrence, bodily injury and property damage combined single limit, and a general aggregate limit of not less than \$2,000,000.00.

B. Property Insurance: Commercially common "Special Form" policy property insurance covering (i) all buildings, facilities, improvements and other constructions forming part of the Premises or located thereon, and (ii) all of Tenant's furniture, fixtures, equipment, inventory and all other personal property located in, upon, or about the Premises, or used in the conduct of Tenant's business in, upon, or about the Premises. All limits of liability shall be ninety percent (90%) of replacement cost. All proceeds of Tenant's property insurance shall be Tenant's property.

Tenant shall deliver to Landlord a Certificate of Insurance, certifying such insurance coverage and all renewals thereof.

All insurance policies required to be carried by Tenant as provided in this Section 15 shall be issued by insurance companies which have an A- or better rating by Best's Insurance Rating Service and are authorized and licensed to do business in the State of South Carolina. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder (ten (10) days for non-payment of premium).

16. Indemnity and Limitation of Landlord Liability: Tenant shall defend (with counsel reasonably approved by Landlord), indemnify and hold harmless Landlord and its members, managers, employees, officers, successors and assigns (collectively, the "**Indemnitees**") from and against any and all claims, demands, causes of action, liability, damages, penalties, judgments, costs and expenses, including without limitation, attorney's fees, costs and expenses suffered or incurred by any Indemnitees or made or asserted against any Indemnitees, and arising from damage to property or injury, or death of any person, sustained in, on, about or around the Premises resulting from, arising out of or in connection with: (i) Tenant's possession, use, occupancy, management, repair, maintenance or control of the Premises or any portion thereof; (ii) inspection, permitting, construction, destruction, alteration, renovation, or replacement of any and all buildings and improvements on the Premises at any time during the Term; and (iii) any act or omission of Tenant, its officers, agents, employees, licensees, contractors, customers, licensees, or invitees. This indemnity shall survive termination of this Lease.

Except for the negligence or misconduct of Landlord, its agents, employees and contractors, Landlord shall not be responsible or liable for any damage or injury to the improvements or personal property of Tenant. Tenant hereby assumes responsibility for the condition of the Premises, including any and all buildings and improvements to be constructed thereon. To the

extent permitted by applicable law, Landlord shall reimburse Tenant and its members, managers, employees, officers, successors and assigns, for all actually-incurred costs and expenses resulting from any and all claims, causes of action, liability, damage, expenses, penalties, judgments, costs and expenses suffered or incurred by Tenant or made or asserted against Tenant, and arising from damage to property or injury or death of any person on the Premises arising out of the negligence or misconduct of Landlord, its agents, employees and contractors.

17. Assignment and Subletting: Except as provided herein, Tenant shall not assign this Lease or sublet all or any portion of the Premises, without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. No such assignment or subletting hereunder shall release Tenant of its obligations under this Lease.

18. Defaults:

A. Tenant Default: An "Event of Default" shall occur if Tenant shall fail to (a) pay any Rent or Additional Rent provided for under this Lease (including without limitation taxes, insurance and utilities) on the day when the same shall become due and payable hereunder, and such default continues for ten (10) days after Tenant receives written notice; (b) comply with any of the other obligations of this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion; (c) file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within sixty (60) days following the commencement thereof; or (d) have its leasehold interest in the Premises or property therein seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

Following the occurrence of an Event of Default, Landlord shall have the right, at Landlord's option, to:

- (i) terminate this Lease and all rights of Tenant under this Lease; and
- (ii) re-let the Premises on such terms as Landlord shall deem reasonable and Tenant shall reimburse Landlord for all expenses of re-letting.

The foregoing provisions are without prejudice to any other rights otherwise available at law or in equity under applicable law, except as may be expressly provided to the contrary in this Lease.

Should Landlord terminate this Lease as provided in this article, Landlord may enter the Premises and remove all persons, or personal property, and dispose of all personal property, without liability therefor or compensation therefor.

Any provision of this Lease to the contrary notwithstanding, neither party hereunder shall be permitted to recover from the other, punitive, speculative, lost profits (for the purposes of this Section 18 (A), "lost profits" shall not include Rent and Additional Rent) or similar consequential damages as a result of the other party's violation of its obligations under this Lease.

B. Landlord Default: If Landlord shall fail to perform any Landlord obligation under this Lease, and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then, if Landlord has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecuted the same to completion), Tenant shall have the right, at Tenant's option, to terminate this Lease. Tenant shall also be entitled at its election, to exercise concurrently or successively, any and all remedies otherwise provided in this Lease including the right of self-help, set-off and compensation, and any other rights otherwise available at law or in equity under applicable law.

19. Condemnation: If the whole or any part of the Premises (including parking area) shall be taken or condemned by any authority (eminent domain) for any public use or purpose during the Term of this Lease, Tenant reserves unto itself the right to prosecute its claim against the condemning authority for any award upon its leasehold interest, loss of business, alterations, and improvements constructed by Tenant for such taking, without impairing any rights of the Landlord for the taking of or injury to the Premises. Landlord shall be entitled to all proceeds awarded for the land that comprises the Premises for loss of rents, and any other related damages or award.

If the whole or any part of the Premises shall be taken, condemned or blocked from the existing public streets, and the part so taken includes the building or improvements, or any part thereof, or the part so taken includes any part of the Premises in excess of twenty five percent (25%), then in any such event, Tenant may at any time thereafter elect to terminate this Lease, with Tenant liable in such event only for rents accrued to the date of surrender of said Premises to Landlord, or Tenant may continue this Lease with the rent decreasing proportionately as to the percentage of the Premises taken. If, as a result of the condemnation (and failure of Tenant to terminate this Lease) repair work is required at the Premises and Tenant is unable to operate, rent shall abate for a maximum of ninety (90) days for completion of such repair work.

20. Casualty: If, at any time during the Term, the buildings or improvements located on the Premises shall be destroyed or damaged by fire or other casualty, then, Tenant at its own cost, shall cause the same to be repaired, replaced or rebuilt in accordance with the standards and quality of Tenant's initial improvements, within a reasonable period of time taking into account

all prevailing circumstances. Notwithstanding the foregoing, if the building and improvements on the Premises have been damaged or destroyed to an extent greater than fifty percent (50%) of their then current fair market value, and there is less than three (3) years remaining on the then current Term, Tenant shall have the right to elect not to repair or replace the buildings and terminate this Lease. If Tenant terminates this Lease hereunder, Tenant shall assign all insurance proceeds pertaining to the buildings to Landlord including any amounts for deductibles. All other insurance proceeds, including those for Tenant's signs, furniture, fixtures, equipment, inventory and other personal property are Tenant's property. Nothing contained herein shall relieve Tenant of its obligations under this Section 20 if the destruction or damage is not covered, either in whole or in part, by insurance.

21. Title Representations: Landlord hereby represents and warrants to Tenant the following: (i) Landlord has good and marketable title to the Premises, (ii) Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not have good and marketable title to the Premises, and (iii) the Premises is not encumbered by a lien or other privilege which has priority over this Lease other than those encumbrances and encroachments of record or to be placed of record upon the Closing.

Landlord shall not allow, create or suffer any tax lien, levies or privileges, or other encumbrance against the Premises pursuant to any local, state or federal law, which would have priority over the leasehold estate created by this Lease or adversely affect the rights of Tenant hereunder. Landlord shall be liable for any disturbances of Tenant's possession of the Premises resulting from any claims that Landlord does not own and have good and marketable title to the Premises.

Provided no Event of Default has occurred, Tenant shall have the quiet possession of the Premises for the entire Term hereof, without disturbance by Landlord, or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease.

22. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent by (i) email (provided that a hard copy referencing the date of email transmission is sent the same day by one of the other methods of delivery set forth below), (ii) United States Postal Service (either Certified or Registered) or nationally recognized overnight mail services, addressed as follows:

To Landlord: Magnus Development Partners, LLC
719 Holly Street, Ste. A
Columbia, SC 29205
Tel.: (803) 256.5055
Email: bill@magnusdevelopment.com

To Tenant: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Email: 803.576.2054

Richland County, South Carolina

Economic Development Office
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
Attn: Jeff Ruble
Email: RUBLE.JEFF@richlandcountysc.gov

All notices shall be deemed given when received or rejected.

23. Surrender: At the expiration or earlier termination of this Lease, Tenant shall peacefully surrender possession of the Premises, together with all buildings and improvements thereon in good and clean condition without compensation therefor. Tenant shall remove Tenant's furniture, trade fixtures, equipment, inventory and signage prior to the termination of this Lease or any exercised Option Period, and shall repair any damage incurred or resulting from the removal of any of Tenant's furniture, trade fixtures, equipment, inventory and signage.

If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term (or Option Period) or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the rent payable under this Lease by such tenant at sufferance shall be one hundred fifty percent (125%) of the base rental rate in effect immediately prior to the expiration of the Term (or Option Period) or earlier termination of this Lease and one hundred percent (100%) of all additional regularly scheduled charges. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

24. Force Majeure: Other than the payment of rent, Landlord and Tenant, shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond either party's control which shall include, without limitation, civil commotion, war, rebellion, military or usurped power, governmental regulations, pandemic, epidemic, disease, or other public health emergencies along with collateral effects and consequences thereof, fire, flood, or other casualties, or through acts of God. Force Majeure shall not excuse any monetary obligation of either party.

25. Brokers: Landlord and Tenant represent and warrant each to the other that they have not dealt with any brokers in connection with this Lease. Either party guilty of a breach of this representation and warranty shall, to the extent permitted by applicable law, reimburse the other party for any actually-incurred costs in connection with claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty.

26. Tenant's Obligation to Purchase: During the term of this Lease, Tenant shall purchase the Premises from Landlord upon the leasing (and commencement of rent) of the Building (or any portion thereof) by a credit tenant. Tenant covenants and agrees not to lease any portion of the Premises to a party other than a credit tenant. The purchase price for the Premises shall be \$300,000.00, unless otherwise waived by the Landlord. Closing of the purchase of the Premises

shall take place within ninety (90) days of such leasing and rent commencement in accordance with typical and customary terms and conditions of such a transaction.

Notwithstanding anything to the contrary contained herein, at any point during the term of the Lease, Tenant, at Tenant's sole election, may purchase the Premises from the Landlord for the amount of \$300,000.00. Closing of the purchase of the Premises shall take place within ninety (90) days of delivery of Tenant's notice to Landlord of Tenant's election to purchase the Premises. Closing shall take place in accordance with typical and customary terms and conditions of such a transaction.

In the event the purchase of the Premises by Tenant triggers the return of the South Carolina Department of Commerce ("SCDOC") site enhancement grant ("Site Grant"), then Tenant, within sixty (60) days after the closing of the purchase of the Premises, shall pay Landlord an additional amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

In the event the Tenant leases the Building (or any portion thereof) to a tenant(s) which triggers the return of the SCDOC Site Grant, then Tenant, within thirty (30) business days of receipt of a request from Landlord, shall remit payment to Landlord in the amount of \$500,000.00 for reimbursement to SCDOC for the Site Grant.

27. Dispute Resolution: Landlord and Tenant agree that for the adjudication of any controversy, dispute, or claim arising from this Lease, jurisdiction and venue are proper in, and such matter shall exclusively be resolved in, state court in Richland County, South Carolina. THE PARTIES TO THIS LEASE HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY TO RESOLVE ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF THE LEASE OR BREACH OR ALLEGED BREACH OF THE LEASE.

28. Recording: Both Landlord and Tenant agree not to record this Lease. Upon request of either party, both parties shall execute and deliver a memorandum or "short form" of Lease in recordable form to be recorded at the requesting party's expense.

29. No Liens: Tenant shall not allow any lien with respect to work performed at, or materials supplied to, the Premises by or on Tenant's behalf, including any materialmen's, supplier's, or mechanic's lien, charge or order for the payment of money to be filed against the Premises. If, because of any act or omission of Tenant, any mechanics or similar lien shall be filed against Landlord or the Premises, Tenant shall, at Tenant's expense, cause the same to be discharged of record or bonded within thirty (30) days after receipt of written notice from Landlord of the filing thereof; and Tenant shall indemnify and hold harmless Landlord against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, costs and expenses.

30. Subordination: Landlord represents as of the date hereof, there is no mortgage or deed of trust presently encumbering the Premises. This Lease shall be subordinate to future mortgage or deed of trust entered after the date hereof on the condition that contemporaneous with the execution of such mortgage, Landlord shall obtain from the mortgagee a subordination, non-disturbance and attornment agreement in the mortgagee's customary form (which shall be

reasonably acceptable to Tenant), stating that Tenant's possession of the Premises and rights under this Lease shall not be disturbed as long as no Event of Default has occurred and Tenant, within twenty (20) days of receipt of such Non-Disturbance Agreement shall execute and return such agreement to Landlord.

31. Landlord Access: Upon reasonable notice to Tenant, Landlord may inspect the Premises, including any buildings and improvements thereon, and permit potential lenders and purchasers to do so as well. Solely during the last six (6) months of the Term, upon reasonable notice to Tenant, Landlord may permit potential tenants to inspect the Premises. All such inspections and access of the Premises shall be at reasonable hours, and shall not unreasonably interfere with Tenant's use of the Premises. Landlord may place customary "For Sale", signs on the Premises at any time during the Term, and the customary "For Lease" signs on the Premises during the last six (6) months of the Term. Any such signs shall be located contiguous to adjoining lots of record property lines, and shall not imply or indicate that Tenant's business is for sale or lease, or that Tenant is going out of business.

32. Estoppel Certificate: Either party shall, at any time upon ten (10) days prior written notice from the other, execute, acknowledge and deliver, a statement in writing certifying (i) that this Lease is in full force and effect, (ii) the date to which any rent and other charges, if any, have been paid in advance, (iii) that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults, if any are claimed and (iv) any other representations or certifications reasonably requested.

33. Tenant Financing:

A. Tenant shall have the right to pledge any of Tenant's equipment, inventory or other personal property, in connection with Tenant's financing. Landlord hereby waives any and all rights, statutory or otherwise, that it may have to a landlord's lien on Tenant's personal property, including Tenant's inventory, trade fixtures, and removable equipment and fixtures located within the Premises. Landlord agrees to execute, upon request, a confirmation of such waiver in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

B. Tenant shall have the right to mortgage its leasehold interest in the Premises ("**Leasehold Mortgage**") subject to any such Leasehold Mortgage being at all times subordinate to the fee interest of Landlord in the Premises, as well as the interests of any mortgagee to whom Landlord has granted or subsequently grants a mortgage and Tenant agrees to cause its leasehold mortgagee ("**Leasehold Mortgagee**") to execute any documents required by Landlord or Landlord's mortgagee(s) to memorialize subordination of any leasehold mortgages.

Tenant shall furnish Landlord with a true and complete copy of each Leasehold Mortgage and a current notice address for the Leasehold Mortgagee. If any (prospective) Leasehold Mortgagee shall require any reasonable modification(s) of this Lease (including cure rights, rights to obtain a new lease, and other customary mortgagee protections), then Landlord shall, at Tenant's reasonable request and sole cost and expense, execute and deliver to Tenant such reasonable instruments in recordable form effecting such modification(s) as such (prospective) Leasehold Mortgagee reasonably requires, provided Landlord determines, in its reasonable discretion, that

they do not materially adversely affect Landlord's rights or increase Landlord's obligations hereunder.

Notice of Default Served on Leasehold Mortgagees.

(a) No notice of default required by this Lease shall be valid, binding, or effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease for effective notice, at the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

(b) If there is a Monetary Default, then Landlord shall not exercise any of the rights and remedies provided herein unless the Monetary Default shall have continued for at least thirty (30) days after notice in writing to all Leasehold Mortgagees.

(c) If there is a curable Non-Monetary Default ("Curable Non-Monetary Default"), then Landlord shall not exercise any of the rights and remedies provided herein unless the Curable Non-Monetary Default shall have continued for at least sixty (60) days after notice in writing to all Leasehold Mortgagees. However, if it is not reasonably possible to cure the default within sixty (60) days, then the time period for curing the Curable Non-Monetary Default shall be extended, provided, however, that the default cure shall have been commenced and shall be continuing as expeditiously as reasonably practicable by actions undertaken continuously, diligently and in good faith.

(d) If there is a noncurable default ("Noncurable Default"), Landlord shall not exercise any of the termination rights or remedies provided in this Lease, or any termination remedies provided by law, if within sixty (60) days after notice in writing of such Noncurable Default, a Leasehold Mortgagee notifies Landlord it has commenced the foreclosure of its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously prosecutes to completion such foreclosure proceedings and sale of Tenant's leasehold interest in the Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure.

Landlord agrees that in the event of the termination of this Lease by reason of any default by Tenant, and if Landlord has, prior to such termination, been given written notice of the name and address of such Leasehold Mortgagee, Landlord will enter into a new lease of the Premises with any permitted Leasehold Mortgagee or its nominee for the remainder of the term of this Lease, effective as of the date of such termination, at the rent and upon the terms, options, provisions, covenants and agreements as contained in this Lease, including without limitation the obligation to complete the Tenant's Work prior to the end of the Construction Period to the extent not already completed, provided:

(1) Such Leasehold Mortgagee shall make written request upon Landlord for such new lease prior to or within ten (10) days after the date of such termination and such written request is accompanied by payment to Landlord of all sums then due to Landlord hereunder and any other defaults if any, are cured; and

(2) Such Leasehold Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease any and all sums which would at that time be due hereunder but for such termination, together with any expenses, including reasonable attorneys' fees, incurred by Landlord as a result of such termination, as well as in the preparation, execution and delivery of such new lease.

No Leasehold Mortgagee shall become liable under the agreements, terms, covenants or conditions of this Lease unless and until it becomes the lessee of the leasehold estate. Any assignment of the entire interest in this Lease by any owner of the leasehold estate whose interest shall have been acquired directly by, through or under any leasehold mortgage or from any holder thereof, shall be subject to the terms and conditions herein, except that the assignor shall be relieved of any further liability which may accrue hereunder from and after the date of such assignment, provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption satisfactory to Landlord wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease contained on Tenant's part to be performed and observed, it being the intention of the parties that once the Leasehold Mortgagee or its nominee shall succeed to Tenant's interest hereunder, any and all subsequent assignments (whether by such Leasehold Mortgagee, its nominee, or any purchaser at a foreclosure sale or other transferee or assignee from Leasehold Mortgagee or its nominee) shall upon the aforesaid assumption and agreement by the assignee, effect a release of the assignor's liability hereunder.

All of the provisions contained in this Lease with respect to leasehold mortgages and the rights of Leasehold Mortgagees shall survive the termination of this Lease for such period of time as shall be necessary to effectuate the rights granted to all Leasehold Mortgagees by the provisions of this Lease. Landlord agrees to execute, upon request, a confirmation of the rights of the parties as provided in this Section 33 in a form reasonably satisfactory to Tenant and, if applicable, its lenders.

Nothing herein contained shall require any Leasehold Mortgagee or its nominee to cure any default by Tenant hereunder.

34. Costs and Attorney Fees: If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Either party shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against the other, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

35. Severability: If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

36. Entire Agreement: This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same. Landlord and Tenant each hereby waives, as a material part of the consideration hereof, all claims against the other for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

37. Time: Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

38. Miscellaneous: This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original. Facsimile or scanned and e-mailed execution copies will be binding on the parties as if they were original signatures. The executed counterparts together shall be considered an original and shall be binding on the parties. The parties will cooperate in exchanging original (non-facsimile) signature pages with each other.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

WITNESSES: (Tenant)

Name: _____

Name: _____

TENANT:

MAGNUS DEVELOPMENT PARTNERS,
LLC, a South Carolina limited liability
company

By: _____
Its: _____

Date: _____

WITNESSES: (Landlord)

Name: _____

Name: _____

LANDLORD:

RICHLAND COUNTY, SOUTH
CAROLINA, a _____

By: _____
Its: _____

Date: _____



Agenda Briefing

Prepared by: Ronaldo D. Myers, Director
Department: Alvin S. Glenn Detention Center
Date Updated: November 05, 2020 **Meeting Date:** September 22, 2020

Legal Review	Elizabeth McLean via email	Date:	September 16, 2020
Budget Review	James Hayes via email	Date:	September 15, 2020
Finance Review	Stacey Hamm via email	Date:	September 16, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Detainee Telephone Service		

Recommended Action:

Staff recommends approval of the contract to GTL for the detainee telephone service at the Alvin S. Glenn Detention Center.

At its October 27, 2020 meeting, the Administration & Finance Committee moved to accept staff's recommendation with the direction that rates are not to exceed \$.10 per minute. Should Council approve the committee's recommendation, staff will negotiate with the vendor as directed.

Motion Requested:

1. Move to approve the contract for the detainee telephone service at the Alvin S. Glenn Detention Center; or,
2. Move to deny the contract for the detainee telephone service.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no financial impact to Richland County.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Since 1987, the detention center has privatized the detainee telephone services to provide better service to the detainees without a cost to Richland County.

In January 2020, Richland County Council solicited for a detainee telephone service for the Alvin S. Glenn Detention Center. The current phone contract is held by AmTel Communications. There were five perspective vendors that responded to RFP. (See attached score sheet). The RFP covered the following telephone communication services: GTL was the most responsive vendor. See the below information in reference to GTL.

Inmate Telephone Systems

GTL's feature-rich Inmate Telephone System is a turnkey solution that comes complete with all hardware and software, including the telephone network, circuits, monitoring and recording system, call-control system, secure database, telephones, workstations, printers, and associated software.



Visitation Management

The GTL VisitMe video visitation solution allows facilities to transition traditional in-person visitation service to a more secure on-premise or remote alternative. The VisitMe Scheduler can eliminate long queues in the visitation area by avoiding the chaos of having a high volume of concurrent visitors.



Inmate Messaging

Message Link provides an electronic alternative to an otherwise inefficient and potentially tainted communication method. As contraband and cryptic messages are entering correctional facilities through an ever-rising level of creativity, Message Link provides a secure, controlled environment for inmate messaging.



Handheld Devices

GTL's latest products for the corrections market consist of a series of personal wireless devices for offenders. We provide a restricted operating system that thwarts unauthorized attempts to modify a device's internal settings and prohibits users from installing unapproved applications

Inmate Services

DOCUMENTS, REQUESTS, GRIEVANCES, COMMISSARY Paperless and customizable solutions save staff time, eliminate human error, and expedite processes.

VIDEO VISITS, PHONE CALLS, AND MESSAGING (including photo and video attachments) Communication options provide productive and innovative ways for inmates to stay connected with friends and family.

EDUCATIONAL CONTENT Educational videos, exercises, courses, and more help inmates transition into the next phase of their lives, secure employment, and break the cycle of reincarceration.

JOB & LIFE SKILLS The Learning Management System features content designed to help inmates prepare for work and relationships on the outside.

MULTIMEDIA CONTENT Games, music, movies, newsfeed, books, and more reduce stress and keep inmates engaged.

LAW LIBRARY Electronic law library provides access to research material while reducing inmate movement around the facility.

EBOOKS Tens of thousands of eBooks with titles covering fiction, religion, addiction, recovery, and more.

The Inspire Tablet Difference

AVAILABLE TO EVERY INMATE Inspire offers both free and premium content for inmates on flexible payment models.

DESIGNED FOR THE CORRECTIONS ENVIRONMENT Inspire tablets have a multi-layered security architecture that allows for inmates to access locked-down content without navigating to tablet settings or the Internet.

PROPRIETARY WIRELESS NETWORK At the heart of the Inspire tablet's network security is GTL Gatekeeper – a full featured security access control software.

ULTRA-SECURE, LOCKED-DOWN DEVICES Inspire uses a highly-secure, customized Android operating system that has been modified to permanently remove features that could present potential security risks. Inmates have no access to core device settings other than volume, rotation, and brightness control.

INDUCTIVE CHARGING Inspire tablets offer multiple unique charging methods, including wireless charging, to ensure that they are always ready for use.

AUTOMATES AND DIGITIZES FACILITY SYSTEMS Inspire tablets help facilities go paperless and automate costly processes such as grievances, requests, and commissary ordering.

Attachments:

1. Procurement Consolidated Score Sheet

Consolidated Evaluations						
Evaluation Criteria	Maximum Points	AMTEL	GTL	SECURUS	IC SOLUTIONS	EDOVO
RC-280-P-2020						
Project Name						
Inmate Telephone Services						
Company Profile	30					
Evaluator 1		30	25	30	28	27
Evaluator 2		27	25	26	26	22
Evaluator 3		29	25	30	28	30
		86	75	86	82	79
System Proposed	30					
Evaluator 1		28	30	30	28	27
Evaluator 2		25	27	27	25	27
Evaluator 3		29	30	30	28	20
		82	87	87	81	74
Support and Training	20					
Evaluator 1		20	20	20	20	20
Evaluator 2		15	18	12	18	16
Evaluator 3		20	20	20	20	20
		55	58	52	58	56
Commission	20					
Evaluator 1		10	20	13	15	5
Evaluator 2		10	20	13	15	5
Evaluator 3		10	20	13	15	5
		30	60	39	45	15
GRANDTOTAL	0	253	280	264	266	224



Agenda Briefing Addendum

Prepared by:	Ronaldo D. Myers	Title:	Director
Department:	Alvin S. Glenn Detention Center	Division:	
Date Prepared:	November 12, 2020	Meeting Date:	November 10, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:			
Agenda Item:	15a: Alvin S. Glenn Detention Center - Detainee Telephone Service		

COUNCIL INQUIRY #1:

Staff was asked to enumerate the percentage of the current contracted rate of \$.16 which is received as commission by the County with the current vendor

Reply:

See Attachment 1.

COUNCIL INQUIRY#2:

Staff was asked to enumerate/estimate the potential percentage on the proposed rate of \$.10 per minute which will be received as commission by the County with the proposed vendor

Reply:

See Attachment 1.

COUNCIL INQUIRY #3:

Staff was asked to enumerate the cost of fees associated with the service which are received directly by the vendor

Reply:

See Attachment 1. Despite staff attempts, the current vendor and the proposed vendor have not provided information relative to the cost of service and equipment provision.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Phone Revenue
2. FCC Consume Guidance: Telephone Service for Incarcerated Individuals

Contract Terms	Annual Average # of Calls	Annual Average # of Total Call Minutes	Cost Per Minute	Total	Commission Rate at 68.6%	Fees Directly to the Provider
Current	37,379	3,752,268	\$ 0.16	\$ 600,362.88	\$ 411,848.94	\$ 188,513.94

Contract Terms	Annual Average # of Calls	Annual Average # of Total Call Minutes	Cost Per Minute	Total	Commission Rate at 92%	Fees Directly to the Provider
Proposed	37,379	3,752,268	\$ 0.15	\$ 562,840.20	\$ 517,812.98	\$ 45,027.22
Alternative 1	37,379	3,752,268	\$ 0.10	\$ 375,226.80	\$ 345,208.66	\$ 30,018.14
Alternative 2	37,379	3,752,268	\$ 0.05	\$ 187,613.40	\$ 172,604.33	\$ 15,009.07

Estimate of Total Detainee Days Incarcerated at ASGDC for 2020 249,930
 (Average Daily Population (682) x 365 days)

Note: All fees must be included in the total contracted cost of the call excepted for the attached FCC sheet

Note: Presently, ASGDC does not have any information on the cost for at-home video visitation



Consumer Guide

Telephone Service for Incarcerated Individuals

As part of the FCC's efforts to ensure that rates for interstate and international phone calls are just and reasonable for all Americans, the agency is working to rein in the excessive rates and egregious fees on phone calls paid by some of society's most vulnerable people: families trying to stay in touch with loved ones serving time in jail or prison.

Telephone calling options for incarcerated individuals (also known as inmate telephone services and inmate calling services) are limited, as incarcerated persons typically cannot choose their calling provider. This lack of competition, combined with unrestricted rates, has often resulted in unreasonably high phone bills for incarcerated individuals and their families.

Rate caps for interstate calls from prisons and jails

FCC rate caps apply only to interstate long-distance calls, but not to in-state long distance, local, or international calls. The current interim, interstate rate caps are 21 cents a minute for debit/prepaid calls and 25 cents a minute for collect calls.

On August 7, 2020, the FCC proposed to lower the rate caps for interstate calls and to establish new rate caps for international calling (<https://docs.fcc.gov/public/attachments/FCC-20-111A1.pdf>). The interim rate caps will remain in effect while the Commission considers public comment and acts on its proposals.

Additional service charges

Providers are allowed to impose the additional service charges listed in the chart below in connection with interstate or international calling services for incarcerated individuals. As of November 23, 2020, consumers may have to pay higher or different additional service charges, if at the time the charges are imposed the calls to which they relate are clearly only in-state calls. (<https://docs.fcc.gov/public/attachments/FCC-20-111A1.pdf>).

Permitted Additional Service Charges	Monetary Cap Per Use / Instruction
Applicable taxes and regulatory fees	Provider may pass these charges through to consumers directly with no markup
Automated payment fees	\$3.00
Single-call fees (i.e., fees for collect calls billed through third parties on a call-by-call basis)	Provider may pass this charge through to consumers directly with no markup, plus the per-minute rate for the call
Live agent fee (i.e., phone payment or account set up with optional use of a live operator)	\$5.95
Paper bill/statement fees (no charge permitted for electronic bills/statements)	\$2.00
Prepaid account funding minimums and maximums	Prohibit prepaid account funding minimums and prohibit prepaid account funding maximums under \$50
Third-party financial transaction fees (e.g., MoneyGram, Western Union, credit card processing fees, and transfers from third party commissary accounts)	Provider may pass this charge through to end user directly, with no markup



Calls involving the use of TTY

In addition, the Commission has acted to protect incarcerated people with hearing or speech disabilities by limiting charges for calls in which incarcerated individuals or those they call use TTY (text telephones). Per-minute rates for TTY-to-TTY calls are capped at 25 percent of the rates providers charge for other calls involving incarcerated individuals and providers are not permitted to collect any charge or fee for TTY-to-voice or voice-to-TTY calls.

Other rules for interstate calling services for incarcerated individuals

No provider of calling services for incarcerated individuals may block a collect call solely because it lacks a prior billing relationship with the called party's telephone provider unless the provider also offers debit, pre-paid, or pre-paid collect calling options.

FCC rules require that, when an incarcerated person places a collect call, each service provider must identify itself to the person receiving the call before connecting the call. Each service provider must also disclose how the receiving party may obtain rate quotations before the call is connected.

Additionally, the service provider must permit the receiving party to terminate the telephone call at no charge before the call is connected.

Filing a complaint

If you feel you or a family member has been overcharged by a provider of calling services for incarcerated individuals, you can file a complaint with the FCC.

- File a complaint online at consumercomplaints.fcc.gov
- By phone: 1-888-CALL-FCC (1-888-225-5322); TTY: 1-888-TELL-FCC (1-888-835-5322); ASL 1-844-432-2275
- By mail (please include your name, address, contact information and as much detail about your complaint as possible):

Federal Communications Commission
Consumer and Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
45 L Street NE
Washington, DC 20554

Other resources

States may have their own rules governing in-state calling services for incarcerated individuals. To complain about violations of state rules, contact the state public utility commission in the state where the call took place. State public utility commission addresses may be found at [naruc.org/about-naruc/regulatory-commissions](https://www.naruc.org/about-naruc/regulatory-commissions) or in the government section of your local telephone directory.

Alternate formats

To request this article in an alternate format - braille, large print, Word or text document or audio - write or call us at the address or phone number above, or send an email to fcc504@fcc.gov.

Last Reviewed: 10/27/2020





Agenda Briefing Addendum

Prepared by:	Ronaldo Myers	Title:	Director
Department:	Alvin S. Glenn Detention Center	Division:	
Contributor:	Jennifer Wladischkin	Title:	Procurement Manager
Date Prepared:	April 13, 2021	Meeting Date:	April 06, 2021
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee:	Regular Session		
Agenda Item:	19a. Detainee Phone System		

COUNCIL INQUIRY #1:

Provide information regarding the current jail management system.

Reply:

The current JMS is supported by Richland County Information Technology (RCIT) and is incompatible with and/or supported by other software systems.

Costs associated with the current JMS is difficult to determine. RCIT staff were not able to provide an estimated cost relative to their support of the ASGDC JMS.

COUNCIL INQUIRY#2:

What are the deficiencies of the current jail management system (JMS)?

Reply:

A detention facility the size of ASGDC requires certain reporting functions to promote an efficient operation; however, these reporting features are essentially nonexistent in the current JMS. For example, the current JMS does not permit tracking of required data for bed and roommate assignment. Additionally, the current system does not allow query/retrieval of detainee and inmate demographic information for various governmental reporting and auditing requirements.

The current JMS requires ASGDC staff to manually enter data multiple times throughout a detainee’s intake, occupancy of, and release from the detention center. Staff incident reports are handwritten on stock reports. Once the reports have been forwarded through the chain of command for review, they are then entered into JMS by another staff member, creating an opportunity for reports to be misplaced or lost. Following entry into the current JMS, ASGDC staff cannot retrieve the incident report without support/assistance from IT staff. As a result, ASGDC must maintain the original, hard copy reports in the detainee’s file.

Detainee disciplinary reports and records are manually maintained in an excel spreadsheet separate from the detainee’s official record in the JMS, requiring staff time to track this information for classification purposes.

Though RCIT provides technical support for the current system, requested system upgrades have not been given priority and have been pending for several years. As such, the current JMS is prone to major failure requiring RCIT assistance.

Additionally, there is very little audit tracing available via the current JMS to determine who entered information as officers only enter their initials in the field.

COUNCIL INQUIRY#3:

What are the potential costs of the proposed jail management system (to include maintenance)?

Reply:

The cost of the proposed jail management system cannot be determined until the system is reviewed, receives input from the RCIT department, and we negotiate with a vendor.

Staff did not receive a reply from Greenville nor Charleston counties regarding their associated jail management system costs.

COUNCIL INQUIRY #4:

Provide more information regarding the technology grant as offered by the recommended contract awardee.

Reply:

Please see the attached email from the vendor (Attachment 1).

COUNCIL INQUIRY #5:

If revenue to support the jail management system is sent directly to the service provider via user fees, should the County bid out the jail management system (JMS)?

Reply:

The proposed JMS was included as part of the highest ranked offeror's submittal as an additional service solution that could be provided to the detention center. The highest ranked Offeror will be purchasing and paying for the JMS and, as such, a solicitation by the County is not required.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Email

From: [RONALDO MYERS](#)
To: [ASHIYA MYERS](#)
Subject: FW: GTL's Revised Offer
Date: Tuesday, April 13, 2021 8:39:51 AM
Attachments: [image001.png](#)
[image002.png](#)
[GTL Revised Price Proposal Richland SC ITS 2021.pdf](#)

This is the attachment GTL sent me.

Thank you

RONALDO D. MYERS, MA, CJM, CCT
Director
Richland County Government
Alvin S. Glenn Detention Center
myers.ronaldo@richlandcountysc.gov
P 803-576-3209 F 803-576-3292
201 John Mark Dial Drive
Columbia, SC 29209

richlandcountysc.gov

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From: Todd Dennison <Todd.Dennison@gtl.net>
Sent: Friday, April 9, 2021 2:21 PM
To: RONALDO MYERS <MYERS.RONALDO@richlandcountysc.gov>
Cc: SHANE KITCHEN <KITCHEN.SHANE@richlandcountysc.gov>; Nicole Stutts <nicole.stutts@gtl.net>
Subject: GTL's Revised Offer

Reynaldo

Per our conversation, I have enclosed a copy of the revised pricing that places commission dollars into Funding mechanism for your operations.

GTL can label the fund either a Technology or Operational Grant Fund:

We have a couple of options for your consideration.

One we can put in a guaranteed minimum commission dollar amount into the Tech/Grant fund of \$330,000. At the end of the year we can reconcile the difference. If a 70% commission rate would pay more than we pay the difference amount to the balance in the Tech Grant fund.

The second way is to just do a variable amount each month that equals a 70% commission dollar amount into the Tech/Operational Fund account and it builds each month as the sales revenue vary from month to month.

Either way , GTL will simply keep the Tech/Operations money in an escrow account, you can submit an invoice for whatever you wish to purchase and we pay the bill out the Tech Grant funds. You will receive a running balance spreadsheet after every purchase so you can see the remaining balance. Any unused amount in a calendar year will simply rollover the next year and be added to the new amount.

We can spell this out in the final contract so that your comfortable with the process.

Please let me know if you need anything else and if you would like us to start drafting a contract or use one from the County.

Regards

Todd Dennison

Regional Vice President

Business Development – SE Region



Office\Mobile 904-612-5956

Todd.Dennison@gtl.net | www.gtl.net | [Facebook](#) | [Twitter](#) | [Linkedin](#)



GTL Technical Support 877-856-3184 support@gtl.net

This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender. If you have received this transmission in error, please notify the sender immediately and delete the original message. Unless explicitly noted above, this e-mail should not, in any way, be considered evidence of the

sender's intent to be bound to any agreement

Your Single, Trusted Source for Integrated Solutions

RICHLAND COUNTY GOVERNMENT RC-280-P-2020 COST PROPOSAL for Inmate Telephone Services

Presented to:
Attention Kathy Coleman, Contract Specialist
Richland County Government
Office of Procurement and Contracting
220 Hampton Street, Suite 3064 (3rd Floor)
Columbia, SC 29204-1002
(803) 573-2130

Presented by:
Nicole Stutts
Account Executive
Telephone: 678-472-1078
Email: nicole.stutts@gtl.net



The Corrections Innovation Leader

1. | Revised Price Proposal

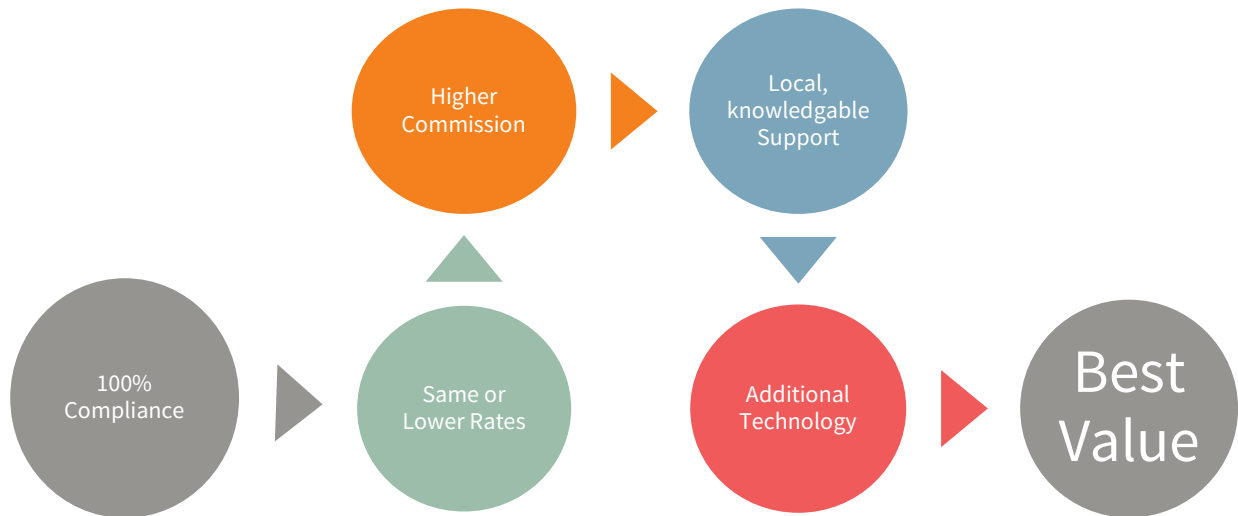
Richland County, South Carolina



The Corrections Innovation Leader

GTL Price Proposal

GTL is proud to submit an offer that will meet and exceed Richland County's requirements and provide the **best value** while supporting your primary goal to provide the of public safety and security, the development of alternatives to incarceration.



When Richland County selects GTL, you have an **accountable** partner with local experience that honors their commitments to provide solutions that strengthen inmate communications with the **Community** while ensuring the safety and security of staff, inmates and the public. Richland County will receive the required service with minimal pain of change.

Offer and Rates Summary

We understand the importance of decreasing rates, increasing investigative and operational efficiency technology, and increasing communications to reduce recidivism. As you will see in our proposal, we not only meet the needs and goals of Richland County but exceeds those requirements.

Connecting inmates to their friends and loved ones is an essential service with benefits for all involved. From secure telephones to correctional grade tablets, GTL is the trusted leader in helping correctional facilities leverage technology to enable connection without compromising control.

Inmate phones have been the core of GTL's business for more than 30 years. Our ITS is a fully integrated solution designed by our customers, for our customers. We develop and add features as they become available, so your technology stays up-to date.

Our ITS is the most feature-rich solution in the industry, with more than 700 purpose-built elements to save you time and effort managing the system. Our ITS is fully configurable, so you may deploy features today, or roll them in out at a future date. GTL will provide advanced investigative tools to Richland County.

Over 1,000 facilities utilize our ITS investigative features. Investigators found they resolve more than double the number of cases vs. without our products by finding the most appropriate calls to investigate. This reduces the amount of calls they have to listen to by 65%. Satisfaction rate for customer using the products is 9 out of 10.

The offering includes tablets **at no cost to Richland County, the inmate, or friends and family.**

Investing in education has been proven to keep inmates out of prison and help them secure a future that benefits everyone. Data consistently shows that education drastically reduces the likelihood that an inmate will reoffend and return to jail. For example, when inmates receive vocational training, the recidivism rate drops to approximately 30%. The recidivism rate drops to 13.7% with an associate degree and to 5.6% with a bachelor’s degree. Once an inmate receives a master’s degree, the recidivism rate is so low that it is statistically insignificant.




These tablets can be utilized to meet the educational needs of the County and can also perform the same functions as the video kiosks, including calling capabilities. With our tablet solution, inmates will only be charged for messaging and calling (calling will be at the same rates as regular phone calls). GTL also proposes premium content at a low per minute basis, eliminating refund requests for unused time due to release or disciplinary privilege revocation. Applications such as PDF Documents, Inmate Requests, Grievances, and PREA/Crime TIPS are provided at no charge.

In addition, as we believe in being a true partner to Richland County, the **video visitation offer** provides low remote visitation rates plus time saving visitation scheduling to assist in ALL visitations including face-to-face visits.

Below is a summary of the offer being proposed to Richland County. The summary will provide Richland County a view of the additional value economic impact and budget saving solution that GTL is committing to deliver. Our offer includes a lower rate and annual variable technology grant of \$333,000 plus a commission offer for any revenue over the technology grant.

		Offer
»	GTL ITS Call Rates	
	- Local	\$0.10
	- IntraLata	\$0.10
	- InterLata	\$0.10
	- Interstate	\$0.10
»	GTL Visitation Rates	
	- Lobby Visitation	\$0.00
	- 10-Minute Remote Visitation	\$2.50
	- 25-Minute Remote Visitation	\$6.25

Offer	
»	GTL Tablet/Kiosk Rates (Non-Visitation)
- Inmate Calling via Tablet Per Minute	Same rates as phone calling
- PDF Documents (Inmate handbooks, announcements, etc.)	\$0.00
- Automated Inmate Requests	\$0.00
- Automated Inmate Grievances	\$0.00
- PREA/Crime TIPS	\$0.00
- Law Library	\$0.00
- Inmate Education Programs <ul style="list-style-type: none"> - Learning Management System - ACCI – Cognitive Lifeskills - CRI – Corrections Rehabilitation Institute - Skillsoft – Lifeskills - GED Preps 	\$0.00
- GTL eBooks	\$0.00
- GTL Works – Career Search	\$0.00
- Commissary Ordering	\$0.00
- Inmate Messaging - Per Minute	\$0.05/min
- Movies/Video on Demand (access only)	\$0.05/min
- Audio books (access only)	\$0.05/min
- Podcast (access only)	\$0.05/min
- Music Videos (access only)	\$0.05/min
- Streaming Music (access only)	\$0.05/min
- Games (access only)	\$0.05/min
- Friends & Family Messaging – Per Message	\$0.25

Offer	
»	GTL Commission Offer
- ITS Commission on all traffic	70% Above Variable Technology Grant
- Video Visitation Commission	25% Above Variable Technology Grant
- Tablet Content Commission	25% Above Variable Technology Grant
- Annual Variable Technology Fund	\$333,000
Communications Solutions 	
»	Inmate Phone Service (ITS)
- Secure Private Network – 99.9% Up-time	Included
- Secure System Access	Included
- Web-Based Anytime, Anywhere Access for Properly Authorized Users	Included
- Comprehensive, Easy-to-use Administrative Tools	Included
- Redundancy of all Critical Operational Components	Included
- Integrated Prisoner Personal Identification Number (PIN) System	Included
- Advanced Reporting	Included
- Universal Number List	Included
- 3-way Call Detection & Prevention	included
- Call Monitoring & Recording	Included
- Privileged Calls (non-monitored)	Included
- Installation & Maintenance	Included
- Extensive Initial & Ongoing Training	Included
»	Video Relay Services & ADA Compliance
	Included

Investigative and Intelligence Solutions

» Voice IQ - Initial Voice Biometrics Stops PIN sharing	Included
» Call IQ Keyword Search/Word Recognition application. Includes Transcription Capabilities	Included
» Unlimited Reverse Number Lookup (BNA)	Included
» Phone IQ – Phone Type Identification	Included

Inmate Services

» Visitation Scheduling Software	Included
» Video Visitation	Included
» Tablets – Wireless Communication Device	Included
- Inmate Calling via Tablet	Included
- Secure Messaging	Included
- PDF Documents (Inmate handbooks, announcements, etc.)	Included
- Automated Inmate Requests	Included
- Automated Inmate Grievances	Included
- PREA/Crime TIPS	Included
- Law Library	Included
- Inmate Education Programs <ul style="list-style-type: none"> - Learning Management System - ACCI – Cognitive Lifeskills - CRI – Corrections Rehabilitation Institute - Skillsoft – Lifeskills - GED Preps 	Included
- Commissary Ordering	Included
- Movies/Video on Demand	Included
- Audio books	Included
- Podcast	Included
- Music Videos	Included

Offer	
- Streaming Music	Included
- Games	Included

Taxes and Other Fees

Federal, state and local taxes apply to all telecommunications services. Taxes on collect calls are assessed by the local exchange carrier or billing agent that bills the call recipient for the collect call. Taxes on prepaid calls such as, PIN Debit or Prepaid Cards, are assessed and collected by GTL and remitted to the taxing authority. Tax calculations are based upon the mandated tax rate in effect at the time of call and vary by call origination and destination. Tax collections are rendered to the appropriate taxing entity and are never retained in whole or in part by GTL. All other charges and fees associated with inmate calls are disclosed below.

Fee	
Transaction Fees	
Certified check mailed to GTL	\$0.00
Money Order mailed to GTL	\$0.00
IVR/Web	\$3.00
Live Operator	\$5.95
Single Bill Payment Statement Fee	\$2.00
AdvancePay One Call	\$3.00
Third Party Financial Transaction Fees ¹	Exact Fee Charged by Third Party (varies by third party)
Federal and State Fees	
Federal Universal Service Fund (FUSF) ²	Per FCC
State Universal Service Fund (SUSF) ³	Per SUSF

¹ Charged by third parties including, but not limited to, MoneyGram, Western Union, credit card processing, and transfers from commissary accounts. Fees do not include any markup by GTL. Third party financial transaction fees may be in addition to other fees as applicable to the transaction choice.

² Federal Universal Service Fund percentages change as prescribed by the FCC. GTL passes-through FUSF fees based on the prescribed percentage of interstate calling. The fee is applied to each interstate call made by the Customer and remits the amount to the applicable government agency.

³ State Universal Service Fund percentages change as prescribed by each state authority. GTL passes-through SUSF fees based on the prescribed percentage and intrastate calling. The is applied to each intrastate call made by the Customer and remits the amount to the applicable government agency.



Agenda Briefing

Prepared by:	Naida Rutherford		Title:	Coroner	
Department:	Coroner's Office	Division:			
Date Prepared:	April 15, 2021	Meeting Date:	April 20, 2021		
Legal Review	Elizabeth McLean via email		Date:	April 15, 2021	
Budget Review	James Hayes via email		Date:	April 15, 2021	
Finance Review	Stacey Hamm via email		Date:	April 15, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Subject:	Emergency Funding for FY21 for the Coroner's Office				

STAFF'S RECOMMENDED ACTION:

The Coroner recommends Council approval to provide emergency funding to the Coroner's Office for Fiscal Year 2021.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These are the accounts where we need additional funds to cover necessary expenses through the end of the fiscal year:

522600 – Service Contracts \$96,000.00 - Body Transport Services

523700 – Radio and Communications \$40,000.00 - 6 replacement vehicles need to be equipped with radios on updated frequency

525500 – Postmortem Pathology – Each of our purchase orders will be short the following:

B2100274 – Professional Pathology Services **\$155,000.00** (Autopsy Services, charged per case)

B2100284 – National Medical Services **\$14,000.00** (Toxicology Lab, charged per case)

B2100855 – Prisma Health Midlands **\$5,000.00** (Morgue Rental and Supplies, charged per case)

527700 – Special Contracts \$2,000.00 – Dunbar Funeral Home (Cremation Service)

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Our current budget crisis leaves us at risk for revocation of morgue privileges at Prisma Health, and since the county does not have its own morgue, we are dependent on the morgue at Prisma Health. Autopsies must be performed by forensic pathologists; however, we do not have the money to pay them to continue this service. We must analyze blood and body fluids through toxicology; however, we do not have the money to pay for these services. We must transport bodies from homes and crime scenes, and there is no money to pay the vendor for this vital service.

The death investigations performed by our office are unable to be performed without the help of certain vendors and facilities. We have reprogrammed dollars to these vital areas, negotiated better terms with new vendors and attempted to negotiate a rent free agreement with Prisma to save the county money. Our efforts have allowed us to sustain through now, but we will not survive the remainder of this fiscal year. Our office has seen a 30% increase in deaths this year, some related to COVID-19, but mostly just an increase overall. For example, in March 2020, there were 1037 deaths; in March 2021, the death toll was 1342. We are doing more with much less, and we are not able to sustain any longer.

Body transport from scenes, body storage, autopsies, toxicology analysis, and use of a third party morgue are vital to the functions and duties of the Coroner’s office. We have outstanding invoices that we cannot pay for these necessary services. Unfortunately, we cannot save autopsies for later or process crimes slower or leave bodies at scenes. We do not have the option of waiting, so this is an emergent need. We cannot expect our vendors who perform these services daily to wait on payment. The vendors are unwilling to wait any longer and have expressed to the Coroner’s office that we are in jeopardy of losing their services if we cannot remit payment in a timely manner. We have included the correspondence from the vendors in the appendices for your review.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Per the Office of Budget and Grants Management, funds to cover these expenses may be available in the General Fund; however, a definitive answer will be available following an update after payroll. As a contingency, the County Administrator is requesting approval to use funds from the General Fund fund balance.

ATTACHMENTS:

1. Letter from Professional Pathology Services
2. Current Agreement with Prisma Health (Morgue)
3. Summary Budget Request
4. Department Budget Break-Down with Remaining balance and/deficit



One Science Court, Suite 200
Columbia SC 29203
(803) 252-1913

April 15, 2021

Nadia Rutherford
Richland County Coroner
PO Box 192
Columbia, SC 29202

Dear Coroner Rutherford,

Professional Pathology Services is an essential resource to the citizens of Richland County by performing forensic autopsies in a efficient manner, determining cause of death, and testifying as expert witnesses in homicide trials. We will not be able to continue providing these services without being paid in a timely manner as we have obligations, such as payroll, that have to met. The average monthly bill for autopsy services is approximately \$80,000, due to the rising population of Richland County and increased need for autopsy services.

Please feel free to contact us if you have further quesitons.

A handwritten signature in blue ink, appearing to read 'Vickie M. Cox', is written in a cursive style.

Vickie M. Cox, CPA
Chief Operating Officer



Richland Administration

August 10, 2020

Coroner Gary Watts
Richland County Coroner's Office
6300 Shakespeare Road
Columbia, SC 29223

RE: Autopsy Activities at Richland Memorial Hospital Morgue

Dear Coroner Watts:

This Letter of Understanding (this "Letter") is intended to set forth the mutual agreement and understanding of Prisma Health-Midlands (f/k/a Palmetto Health) ("Prisma") and the Richland County Coroner's Office ("Coroner's Office") related to the performance of Richland County-initiated autopsies conducted at Richland Memorial Hospital in Columbia.

As discussed, Prisma agrees to maintain its long-standing practice of making the morgue at Richland Memorial Hospital available to the Coroner's Office at no charge, inclusive of routine utilities, janitorial service and access to routine, Prisma-owned morgue equipment. Forensic pathologists engaged by the Coroner's Office will maintain access to the morgue to perform both complete and partial autopsies.

It is my understanding that the diener, historically employed by Prisma, transitioned to the employment of the forensic pathology group (PPS) on or around April 1, 2020. This individual will also maintain access to the morgue to assist with autopsies. The engagement and retention of other personnel and services, including, but not limited to, transcription services, will be the responsibility of the Coroner's Office. Forensic pathologists, and accompanying support personnel, shall adhere to any applicable policies and procedures related to the access of secure areas within Richland Memorial Hospital.

The parties acknowledge that Prisma incurs expense associated with support efforts around the performance of autopsies – primarily, the episodic use of Prisma's radiology and laboratory services and staff. To offset such expense, the Coroner's Office agrees to compensate Prisma at a rate of One Hundred and 00/100ths Dollars (\$100.00) per autopsy case (whether full or partial autopsy).

Prisma Health–Midlands
3 Medical Park Drive, Suite 200
Columbia, SC 29203

P. 803-434-3750

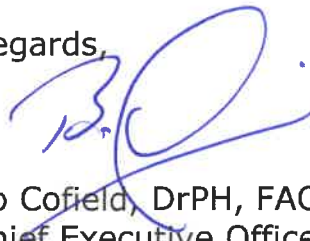
PrismaHealth.org

In addition to the per case rate contemplated above, Prisma will support the Coroner's Office by ordering and stocking routine supplies as requested by the Coroner's Office. The costs of such routine supplies will be invoiced to the Coroner's Office at Prisma's then current cost - without markup. A monthly invoice will be provided, in writing, to the Coroner's Office reflecting the number of autopsy cases performed in the prior month and an inventory of routine supplies (and associated costs) ordered and stocked to support autopsy cases - with such invoice being due and payable to Prisma within thirty (30) days of receipt.

The anticipated, initial term of this engagement shall be for a period of one (1) year beginning **July 1, 2020** and continuing through **June 30, 2021** (the "Initial Term"). At the end of the Initial Term of this engagement or any renewal terms thereof, this engagement shall automatically renew for successive one (1) year terms unless and until terminated upon one hundred eighty (180) days' prior written notice to the other party.

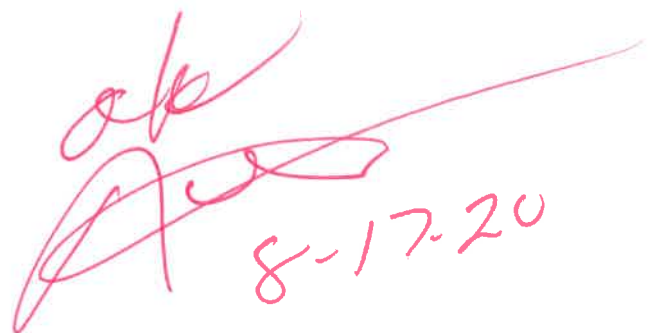
Thank you for your many years of partnership, and we look forward to supporting you and your dedicated team as you continue to serve the citizens of Richland County.

Regards,



Bo Cofield, DrPH, FACHE
Chief Executive Officer
Prisma Health Richland Hospital

cc: Anne Vandersteenhoven, MD



CATHY RAWLS

From: CATHY RAWLS
Sent: Monday, August 24, 2020 1:07 PM
To: LARRY SMITH
Cc: GARY WATTS
Subject: Letter of Agreement/Understanding with Richland Memorial Hospital
Attachments: SKM_C45820082412422.pdf

Hi Larry,

Coroner Watts asked that I send the attached letter for you to look over and make sure everything looked good from the legal standpoint. Please let him know if anything needs to be added/deleted or changed.

Thanks so much.

Cathy

Cathy Z. Rawls, D-ABMDI
Chief Deputy Coroner
Richland County Coroner's Office
P. O. Box 192
Columbia, SC 29202
803-576-1799

-----Original Message-----

From: scan@rcgov.us <scan@rcgov.us>
Sent: Monday, August 24, 2020 12:42 PM
To: CATHY RAWLS <RAWLS.CATHY@richlandcountysc.gov>
Subject: Message from KM_C458

Scanned from a Pollock Company Device.

Emergency Budget Request FY21

After reviewing our current budget balances and forecasting the expenses for the remainder of the fiscal year, we have concluded that the Coroner's Office will be at a **\$312,000.00** deficits for the remainder of the year. We have reconciled all the accounts and found where we can relocate funds by budget transfer to the critical accounts we can transfer **\$9,298.70** and that brings our total deficit to **\$302,701.30**.

These are the accounts where we need additional funds to cover necessary expenses through the end of the fiscal year:

522600 – Service Contracts \$96,000.00 – This is the account we pay our body transport company from. To date we do not have enough in the PO to cover the March invoice and nothing for the remainder of the year. This service is essential for our department; this vendor is used to transport decedents from the scene to the morgue.

523700 – Radio and Communication \$40,000.00 – We have 6 replacement vehicles assigned to our department with an estimated arrival time of May 2021. These vehicles need to be equipped with radios, so our deputy Coroner's can use them to investigate deaths.

525500 – Postmortem Pathology – Each of our purchase orders will be short the following:

B2100274 – Professional Pathology Services **\$155,000.00** (Autopsy Services, charged per case)

B2100284 – National Medical Services **\$14,000.00** (Toxicology Lab, charged per case)

B2100855 – Prisma Health Midlands **\$5,000.00** (Morgue Rental and Supplies, charged per case)

527700 – Special Contracts \$2,000.00 – Dunbar Funeral Home (Cremation Service)

Account Code	Description/Vendor	PO Number	Started With	Transferred	Revised Amount	Available	Need for Remaining of Year
5210	Office Supplies		\$ 22,959.00	\$ 12,500.00	\$ 35,459.00	\$ 4,242.83	
	Le Bleu	B2100262	\$ 1,300.00			\$ 658.65	
5212	Books & Publications		\$ 3,000.00	\$ (3,000.00)	\$ -	\$ -	
5213	Copy Machines		\$ 3,986.00	\$ 1,000.00	\$ 4,986.00	\$ 42.25	
	Pollock	B2100340	\$ 3,986.00	\$ 1,000.00		\$ 1,448.64	
5214	Memberships Dues		\$ 3,483.00	\$ (1,000.00)	\$ 2,483.00	\$ 2,358.00	Memberships Dues have not been completed
5215	Travel		\$ 857.00		\$ 857.00	\$ 857.00	\$ 857.00
5216	Oil & Lubricants		\$ 65,000.00		\$ 65,000.00	\$ -	
	Fuelman	B2100137	\$ 52,000.00			\$ 32,385.79	
5217	Repairs - Vehicle		\$ 47,702.00	\$ 29,915.00	\$ 77,617.00	\$ 17,707.41	
	Vehicle Repair Alloc		Monthly Average	\$ 5,036.97	\$ 59,910.29	\$ 7,477.44	\$ (7,477.44)
5219	Auto - NonContract		\$ 15,315.00	\$ -	\$ -	\$ 7,225.00	
			Monthly Average	\$ 514.43	\$ 3,104.58	\$ 4,120.42	
5226	Service Contracts		\$ 123,923.00	\$ 34,000.00	\$ 157,923.00	\$ -	
	Med Comm	B2100285	\$ 10,000.00	\$ 3,923.00	\$ 13,923.00	\$ 3,360.60	
	T&L Transport	B2100662	\$ 110,000.00	\$ 34,000.00	\$ 144,000.00	\$ 1,049.00	\$ (120,666.40)
5227	Repairs - Equipment		\$ 1,500.00	\$ (1,500.00)	\$ -	\$ -	
5237	Radio Communications		\$ 101,002.00	\$ (15,298.94)	\$ 85,703.06	\$ -	Need \$40,000 to install radios in new vehicles
	Motorola	B2100086	\$ 33,500.00	\$ 8,203.06	\$ 41,703.06	\$ 21,667.85	

Account Code	Description/Vendor	PO Number	Started With	Transferred	Revised Amount	Available	Need for Remaining of Year	
5238	Fingerprint Photo		\$ 1,524.00	\$ -	\$ -	\$ 1,524.00		
5241	Uniforms & Equip		\$ 8,346.00	\$ 21,380.00	\$ 29,726.00	\$ 5,523.75		
	Adsteet		\$ 10,000.00			\$ 7,402.38		
	Dana Safety		\$ 6,000.00			\$ 1,299.80		
5249	Medical Supplies		\$ 5,616.00	\$ 6,000.00	\$ 11,616.00	\$ 5,444.22		
5255	Post Mortem Path		\$ 946,125.00	\$ (136,658.00)	\$ 809,467.00	\$ -		
	Professional Path	B2100274	\$ 700,000.00			\$ 119,900.00	\$ (196,208.00)	
	NMS	B2100284	\$ 25,000.00			\$ 6,256.00	\$ (16,937.00)	
	Prisma	B2100855	\$ 54,000.00	\$ 30,000.00	\$ 84,000.00	\$ 55,023.49	\$ -	
5262	Cell Phones		\$ 28,600.00	\$ -	\$ -	\$ -		
115 of 115	Verizon	B2100348	\$ 28,600.00	\$ 10,000.00		\$ 13,872.49	\$ (13,727.51)	
5264	Employee Training		\$ 9,328.00	\$ (3,000.00)		\$ 5,928.00		
5265	Professional Svcs		\$ 6,000.00	\$ 40,750.00	\$ 46,750.00	\$ 3,326.63		
	LexisNexis	B2100291	\$ 2,000.00			\$ 1,156.79		
5268	Animal Care		\$ 4,098.00			\$ 3,845.99		
5272	Special Contracts		\$ 18,171.00	\$ 55,000.00	\$ 73,171.00	\$ 2,997.48		
	Statewide Security	B2100172	\$ 9,600.00	\$ 30,000.00	\$ 39,600.00	\$ 16,774.90		
	Dunbar Funeral	B2100268	\$ 5,000.00	\$ 7,750.00	\$ 12,750.00	\$ 1,250.00	\$ (3,750.00)	
5471	Program Maint		\$ 8,343.00			\$ -		
			Funds Needed to Complete Fiscal Year 20/21					\$ (357,909.35)