



Richland County Council

SPECIAL CALLED MEETING
May 24, 2018 – 5:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Seth Rose (via telephone), Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Yvonne McBride, Dalhi Myers

OTHERS PRESENT: Michelle Onley, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Beverly Harris, Larry Smith, John Thompson, Nathaniel Miller, Michael Niermeier, Tim Nielsen, and Tracy Hegler

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

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. C. Jackson inquired since Mr. Rose is on the phone if he will be giving a voice vote on each item.

Ms. Dickerson responded in the affirmative.

3. **ITEMS FOR ACTION:**
 - a. **Richland Renaissance** – Dr. Yudice stated, during the Council Retreat, Council was provided the outline of the financial plan for the Richland Renaissance. The pro forma included the total revenues and expenses for a total of \$144,287,000. The projected revenue cash on hand totaled \$17 million. The debt was \$127,000,287. The debt included bond anticipation notes for 5 years, which would be rolled over year after year until the completion of the project. The plan was to install revenue purchase bonds instead of General Obligation bonds. The budget for the Columbia Place Mall is \$20,700,000; the Judicial Center approximately \$104 million; the Lower Richland Center is \$8.8 million; and the Start Center is \$11 million.

Mr. Madden distributed a booklet regarding the Richland Renaissance to the Council members.

Mr. Malinowski inquired, for clarification, if the figures include the land purchases.

Dr. Yudice responded in the affirmative.

Mr. Pearce stated, for clarification, that he does not think that is correct because the renovations to the Columbia Place Mall was \$20.7 million. The purchase of the mall was separate from that. If you

deduct the cost of the mall from the \$20.7 that would only leave you approximately \$14 million to renovate the mall

Dr. Yudice stated we have that included in the total revenues. This is just what the County is putting as seed money. For example, the Lower Richland Center and Start Center that is what the County is putting as seed money to attract investment.

In the 2nd quarter, because of the purchase of the properties, the cash on hand is almost depleted. In the 3rd quarter, the County started to utilize the BAN to start the renovations at the Columbia Place Mall and to design the Judicial Center. On pp. 5-6 of the booklet, the total of the surplus County-owned properties available to be sold was provided. The proceeds from the sale of these properties would be utilized to fund the Richland Renaissance. However, the list will need to be updated because they went through the list and identified properties that cannot be sold because they have a pond, retention pond, etc. on them.

Mr. Malinowski stated, for clarification, the document states all the owned properties total market value is this much and Dr. Yudice is saying there are certain properties the County cannot divest themselves of. What is the total amount that we have that we can divest ourselves of?

Mr. Madden stated he believes it is approximately \$50 - 60 million. He stated there are a number of properties the County cannot sell because we are maintaining a detention pond, there is an easement, or properties that are currently being used. The original list was provided in January. Since then staff has honed in on more accurate numbers.

Mr. Pearce stated the document states the "total assessment value of properties". He inquired if we have begun to get the total appraised value of properties.

Mr. Madden stated the February motion, Mr. Pearce made regarding the disposition of the properties, requested the Administrator to secure the services of realtors to obtain the appraised values of the properties. Staff has not begun that process. The intent is to bring the list before the Renaissance Ad Hoc Committee to make sure the committee is okay with the process staff is using to select a realtor and then make a recommendation to Council. He stated staff did not think it would be prudent to proceed considering some of the past things that have happened with the Administrator without letting Council see the process they are using.

Mr. Pearce stated if we take the \$176 million and deduct \$50 million, we will have \$126 million.

Mr. Madden stated it is the other way around. There are \$50 – 60 million worth of assessed property available for sale. For example, the library property that recently sold. It was assessed at \$400,000, but sold for \$900,000. There is a chance the assessed value will be more once the properties are on the market.

Mr. N. Jackson stated he is confused. He inquired as to what the meeting was about. He thought it was about some property the Council was supposed to be purchasing. The property is a part of the Renaissance, but he is confused as to what is being discussed.

Ms. Dickerson stated the reason for the meeting was because we received a call that the closing date for the Colonial Village property was not extended. We have to make a decision on the property before May 30. She requested staff to give Council a total breakdown of all of the funding and how this is to go about. Whether we want to proceed with the Renaissance or we do not want

to proceed. The Colonial Village is a part of the Renaissance and if we are not going to go with the property, then that will alter the Renaissance.

Mr. N. Jackson stated he wanted to be clear because we went through this and it is like the whole Renaissance Plan. He thought the decision was whether we were going to purchase this property or not. He stated he does not think this has anything to do with the purchase of the property.

Ms. Dickerson stated she requested Dr. Yudice to present all of the projects since there were questions that were brought to her about it.

Mr. Pearce stated he believes there are 2 different issues. He does not think the purchase of this land, whether it passed or failed, would have a substantive impact on the entire Renaissance Plan. He stated apparently Ms. Dickerson is connecting if the purchase of the property does not pass it will be the end of the Renaissance Program.

Ms. Dickerson stated she did not say that. She is providing Council with the information and the dollars amounts and it is up to Council to decide.

Ms. Myers inquired if she understood Mr. Smith correctly that because we entered into a contract to purchase this land and committed to do that, that the County would lose approximately \$60,000, with no recourse, if we were to renege on the contract.

Mr. Smith stated if the County defaulted on this contract and did not go through with the closing, as contemplated on the 30th, we would lose our \$20,000 earnest money.

Ms. Myers inquired if she did not also see where the County could be sued for an additional \$37,000.

Dr. Yudice stated she believed it is the legal expenses the seller has incurred, which is approximately \$37,000.

Mr. Manning stated he would like to hear from the attorney. He inquired if Mr. Smith was aware of the additional legal fees or what they would be.

Mr. Smith stated it appears there is a provision in the contract for liquidated damages. Those liquidated damages would be the amount of legal fees they expended as a result of this property. There is \$20,000 that the County has paid in earnest for them to hold this property for us, contemplating the purchase of the property. The provision will allow them to seek liquidated damages, and that would be the portion of the fees incurred, as it relates to this particular transaction.

Mr. Manning inquired as to who entered into the contract.

Mr. Smith stated the County entered into the contract and there is a provision in the contract that relates to liquidated damages.

Mr. Manning stated he does not recall seeing a copy of the contract for review. He then inquired in Mr. Smith has seen the itemized accounting to come up with the \$37,000.

Mr. Smith stated he had not. He was just given the information by Mr. Madden. He does not know if they will go through with that, but he is being told there is a provision that allows for that.

Mr. Madden stated there are legal fees Colonial Life could seek payment for from the County for preparing the closing. There is a provision in the contract that allows them to possibly seek that. From the information they have seen, they are conservatively looking at \$37,000.

Mr. Livingston stated he would like a copy of the date and time when the contract was approved.

Dr. Yudice stated that was following Council's motion in December 2017 to go ahead and do the land acquisition for Richland Renaissance. Since that property is a part of the Start Center that is why the County entered into that contract.

Mr. Livingston stated his question is, was there a contract in the packet that Council looked at and approved.

Mr. Madden stated he does not know if the contract was brought to Council. Following the December meeting, when Council approved moving forward with the Renaissance, just proceeded that way.

Ms. Kennedy stated her question was going to be if this was something else Council was approving without getting all of the information. She stated this seems to be coming up quite frequently.

Mr. N. Jackson stated he will have to clarify again because he had to clarify his motion. It was to move forward on these things, in concept. Anything or any additional property we should have known about it before a contract was entered into. We have a Legal Department and Legal did not know anything about the contract. Legal said it was \$20,000, but they did not know about the additional \$37,000. Staff had to tell them there was a part in the contract where there are additional fees. He stated he is concerned. He inquired if Legal went through all of these contracts.

Mr. Smith stated he did not personally go through this contract. Brad Farrar, in his office, did. Brad was the person that actually went through the contract. Mr. Farrar sent out the information regarding this particular portion of it. He does not want Council to think that Legal did not see the contract. It is just that he did not personally see it.

Mr. N. Jackson stated that was the impression he got. That is why he came back and asked the question. If Mr. Smith had said the Legal Department looked at it, but he did not see it himself, then he would have understood better.

Mr. Smith stated, he thinks, the question from Mr. Manning was, did he know about it. And the answer to the question, was no he did not.

Mr. N. Jackson stated the Assistant Administrator said the motion that was passed was to purchase the property for the Renaissance Plan. His motion was, by concept. It was not a blank check to go and purchase property anywhere you choose because we passed the Renaissance Plan. That is where he is coming from and why we are in the situation now and having this discussion because he did not know about it. He was told the COG recommended. The COG did not know anything about it either.

Ms. McBride inquired if the language in this contract is general language that we have regarding the earnest money and other costs.

Mr. Smith responded in the affirmative.

Ms. McBride stated we have entered into contracts before and we have decided against them. Have we entered into contract and lost the earnest money?

Mr. Smith stated there may have been a situation where we did not go through with a particular transaction, but none comes to his mind, at this point.

Ms. McBride inquired if we have ever had a contract wherein the seller refused to extend the time or we have never had to negotiate that time.

Mr. Smith stated he does not recall whether or not we have ever had that situation. In some contracts, the seller will allow you an extension, with some additional money paid for the extension. In this particular case, he does not think, there was a provision that gave us an option of paying some additional amount to get an extension.

Mr. Pearce stated, for clarification, we have done that before on Hospitality Tax projects. We asked for options to be extended and paid additional monies.

Mr. C. Jackson stated the question before us is whether or not we are going to give staff permission to move forward with the May 30th deadline to purchase the Start Center. It is being filled with smoke regarding how we feel about the Richland Renaissance Plan. What we knew and did not know. What we read, or should of read, and did not read. What email we saw and did not see. The document we were handed tonight. This is the 2nd time he has received this document. They gave it to all of us in January, 5 months ago. In the document, it talks specifics, not concepts. It talks specifically with dollar amount, not conceptual. We got this document. We should have reviewed this document. Discussed it at the Retreat. Again, not conceptually, but specifically in terms of site, location, costs. Some of us even had questions about whether the costs that were being projected were legitimate. We debated those costs. Some talked about the costs we would incur because we would be going in and renovating buildings and we did not know what the hidden costs would be. Now tonight, we are sitting here talking as if we have not heard about any of this before and it has all been conceptual for the last 5 months. If we did not review the document, we should have reviewed it. We did not review contracts when they bought the buildings out in Columbia Place Mall. He does not remember those contracts coming before this body. Now tonight, all of a sudden, we want to review this contract before we can move forward. Knowing there is not another Council meeting before May 30th. If we cannot review it, we cannot approve it. Then the project falls by the wayside (i.e. another attempt to destroy, discredit, and cancel Richland Renaissance) and that is disturbing to him.

Ms. Dickerson stated when we talked about the \$144,287,000 that Start Center was in there. The whole thing was inclusive. Nowhere in the documents we received was that amount ever subtracted from the \$144 million. It has been there since day one, and it is still there today. The only reason she had Dr. Yudice to prepare this document was to show that those numbers were there from the beginning until today.

Mr. N. Jackson stated, in the Retreat, we looked at all these numbers and he discussed it was conceptual. This document has nothing to do with conceptual. His motion was conceptual. He said we could move forward with the plan, but it is conceptual because there were a lot of things that did not make sense to him. He even made a separate motion to clarify his motion. To say someone is trying to destroy the plan, he does not know who that is. He just wants things to be clear and the public know and be transparent about what we are doing. Everything he is doing is for transparency. He is making sure we spend the public's money the right way and there is no waste or project done without a feasibility study. So, the insinuation that someone is trying to destroy the plan, he does

not know who that is. He stated it is on record where he repeated his motion, and the Clerk made a copy of the motion he made. He resents anyone saying that someone is trying to destroy the plan by simply asking questions.

Mr. C. Jackson stated, with all due respect, Mr. N. Jackson if that was not your point, then he was not talking about him, but there are people sitting in this room who, in fact, have voted to not support the Richland Renaissance Plan.

Mr. Livingston stated he did not want to get into this, but he wanted to clearly state his position on the Renaissance Plan. It has not changed. He made a motion, tried to clarify my position at that given time that failed on a 5-6 vote. For someone to assume that he is here to discredit the plan, when 6 members vote a plan, he is willing to do whatever he can do to support the plan. At the same time, he would do it in a responsible way. What we are here for tonight is whether or not we want to proceed to purchase the property. Now remember, his position was he thought we were trying to do too much at one time. His position was to move forward with the mall concept first. He made it very clear that he was not convinced on us having done the due diligence necessary when it comes to a couple components of the Renaissance Plan, and that is still his position.

Mr. Livingston moved, seconded by Mr. Manning, if they do not give us an extension, we do not purchase the property.

Ms. Myers stated, even if you decide later you do not want to do this project, it is a flagrant waste of taxpayer money to give away \$60,000, when we could go forward with a contract. We could decide to sell it later, but giving away that kind of money, she does not know how logical that is. To say that we signed the contract. We do not want to honor the contract, at this point; therefore, the County taxpayers lose \$60,000. She thinks that is flagrantly irresponsible.

Mr. Livingston stated the County is going to lose \$20,000, and one would argue we might lose more than that, but we are talking about an almost \$3 million piece of property. We might lose a whole lot more than \$3 million. His concern has more to do with the reason why we are purchasing the property. For example, we purchased the property with a primary focus on a Start Center and an Incubator. He has talked to everybody he can think of in Richland County who would have anything to do with an Incubator. He passed out a copy of report done by Dr. Dirk Brown at the University of South Carolina about incubators just to let Council know he is not blowing smoke to be blowing smoke. He is talking about what he thinks is in the best interest of the County, based on the information he gathered. He stated Dr. Brown looked at the different incubators in Richland County (Benedict College, McNair Student Entrepreneurship, Midlands Technical College, SC Alliance, etc.) There is 15 out of 35,000 sq. ft. that is currently vacant. The report states there is no justification for it. That is part of what concerns him. The other part has to do with the Start Center. He referenced a draft document from Central Midlands that talks about Start Centers. This study included representation from the City of Columbia, Richland County, and Transit Authority. All of the people he has talked to stated they were not a part of what Richland County was planning and they are not sure that is feasible. He has to make the best decision for the County, in terms of what the professionals are saying in these areas. This is why he is not ready to move forward with the complex. Not because he does not like a concept. He never wavered from that. His decision is based upon, in his opinion, what is in the best interest of Richland County. And, one would say, he would agree, "you're just throwing away money." He used the analogy that "If you stab someone that do not die from the stab. They die from bleeding." He does not want us to get into this process and realize we have property we cannot do anything with and bleed to death. He wants Council to understand where he is coming from, it is about what he thinks in the long run might be the best interest of the County. Just like someone said, "Well that means you are going to kill something."

No, it may mean that we may need something different and buy some different property or buy it later if they want to sell it. We may end up losing more money by buying it and not being able to do anything with it. That is why he thinks it is in the best interest to not purchase it at this particular time.

Ms. Myers inquired if there were tenants in this property.

Dr. Yudice responded in the affirmative.

Ms. Myers stated, to the extent, that we would not be throwing them out, would we have the potential to recoup our investment while we are trying to sell it.

Dr. Yudice stated the County has no plans to throw the tenants out.

Ms. Myers stated the tenants will be paying rent whether we decide to throw them out and use the property or take the rents and put the property on the market.

Dr. Yudice responded in the affirmative.

Mr. N. Jackson stated, for clarification, this is for the CMRTA Transit Center. He inquired if the CMRTA, with the money they receive, putting any funding toward this.

Dr. Yudice stated she is not sure if we have talked to the CMRTA.

Mr. N. Jackson stated, if this is transit, and they are receiving money for transit, he is concerned if they were not consulted about putting any funding toward this. Secondly, if we acquire this property we will have tenants, but we have to do property management. We may have to hire someone to manage the property also. Yes, they may be paying rent, but we will have maintenance costs. If we lose \$20,000 - \$30,000 not purchasing the property, we are still saving on paying an annual fee for someone to manage the property because we are now landlords. He is the one who made the motion to move forward with the Renaissance Plan, so he is not against it. He is the one who was cautious enough to insert the words "as a concept", not a blank check. Anything we decide to add to the plan, at least, Council should know about it and make some decisions without saying, "Okay, we passed the Renaissance Plan, so staff is going to go and purchase property here and do what they feel like." Like he said, Central Midlands totally recommended against it. That is his concern, and he has to voice his concern.

Ms. Myers stated, for clarification, are we managing the property or is someone else already managing the property. She wants it to be clear what we are saying here because she does not want this to make the staff look irresponsible. Because they have not been.

Mr. Niermeier stated, the intent once the property is purchased, is to novate the contract with the current property management company to keep them in place to do the grounds, upkeep and maintenance; therefore, the County would not have to take that on. That seemed the most responsible way to do that. The costs would be covered by the approximately \$25,000 a month rent payment we would be getting from the existing tenants. That would not include any tenants that may move into the property after it is purchased. The property management company would also seek to fill the empty spaces until we are ready to move forward with developing the property.

Ms. Myers stated, for clarification, there is currently \$25,000 in rents, that accrue to the property owner that would remain in place. We could make money by going forward with the contract that we signed.

Mr. Niermeier stated approximately \$25,000 per month.

Mr. Pearce stated, for clarification, if we purchase the property, the property comes off the tax rolls.

Dr. Yudice responded in the affirmative.

Mr. Pearce inquired as to what the current tax revenue from the property.

Dr. Yudice stated she would have to get back with Mr. Pearce with that information.

Mr. Pearce stated, so we would not net \$250,000 because we are going to lose the tax revenue. You will have to deduct the tax revenue from the money we get.

Mr. N. Jackson stated his point is that we become landlords. The company that is managing the property is not doing it for free, correct.

Mr. Niermeier stated we would be paying them. We would continue their contract.

Mr. N. Jackson stated we will be landlords and we will be managing the property. Whether we pay someone or not. He inquired as to how much the fee is for property management company.

Mr. Niermeier stated it is approximately \$800 - \$1,000 a month, which includes maintenance.

Mr. Livingston stated a concern that was expressed to him by one of the current owners is that we cannot be totally dependent on the revenue because with the uncertainty of Richland County purchasing the property, he understands some of the tenants are looking for somewhere else to go. He does not think we are going to have all of those tenants because they are going to be rather uncomfortable because they are sure when or how things are going to go.

Mr. Malinowski stated, it is his understanding, this property has been for sale for quite some time. Can anyone tell him if that is true? And if so, how long it has been on the market?

Dr. Yudice stated, her understanding is the property has not been for sale. The County approached the owner. After quite a while, they decided to sale it to the County.

Mr. Malinowski inquired about the purchase price.

Dr. Yudice stated she believes it is \$2.9 million.

Ms. Dickerson stated she respects Mr. Livingston providing these documents; however, the feasibility study was done by the CMRTA because we were looking for a transit center. The transit center that we currently have on Sumter and Laurel Streets, we have outlived that. We are looking for ways we can expand transportation in the Richland County area. The Central Midlands were the ones who put the people together to do the feasibility. They were the ones who brought all of the stockholders together. She asked them, when they presented the document, whether or not they had gotten people from the County. This was done through Central Midlands staff and was not put out in the public for everyone to be a participant on. When she inquired if this was binding, this was

just a feasibility study with the transportation money that received from the Federal government. They recommended 4 places to put the transit center. She stated over the past few years, we have been looking for property within the St. Andrews area. When we lost the Dutch Square bid, we looked at several pieces of property that we were not able to obtain. We lost the Service Merchandise Center a few years ago because we did not act. Right now the last piece of large property within a 5-mile radius is this piece of property. If, in her opinion, we do not go forward with it now that everybody knows Richland County wants to do it later, we probably will not ever be able to acquire it. In answer to Mr. Pearce, she has worked extremely hard and sat in on many meetings with Mr. Seals. He offered those meetings to all of us to sit down and give our input. None of these studies came forward when he asked us to sit down with him. Now at the eleventh hour, documents are floating from everywhere and everybody. There were about 4 people that sat down and gave input during the initial stages when we were working on this. Although we call it the Start Center, we had the opportunity to go in and put pieces into that. The Start Center was to help all of us have an input to put stuff into the plan.

Mr. Livingston stated, the meetings being referenced, he attended and participated in all of those meetings. He met individually and shared his concerns, at that given time. His concern was, at that time, that he did not think we did, what he would consider a feasibility study to know what is available and what people really want. He was never given any information about how we came to this conclusion. Here is what the feasibility study was based on. It certainly was not based on community involvement. It was more based on community information. In involvement, you engage people and get them to be participatory in the process. For those reasons too, he was not convinced that was the best use of taxpayer dollars to put that type of facility, in that particular location, without researching information.

Mr. Malinowski inquired about where the 4 sites Mr. Livingston referred to, and are include in the documentation provided, are located.

Mr. Livingston stated this location was not one of them.

Mr. N. Jackson stated, as he said from the beginning, you have community input first. Not from the top down. If someone is planning a transit center and not consulting with the Central Midlands Council of Government or the CMRTA/COMET and make all these plans. If CMRTA receives funds from the Penny Tax Program for buildings, infrastructure and to run the bus system, and they were not a part of it. Are we saying we are going to purchase this property and tell them here is where you will come? As he said, he talked with Central Midlands. They had no clue. This was not part of the plan. To be clear, a feasibility study is like a road map or blueprint. Those studies cost. That gives you direction on how, why, and whether you should or should not. Feasibility studies are what is done in almost every major project. Feasibility studies are what makes you make a decision on whether you should move forward or not. That is why it is important. If whoever was in charge had taken the time to consult with the major clearinghouse agency, Central Midlands Council of Governments, they would have understood this was not a part of it and it did not fit with the feasibility study.

Ms. Dickerson stated, in her opinion, that piece is a part of the Renaissance. If this piece does not been a part of the Renaissance, the we need to look at the rest of the Renaissance because we have not had input on the Courthouse, and none of the other pieces. So, if that is the case, we need to kill the Renaissance and start all over.

Ms. Dickerson made a substitute motion, seconded by Mr. Manning, to defer the Renaissance Plan and start all over because everything that has been said about this piece of property, referenced the whole Renaissance Plan.

Mr. Malinowski inquired if Mr. Rose had anything he wanted to say since this was his district.

Ms. Dickerson stated the motion on the floor is to defer the Renaissance Plan and kill the whole thing and start all over. If you are going to kill one part, you might as well kill the whole thing because all of it is predicated on that.

Ms. Myers inquired if all of the money, to date, has been invested just gets lost to the County.

Mr. Manning stated, "No."

In Favor: Malinowski, Dickerson, Pearce, Manning, N. Jackson and Rose

Opposed: McBride, Livingston, C. Jackson and Myers

The vote was in favor.

Mr. N. Jackson moved to reconsider this item.

Ms. Dickerson stated she does not think you need to reconsider a deferment.

Ms. Myers requested staff to follow up and provide her with a list of how much money we have put into these project that we have now decided to just throw down a hole.

- b. Personnel Matter** – Ms. Dickerson stated this is a Personnel Matter regarding the Administrator. As of May 14th, Mr. Seals was no longer the Administrator. That put Dr. Yudice in position because we put her in as Acting.

Mr. Smith stated, if you recall, when you indicated to Dr. Yudice, as the Assistant Administrator, you wanted her to act in the absence of Mr. Seals. If you recall, at that time, Mr. Seals was still the Administrator, and that continued up until the time that he submitted an offer and you accepted his resignation. Once that occurred, you no longer had an Administrator, because he was gone at that point. And, again Dr. Yudice, under the ordinance was simply acting in his absence. At this point, you do not have an Administrator. He thinks it is important because you are under the Administrator-Council form of government that you take an action to either appoint an Interim Administrator or an Acting Administrator.

Mr. Manning moved, seconded by Mr. Livingston, to appoint Dr. Yudice as the Acting Administrator and then an Interim Administrator.

Mr. Malinowski inquired, for clarification, what the difference between acting and interim. Does it make any difference which you do?

Mr. Manning stated, he would think, in terms of his motion, the Acting would continue in the role to be able to sign off on things. An Interim would be a process like we went through 1 ½ - 2 years ago where we would interview somebody and talk to them about expectations of the Council, of the County, in an interim period while we continue with the National search. Based on having that conversation, it would be a mutual decision as to the person accepting being the Interim

Administrator. The Acting would merely be in a position, per the Assistant County Administrator's role, that has been a function in the absence. It would be continuing to have that one element of being able to sign the official documents, as the Acting versus the Interim.

Ms. Dickerson stated, first of all, we need to ask her if that is something she wants to accept. We made a mistake before and named somebody and they said they did not want it.

Mr. N. Jackson stated, in the past, we asked Dr. Yudice and she turned it down as Interim Administrator. As an Assistant Administrator, or Acting Administrator, is totally different. As Mr. Manning explained, she would be doing exactly what she was doing in the absence of the Administrator. Another concern he has, Ms. Dickerson stated, "as of May 14th", but it was his understanding that nothing is final until the minutes are approved. Everything we do on this Council, if it is not clinched, is not final until the minutes are approved. That was his understanding. He was under the impression June 5th, when we get minutes, it is read and we approve it, then everything is final.

Mr. Smith stated, in most instances, Mr. Jackson is correct; however, in the agreement, which you reviewed, and read, there was a provision in there that basically said this contract becomes binding upon vote of Council, in open session. If you recall, we were in Executive Session. You came out and you voted.

Mr. N. Jackson stated we did vote in open session, but our policy is, even though we vote in open session, we still have to vote in open session to approve the minutes. Our policy is nothing is final unless it was in the contract, but that part does not apply.

Ms. Dickerson inquired, for clarification, does that mean Mr. Seals is still the Administrator until the minutes are approved on the 5th.

Mr. N. Jackson inquired if Mr. Seals had been paid the settlement.

Mr. Smith responded in the affirmative.

Mr. N. Jackson inquired as to when that happened.

Mr. Smith stated it is his understanding Wednesday or Thursday of last week.

Mr. N. Jackson inquired as to who knew about, the Administrator and the Acting Administrator. He stated they did not know anything about him being paid. He further inquired about what fund the money came from.

Dr. Yudice stated his salary came from the Personnel budget in Administration and the other check came from insurance.

Mr. N. Jackson stated \$300,000 from the insurance and the rest from the Personnel fund.

Dr. Yudice stated his salary came from the Administration Personnel budget.

Mr. N. Jackson stated we met on the 14th. On the 15th, he asked why the minutes have not been read and he did not get an answer.

POINT OF ORDER – Mr. Livingston stated he wanted the Chair to rule that the current discussion is out of order. That is not what we came here to discuss. We came here to discuss a personnel issue that was not regarding the contract or dealing with the previous Administrator.

Mr. N. Jackson stated he will wait until the 5th and ask that question.

Ms. Dickerson stated the motion was made to appoint, or request, Dr. Yudice to serve as Acting Administrator.

Mr. Manning stated, per the Assistant County Administrator’s position description, it says, “in the absence of the County Administrator”. Based on the technicality of us not having an Administrator, to be acting in their absence, his motion is to make the clarification that, per the position description, that says a role of the Assistant County Administrator is to act in that role. Then, his motion is, proceeding from tonight, until the appointment of an Interim County Administrator, the Assistant County Administrator, who is Dr. Yudice, have the power to serve the roles and functions of the Acting Administrator of Richland County.

Mr. Malinowski stated he is not sure that the person being asked should be asked at this point, in open session, to give us an answer. He believes they should have time to reflect on it, speak to friends, family and come back and advise us. We can move forward and pass it, if you want to do it, but the person should have the right to tell us later whether they want to accept it or not.

Mr. N. Jackson stated, in this position, the person is the Assistant Administrator. He does not think there is a point where you ask them to act as the Acting Administrator. He thought, based on the rules, in the absence of the Administrator, the Assistant Administrator has those functions. He does not think there is anything to ask. He thinks that is the duty of the Assistant Administrator, in the absence of the Administrator, the Acting Administrator until an Interim Administrator or Administrator is appointed.

Ms. Dickerson stated now we got in a dilemma about minutes and all of this kind of stuff. She does not know where we are, unless Mr. Smith can tell us whether or not what Mr. N. Jackson just stated is correct, or not. To put someone in that position, that person has to accept it, in her opinion.

Mr. Livingston called for the question, seconded by Ms. Myers.

In Favor: Dickerson, McBride, Livingston, Rose, Pearce, Kennedy, Myers and N. Jackson

Opposed: Malinowski, Manning and C. Jackson

The vote was in favor of calling for the question.

In Favor: Malinowski, Dickerson, McBride, Livingston, Rose, Pearce, Kennedy, Manning, Myers and N. Jackson

Opposed: C. Jackson

The vote was in favor.

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