



Richland County Council

Special Called Meeting

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

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

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

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

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

Abstain: Dickerson, Manning

Not Present: Walker, Kennedy, Myers

The vote in favor was unanimous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Livingston responded in the affirmative.

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

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

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not operating in good faith and arbitrarily pushing it back.

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

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

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

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

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

Mr. Livingston responded in the affirmative.

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

Mr. Livingston responded in the affirmative.

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

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

Ms. McBride responded in the affirmative.

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

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

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

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

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

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Not Present: Dickerson, Walker, Kennedy, Myers

The vote in favor was unanimous.

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

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