

RICHLAND COUNTY

COUNTY COUNCIL AGENDA



Tuesday, APRIL 21, 2020

6:00 PM

RICHLAND COUNTY COUNCIL 2020



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



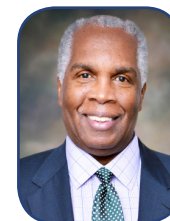
Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022



Richland County Council

Regular Session
April 21, 2020 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston, Chair
Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Joe Walker

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joe Walker

4. **PRESENTATION**

a. CAFR Presentation

Stacey Hamm, Finance Director

5. **APPROVAL OF MINUTES**

a. Regular Session: April 7, 2020 [PAGES 7-26]

The Honorable Paul Livingston

6. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Larry Smith,
County Attorney

a. Sale of Farrow Road Property

8. **CITIZEN'S INPUT**

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

9. **CITIZEN'S INPUT**

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Coronavirus Update

11. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

12. REPORT OF THE CHAIR

The Honorable Paul Livingston

13. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 20-002MA
Tommy Wood
RS-MD to GC (1.46 Acres)
7220 Frost Avenue
TMS # R09402-02-01(p) [PAGES 27-28]

14. SECOND READING ITEMS

The Honorable Paul Livingston

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020 [PAGES 29-31]
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NFPA 70) [PAGES 32-45]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. A Resolution Authorizing the Administration by the County of certain grant funds from the South Carolina Department of Commerce [PAGES 46-48]

The Honorable Calvin Jackson

- b. A Resolution Authorizing the extension of an Option Agreement between Richland County, South Carolina and Garners Ferry Development Company and other matters related thereto **[PAGES 49-51]**
- c. Consenting to the partial assignment and assumption of a fee in lieu of tax and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters **[PAGES 52-74]**
- d. Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from Pure Power Technologies, Inc. to PPT Real Estate Enterprises, L.P.; authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters **[PAGES 75-97]**

16. REPORT OF CORONAVIRUS AD HOC COMMITTEE

The Honorable Paul Livingston

- a. COVID-19 Relief Grant Program(s)
- b. COVID-19 Recovery Consultant
- c. Updated CDBG Allocation

17. OTHER ITEMS

- a. Comprehensive Road Maintenance Program with Subdivision Abandoned Paved Road Relief [ACTION] **[PAGES 98-100]**
- b. North Main CEI Services Contract Approval [ACTION] **[PAGES 101-103]**

18. EXECUTIVE SESSION

19. MOTION PERIOD

The Honorable Allison Terracio

- a. I move to establish an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be ‘affordable’ when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities.

20. ADJOURNMENT



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



Richland County Council

REGULAR SESSION

April 7, 2020

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kimberly Williams-Roberts, Ashiya Myers, Ashley Powell, Angela Weathersby, Beverly Harris, Leonardo Brown, Larry Smith, Clayton Voignier, Brad Farrar, Jeff Ruble, John Thompson, James Hayes, Michael Byrd, Michael Niermeier, Christine Keefer, Ronaldo Myers, and Quinton Epps

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

Mr. Livingston stated, in reference to our staff, some of us take for granted, or do not understand, what is required to keep our County Government functioning. He expressed his special thanks to Administration, the Attorney’s Office, the Clerk’s Office, IT, EMS, Sheriff’s Dept., Public Works, Custodial staff, Treasurer, etc. who are working on the front lines.

4. **PRESENTATION OF PROCLAMATION**

- a. 2020 Census Proclamation – Ms. Roberts read the proclamation into the record.

5. **APPROVAL OF THE MINUTES**

- a. Regular Session: March 17, 2020 – Ms. Dickerson moved, seconded by Ms. McBride, to approve the minutes as distributed.

Ms. Terracio made a substitute motion, seconded by Mr. Walker, to defer the approval of the minutes.

Mr. Jackson requested the maker of the motion to explain the reason for the deferral.

Ms. Terracio responded she would like to wait to approve these minutes until after we have the discussion related to the SCDOR matter in Executive Session.

In Favor: Terracio, Newton, Myers and Walker

Opposed: Malinowski, McBride, Livingston, Jackson, Manning and Dickerson

The motion for deferral failed.

Ms. Myers inquired about what portion of the minutes Ms. Terracio wished to defer.

Ms. Terracio responded the portion she wished to defer is in reference to the “Richland County vs. SC Dept. of Revenue Update” Executive Session item.

Ms. Terracio made a substitute motion, seconded by Mr. Walker, to defer the portion of the minutes that related to “Richland County vs. SC Dept. of Revenue”.

Mr. Malinowski stated we attempted to defer the minutes, which failed. He inquired if a motion can then be made to single out a portion of minutes for deferral.

Mr. Farrar stated it is a different motion, so it is permissible to make a new motion for deferral of a particular portion.

In Favor: Terracio, Newton, Myers, Jackson and Walker

Opposed: McBride, Livingston and Dickerson

The vote was in favor.

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

Ms. Newton stated, on p. 3, of the minutes she was listed as “Present but Not Voting”, but she voted in favor of the item.

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

Opposed: Malinowski and Manning

The vote was in favor.

- b. Special Called: March 31, 2020 – Ms. Terracio moved, seconded by Mr. Walker, to approve the minutes as distributed.

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

Opposed: Malinowski

The vote was in favor.

6. **ADOPTION OF THE AGENDA** – Ms. Terracio moved, seconded Ms. McBride, to remove Items 21(k)(1 – 3):

- a. A Resolution of the Richland County Council calling upon Governor Henry McMaster to issue a mandatory stay-at-home order for the State of South Carolina for a minimum fourteen day period or for such further period of time as may be deemed necessary and appropriate by the South Carolina Department of Health and Environmental Control [MANNING]

- b. A Resolution affirming Federal and State guidelines in response to the Coronavirus Disease (COVID-19) and encouraging the citizens of Richland County to continue to thrive in their resilience and vigilant observance of practical measures to preserve public health [WALKER]
- c. An Emergency Ordinance implementing the guidance and recommendations of the United States Government, the Government of the State of South Carolina, and public health professionals in response to the Coronavirus (COVID-19) Pandemic for the protection of individuals in Richland County, and implementing social distancing measures to achieve the intent thereof [FIRST READING]

Mr. Walker stated, as the maker of one of these motions, he is comfortable with this course of action given the recent developments statewide.

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

The vote in favor was unanimous.

Mr. Brown requested to add an item to the agenda under Executive Session entitled “TetraTech Task Order Response to COVID-19”.

Ms. Terracio moved, seconded by Ms. McBride, to add the “TetraTech Task Order Response to COVID-19” to the agenda.

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

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

The vote in favor was unanimous.

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

- a. Richland County vs. SC Dept. of Revenue Update
- b. TetraTech Task Order Response to COVID-19
- c. Contractual Matter
- d. Report of Detention Center Ad Hoc Committee

8. **CITIZENS’ INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Paul Beasley addressed the affordable housing crisis in the County and requested a virtual meeting with Council members.

9. **CITIZENS’ 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 this time.) – No one submitted any comments for this item.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated staff had been doing daily briefing for Council, and upon learning how Council had participated in many webinars and other conference calls about COVID-19,

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it became a duplicative process and used time that could better be spent for Council members to respond to COVID-19. By way of information, we have the number of participants on those calls. At the height of those calls, we had 72 people participating, and at the low, we had 18 people. While staff was doing those calls in an effort to make sure Council was aware of what was going on with the County, and COVID-19, we became aware that Council members were aware because of their participation on multiple calls, and meetings. We were aware, while some members of the public were on those calls, there was not a large volume. We do not believe that stopping those daily calls was disservice to the public, as much of that information is available and reported out through the media, as well as through the Dept. of Health and Environmental Control. Additionally, in terms of Richland County, there were 340 reported positive cases in our community. There were 29 new reported cases today. Internally, at Richland County Government, we have 5 employees from EMS and 2 employees from the Detention Center in isolation. We have been working with the COVID-19 Ad Hoc Committee to produce a plan of relief for residents and other community partners, including non-profits and businesses. The ad hoc committee has met several times, has reviewed information, and made certain recommendations for how a plan is to be structured and administered. We expect to see that plan to be supported, from a Council perspective, in the near future, so citizens can have access to dollars the County has set aside, at the request of Council. Additionally, we do want to make sure we say thank you to our First Responders and appreciate those men and women who are on the frontlines of this pandemic. We also want to acknowledge that we have many in our community who have lost loved ones, and that Richland County recognized that. We had considered having an opportunity to have a First Responders (i.e. EMS, ASGDC, Sheriff's Department and Coroner's Office) appreciation activity, in which we provide lunch for them. We recognize that these men and women are potentially exposed on a daily basis, and put their lives on the line.

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

12. **REPORT OF THE CHAIR**

a. **Contractual Matter** – This item was taken up in Executive Session.

13. **OPEN/CLOSE PUBLIC HEARINGS**

a. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NCPA 70)** – No one submitted any comments for this item.

14. **APPROVAL OF CONSENT ITEMS**

a. **20-002MA, Tommy Wood, RS-MD to GC (1.46 Acres), 7220 Frost Avenue, TMS # R09402-02-01(p)** **[THIRD READING]** – Mr. Livingston removed this item from the agenda until the next Council meeting.

b. **20-004MA, Deborah Stratton, RU to NC (2.17 Acres), 4133 Clemson Road, TMS # R20281-01-27** **[THIRD READING]**

c. **20-005MA, Angie Dodson, NC to GC (1.46 Acres), 1526 Leesburg Road, TMS # R16415-07-04** **[SECOND READING]**

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Mr. Walker moved, seconded by Ms. Terracio, to approve the agenda items.

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

The vote in favor was unanimous.

15. **SECOND READING ITEM**

- a. Approving the sale of certain property located on Farrow Road; and other related matters – Mr. Walker moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski inquired if this item was on the surplus property list for Richland County.

Mr. Ruble stated it was on the list of properties to be sold for the Renaissance Project.

Mr. Malinowski inquired if Mr. Ruble recalled when the County enacted guidelines for the sale of property.

Mr. Ruble responded they have inquired with Administration and nothing has been approved.

Mr. Malinowski stated in an Economic Development meeting on February 5, 2019, there was a lengthy discussion about that taking place, and it gave all of the guidelines that were supposed to be put into effect. He does not know why, since that meeting, it has not been put into practice.

Mr. Ruble stated this sale was just pertaining to Economic Development, and believes the policy referred to was a wider policy that was being considered by the entire County, and Administration; therefore, he cannot speak to that.

Mr. Malinowski stated the policy was to be put in place for all Richland County property. In the minutes approved for our March 3, 2020 meeting, he raised several questions, and was told by one of his colleagues they would include answers to his questions, in the next Council meeting packet. He stated that was over 30 days ago, and there is nothing different before us. There is definitely no answers to his questions: Where is it? Why are we selling it? Who decided we did not need this property? There are no maps. There is a TMS#, but that does not answer his questions. One of the main items he was in favor of, when the County sold any property, is the transparency of listing it publicly with a realty company, or, at least, putting it on a list to let people know the County had property for sale. And, not just having somebody come up and say, "Hey, I'd like to buy that property." He stated he does not know any of the circumstances surrounding it.

Mr. Ruble stated we do have the details to present to you. It needs to be done in Executive Session. The reason that is not on Executive Session tonight is because he did not know the County had the technical capability to hold Executive Session. He stated, if you want to defer it to the next meeting, we can discuss it in Executive Session. The issue of listing brokers is a conversation that happened outside of Economic Development; therefore, he cannot speak to that.

In Favor: Newton, McBride, Livingston, Jackson, Walker and Dickerson

Opposed: Malinowski, Terracio, Myers and Manning

The vote was in favor.

16. **REPORT OF DEVELOPMENT AND SERVICES COMMITTEE** – No report was given.
17. **REPORT OF ADMINISTRATION AND FINANCE COMMITTEE** – No report was given.
18. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE** – Mr. Jackson moved, seconded by Ms. McBride, to defer the Economic Development items until the April 21st Council meeting.

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

The vote in favor was unanimous.

- a. A Resolution Authorizing the Administration by the County of certain grant funds from the South Carolina Department of Commerce – Deferred
 - b. A Resolution Authorizing the extension of an Option Agreement between Richland County, South Carolina and Garners Ferry Development Company and other matters related thereto – Deferred
 - c. Consenting to the partial assignment and assumption of a fee in-lieu of tax and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters – Deferred
 - d. Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from Pure Power Technologies, Inc. to PPT Real Estate Enterprises, L.P.; authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters – Deferred
19. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE** – The report was deferred until after Executive Session.
 20. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. Sheriff's Coronavirus Emergency Supplemental Funding Grant, CESH – Mr. Brown stated the committee recommended to allow the Sheriff's Department to apply for, and receive grant funding, which would allow the Sheriff to pay for various supplies and personnel related to COVID-19 Response.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Critical Needs Areas – Mr. Brown stated there was a discussion about a waiver of certain late payments. Ms. Myers requested staff to come back with a list of specific items staff was referencing. The specific list is as follows: Hospitality Tax, Tourism Fees and Business License Fees.

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The committee recommended to approve the waiver of these fees.

Ms. McBride stated the committee also recommended a time period of 60 days.

Ms. Myers stated all of the items staff enumerated relate to business fees, and none that relate to individual fee payments (i.e. sewer and water). She inquired if those fees are already waived, or if there is something unique to those payments.

Mr. Brown stated, for purpose of clarity, a waiver of late payments for water and sewer, and other individual payments, are not being penalized.

Ms. Myers requested that Mr. Brown would enumerate which fees that late fees will be waived on.

Mr. Brown responded water and sewer late fees will be waived.

Ms. Newton stated, she would hope, whatever revenue we receive from these late payments that amount goes towards that list, so we can continue planning for how this is going to impact our budget.

Mr. Manning stated, at our last meeting, we voted to do a bridge where Hospitality Tax would not be due until June 20th. He inquired, if us waiving these fees is a technical thing we have to do to be in line with the fact that we determined the tax would not be due until June 20th.

Mr. Brown stated there will be no penalty for late payment of those, as well, so it is a combination of issues. One is a delayed time for payment. The second part is, there is no penalty if those are paid late, within a specified period of time.

Mr. Manning stated, for clarification, it only applies to the June 20th date.

Mr. Brown responded in the affirmative.

Mr. Manning stated, for clarification, we are saying, even though they have collected it, and they are keeping it, rather than giving it to us, so that helps them bridge through limping along times. Then, they collect it for another month, and keep it. When it is due on June 20th, and they do not pay it for another 59 days, there would not be a penalty.

Mr. Brown responded it would not be an additional 59 days beyond the June 20th date. Immediately following the next time they are due, if they do not pay them on that date, the initial timeframe would not require a penalty be paid until Council chose differently.

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

The vote in favor was unanimous.

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

Opposed: Malinowski, Terracio, Newton, McBride, Myers, Livingston, Jackson, Walker and Dickerson
The motion for reconsideration failed.

Ms. McBride stated, at the last Council meeting, we discussed another area, and the exact allocation of \$500,000. Staff was supposed to develop a criteria and bring it back.

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Mr. Brown stated we are going to have funding available to meet those needs, to a certain degree. We did not set a solid amount, and we did not determine what source those funds would come from. In the last few days, they receive additional information related to some areas of our source funds, specifically CDBG, which can be utilized for the purpose of responding to businesses. He stated we are going to have funding available to tackle the issue. There will be additional details in the coming days.

Ms. McBride stated she did not want to paralyze the movement of staff by the Council continuing to analyze all of these sources. Therefore, the public is not getting the services/funding they need. If we are still in deliberation and planning that means you cannot put this out to the public.

Mr. Brown stated, if you wanted to have an amount, staff originally recommended \$500,000.

Ms. McBride stated what she wants them to be able to do is move forward, and not have to wait on Council. If we need to give them an amount, then let's do it, but if they can move forward without Council identifying a specific amount that is fine.

Mr. Livingston stated, for clarification, we did not agree on an amount.

Ms. McBride responded that we did not for one area. We kept going back and forth, in terms of one particular area.

Mr. Livingston inquired if staff has a recommendation, in terms of what we can do to move forward.

Mr. Brown stated the recommendation was for \$500,000 for that particular area.

Mr. Livingston stated, for clarification, Mr. Brown is saying there are available funds from CDBG to do that.

Mr. Brown responded in the affirmative.

Ms. McBride moved, seconded by Ms. Dickerson, to approve \$500,000 for the staff to move forward with the funding for small businesses, and other areas they have identified.

Ms. Dickerson requested a friendly amendment to approve up to \$500,000, and, if it exceeds that amount, staff will come back to Council.

Mr. Malinowski stated he is getting confused because he was told, when Mr. Brown was giving us notes from his list, there was a specific list he was providing us regarding waiving of penalties for H-Tax, tourism fees, business licenses fees, and water and sewer. All of a sudden we are talking about putting \$400,000 - \$500,000 in a pot for small businesses.

Mr. Livingston responded that was one of the items listed on the Coronavirus Ad Hoc Committee agenda for discussion.

Mr. Malinowski stated the Federal Government has a multi-million dollar plan in place to help virtually every small business out there, so he does not understand what kind of assistance the County is giving these businesses.

Ms. McBride responded this assistance is a stop gap. The Federal government is taking a while to get these funds out. We wanted to do something, as soon as possible, to help the small businesses in

Richland County. This was supposed to be on a fast track. We do not know how long the Federal government will take.

Mr. Malinowski stated no one has told him which small businesses we are trying to help, who can make application, the maximum amount each small business can get, and can you get the funding if you are just a small business, or do you have to be on the essential list of businesses? To him, there is a lot of questions that has not been answered.

Ms. McBride stated staff has already developed much of the criteria, and we need to move forward.

Mr. Malinowski stated it seems like we should have had all of that information in the agenda packet.

Ms. Kennedy stated, for clarification, the County is giving them money, and then the Federal government, so they will be receiving funds twice.

Mr. Livingston stated the Federal government's definition of a business is 500 or less individuals. The committee was talking about helping those "mom or pop" stores that may to fall through the cracks.

Mr. Manning stated he was thinking these were going to be small businesses, in our County, which did not qualify for the Federal funding, and for some reason fell through the cracks. If that is the case, they would not get paid twice because if they qualified for the Federal funding, they would not qualify for the County's funding.

Ms. McBride stated the Federal government funds are loans, which may be forgiven. This is not a loan. This is to help them hold on to their rental facilities.

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

21. OTHER ITEMS

- a. Mitigation Bank Credit Sales – City of Sumter, Shot Pouch Greenway – Mr. Epps stated we are definitely breaking even with the sale of the mitigation credits, and all of the proceeds from those credits are being returned to the Transportation Penny Program.

Mr. Brown stated staff's recommendation is to approve the sale of these mitigation credits.

Mr. Malinowski stated, while Mr. Epps says we are breaking even, the briefing document says we will be adding \$122,000 to the Transportation Penny Fund.

Mr. Epps responded that is correct.

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

Opposed: Walker

The vote was in favor.

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

In Favor: Walker

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

The motion for reconsideration failed.

- b. Richland County Sheriff's Department – Forensic Laboratory Information Management System (LIMS) Grant – Mr. Brown stated, after speaking with the Sheriff's Department, this would be a ratification of action taken by that department. The Sheriff's Department was under the impression this item was approved. They had already received the grant funding, and had took steps to expend those funds.

Mr. Manning moved, seconded by Ms. Terracio, to ratify the Sheriff's Department's actions.

Mr. Malinowski inquired why this was not brought to Council, prior to Mr. Brown signing it, or in September once the document had been signed.

Mr. Brown responded this is a two-part question. One is related to the budget process, and the other is related to the actual expenditure and utilization of those dollars.

Mr. Malinowski stated during the budget process we made general approval for grants. We do not have details. The attachment in front of us is one page, and it says it is page 1 of 17. It would be nice to know what is on the other 16 pages, and if there are any additional requirements or obligations on behalf of the County or the Sheriff's Department.

Chief Cowan stated the documents Mr. Malinowski is referencing are general points of the grant, and do not give any descriptive information. This item was approved, in its full capacity, during the budget process. Mr. Brown signed the documents in September, in confirmation of your approvals, and that is part of the process by the Federal government for the funding to actually come to the Sheriff's Department. Procurement felt it wise that Council receive this information now, as we are making the purchase, to make sure Council was aware that all of those steps had taken place, and that we were following proper procurement guidelines.

Mr. Malinowski inquired if there were any additional requirements associated with the grant.

Chief Cowan responded it was all non-matching. There was no cost to the County, and no expenditures by the County.

Mr. Malinowski stated, for clarification, no continuation of anything.

Chief Cowan stated this is a one-time purchase.

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

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

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

The motion for reconsideration failed.

- c. Resolution requesting PrismaHealth to provide information to the public regarding the impending acquisition of Providence Hospital, Providence Hospital – Northeast, Kershaw Health and Providence Health – Fairfield Emergency Room – Ms. Dickerson and Ms. McBride requested additional information on this matter.

Mr. Walker moved, seconded by Mr. Malinowski, to defer this item until after the current health situation has come to an end.

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

Opposed: Manning

The vote was in favor.

- d. A Resolution to appoint and commission Jason Michael Jensen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Walker moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

- e. A Resolution to appoint and commission Jameela Darcell Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Walker moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

- f. Constituent Update – Using Tele-Town Hall Meeting – Ms. Keefer stated, in fall 2018, the library reached out to Government and Community Services, and the Public Information Office, about collaborating on a series of tele-town hall meetings. The meetings were primarily with the senior citizen population to engage them in what was happening in the County. The library is more interested in doing these now because COVID-19. We have been invited to take part in these meetings, if we would like. We also have the option of the County doing their own tele-town hall series to share information about our response to the community, in light of the virus. If we were to host our own series, we would have to do a little more thinking and be intentional about how many conferences there would be because there is a cost associated with them. We would also have to come up with a phone list to share with the tele-town hall company that orchestrates these meetings. They would actually dial out invitations to the citizens, on our behalf, and the citizens are given the opportunity to opt-in to the phone call. The meetings are hosted, so there would be a

person from the County who would serve as the host and moderate the discussion. There are features to record the meetings, and to chat online during the meeting. This has been successfully used by the State Chapter of the AARP.

Ms. Dickerson stated, it seems, this is more of a statewide program. She inquired as to how you would narrow it down to countywide. If we are going to pay for something like this we would have to make sure those dollars were being spent in Richland County. She thinks it is a wonderful idea to do town halls, but she would like additional information, and the costs associated with the initiative.

Ms. Keefer stated there are certain call lists the County may have. For instance, we are doing reverse 911 calls, the business licensee list, and a call list the Ombudsman's Office may have.

Ms. Dickerson stated, for clarification, that one of the venues mentioned was the library.

Ms. Keefer responded the library is putting together a series, which will kick off on April 9th. The series is geared toward parents of school age children.

Ms. Dickerson inquired if she would be able to participate in the series, so she can see how it works.

Ms. Keefer stated she will share the information with the Clerk's Office, so that it can be shared with full Council.

Ms. Dickerson stated she feels like we are isolated from the constituents right now, so she would support something that would assist us in staying connected.

Ms. Terracio stated she is very supportive of all the efforts to help get us connected with constituents during this time. She appreciative of our partnership with the library, and she would welcome the opportunity to keep this line of communication open, so we can connect with our constituents and neighborhood associations on a regular basis. During the Coronavirus outbreak, and in light of the new stay-at-home orders, she appreciates the library keeping the Wi-Fi for everyone, and hopes that would be seen as a needed resource, and not something that is deemed non-essential during this period of social distancing.

Ms. Myers stated approximately a year ago she requested staff to work on this because this is an easy way to convene constituents and make them aware of what we are doing. She would like to see staff take the lead on this and create a series of events where Council, and the County, are bringing citizens in to discuss where we are, and what is going on during COVID-19. She thinks it is great to partner with the library, and she is favor of that. The County has to convene this, or some other method, of keeping in touch with our citizens during this strange period. She does not know that we want to cede that responsibility or obligation to the library.

Ms. Dickerson stated she welcomes the library, but she thinks, for the most part, the issues we deal with from Council are different. She is concerned about always being a follower, and staff should figure out a way to have each of us engaged in some type of town hall.

Ms. McBride expressed her concern about staff having the time, or the expertise, to get this done in a timely manner. She thinks this needs to be unique to Richland County. In addition to the town hall meetings, we need other methods of communication because a lot of people do not have the ability to access the tele-town hall meetings. She stated we need a really good public information/education strategy. Our staff may need additional help because they have a lot things going on right now, so that needs to be taken under consideration. She inquired about how long it takes to develop this type of update.

Ms. Keefer stated it would take 1 – 2 weeks to put get all of the particulars in order: How often we would hold the meetings? The timeframe? As well as, what we would cover on each call? The recommendation is to keep these calls to no more than an hour.

Ms. Newton stated she supports this, and anything else we can do to make our communications with our constituents more robust, particularly now. She was not sure what the next appropriate action would be, based on the conversation we are having today.

Mr. Livingston stated this came about because of what the library is doing now. If we are going to do something quick, the library does have the speakers and setup. They have the resources and contacts, so it would be something they could quickly do, if we wanted to do something tomorrow, or the next day. We are going to have to put that in place, if we are going to do it all ourselves. Are we talking about one, or both? Are we talking about forgetting a relationship with the library, and trying to do something on our own? Or, are we talking about doing both?

Ms. Terracio stated, as a liaison to the library, it is her understanding that the library is moving forward with some of these at our request, and is willing to cost share with us. One of the things she is curious about is, if the cost is tiered, based on number of participants, and length of time.

Ms. Terracio moved to move forward with a tele-town hall with the library, assess the success of that partnership, and determine whether or not we move forward with tele-town halls on our own.

Mr. Livingston requested Mr. Brown to instruct staff to do a table of contents for the prepared document. He stated a lot of the questions being asked could be easily answered because a lot of that information is in the document, but it is not easily accessible

Mr. Malinowski stated this was listed on the agenda as an update. We got the update, so should not belabor this, and move on.

Mr. Livingston inquired if Mr. Brown has enough information without needing a motion to move forward on this item.

Mr. Brown responded, not specifically, as it relates to whether or not Council is going to employ a tele-town hall. In general, they got the feedback to get more information, and provide a table of contents to provide accessibility to the document, and potentially work on the County's own potential topics and conversations.

Mr. Livingston stated, if there is an opportunity of partnership, with the library, that needs to be brought before us.

Ms. Dickerson stated there is also a financial implication associated with this, and there was no discussion on what the financial implication will be.

Ms. Terracio stated, for anyone that is interested, there is a tele-town hall with the school district on Thursday, April 9th at 6:30 PM.

- g. FY21 Budget Amendment Calendar – Mr. Malinowski moved, seconded by Mr. Walker, to approve this item.

Ms. Newton requested calendar invites be sent out for these dates.

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

The vote in favor was unanimous.

- h. Richland County and Columbia Rowing Club 5-Year Operating Agreement Renewal – Mr. Voignier stated this item is before Council for consideration at the request of the Conservation Commission. At its February 20th meeting, the Conservation Commission approved the 5-year renewal of an existing operating agreement between the County and the Columbia Rowing Club for access to, and use of, the County’s Rowing Center, located on the Broad River, for recreational rowing activities and events pursuant to the purpose of their organization. The Conservation Commission recommends Council approve the 5-year operating agreement renewal with the Columbia Rowing Club.

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

Mr. Malinowski stated many times in our agreements, we do 5-year agreements, with 1-year renewals, in the event that something should happen (i.e. Rowing Club disbanded, they fail to maintain insurance, etc.), we have the opportunity to not be locked in. He did not know if we wanted to consider doing that on this one also. Secondly, has this been reviewed by Legal, and do they concur with the terms of the agreement.

Mr. Brown stated this item has been before Legal for review.

Mr. Malinowski stated, on p. 174 of the agenda packet, it says, In 2017, the A&F Committee requested staff “to provide the specifics on how the property is being used, by whom and when it is being used, and if there are any incomes being obtained from the use of the property.” From reviewing the documentation, it does not appear we have received that information, and he believes we should be provided this information.

Ms. Myers stated that is important, and she had not thought of that. She would suggest we defer this item until we receive that information. If it is a revenue generating opportunity for them, then the citizens of Richland County should know that, and it should be a consideration.

Mr. Livingston responded that it is not a revenue generator for them.

Ms. Myers stated she did not disagree with Mr. Livingston, but we do not have any evidence to support that.

Mr. Livingston inquired to the expiration date of the agreement.

Mr. Voignier stated, on p. 184 of the agenda packet, there is background information on the Columbia Rowing Club. They charge membership fees to members to pay for the insurance, and to purchase and maintain rowing equipment, which is accessible to all the members. He does not believe they are generating revenue.

Ms. Myers inquired if the membership is exclusive, or can anyone be a member.

Mr. Voignier stated their membership is open to the public, the membership costs are income-based eligibility, and no one is turned away for inability to pay.

Mr. Malinowski stated he understands it says they charge these fees to cover the costs of insurance, and certain other costs for the club, but nowhere does it say whether or not they are charging fees for any of these events and/or outside groups that come in to use the facility.

Ms. Powell stated, in answer to Ms. Myers' earlier question, the agreement expires today.

Mr. Malinowski offered a friendly amendment to approve the 5-year contract, in 1-year increments, and we receive the requested information on any financial activity.

Mr. Walker inquired if the structure Mr. Malinowski proposed impede the club's operations.

Mr. Voignier responded he does not believe it would impact their operations, particularly at this time because that area is closed to the public, and they are using that area due to the pandemic.

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

The vote in favor was unanimous.

- i. Change Orders for CDBG-DR Rehabilitation Projects – Mr. Voignier stated staff is recommending approval of 2 change orders totaling \$48,137.74 to complete 2 rehabilitation projects in our Single Family Homeowner Rehabilitation Program, related to the 2015 Flood recovery efforts. The funds are available in the CDBG-DR Grant for these change orders. For the 1st Change Order, the work related was not in the original scope because the homeowner was unaware of the damage to the ductwork underneath the home. The 2nd Change Order, the related work was not in the original scope due to the fact that damage to the floor joist and seals was not discovered until demolition of the kitchen floor was underway, as part of the original scope. This damage subsequently caused damage to the kitchen walls and cabinetry, and upstairs bathroom walls and flooring, as a result of settling.

Ms. McBride moved, seconded by Ms. Terracio, to approve this item.

Mr. Malinowski inquired if there is a better way to get inspections in place, so we do not keep getting these large change orders.

Mr. Voignier responded, not to his knowledge. The majority of the change orders, either the homeowner was not aware of certain damage, and our inspectors were not able to uncover it, or work had already began and the damage was discovered that would require future work, such as in the 2nd Change Order before you.

Ms. Newton stated she understands these changes, or needs, were not discovered until later. Her question is, in these projects, how common is it? Is it a situation where it rarely happens that we are discovering this extensive level of additional or does it almost always happen? If it is happening all of the time, there might be a different process we can use to handle everyone's time and dollars efficiently, but if it just the one off thing, then it would not matter.

Mr. Voignier stated these types of change orders, with these amounts, are typically only brought before Council for approval, so they are indeed rare given the fact that we have approximately 200 properties we are working on at any given time, or have worked on in the past.

Ms. Newton inquired, as part of some of the dollars we are looking at being available for the Coronavirus Task Force, some of the funds identified were CDBG funds. Do these change orders decrease the amount of funding available for the Coronavirus Task Force, or was that taken into account when the numbers were provided.

Mr. Voignier responded these change orders would not decrease the amount available.

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Ms. Myers requested, before the next meeting, to provide the actual amount of annual CDBG funding, based on the Federal formula that allocates the County's CDBG annual grant. As well as, the actual overall balance of CDBG funding we have in house.

Ms. Powell responded she will provide that information.

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

The vote in favor was unanimous.

Mr. Walker moved, seconded by Ms. McBride, to reconsider this item.

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

The motion for reconsideration failed.

- j. Coronavirus (COVID-19) Hospitality Tax Relief Amendment [FIRST READING] – Ms. Terracio moved, seconded by Ms. Myers, to approve this item.

Ms. Terracio inquired, in light of our previous motion to defer late fees, if this ordinance needs to speak to late fees, or if we can leave that out.

Mr. Farrar stated the ordinance before you is a standalone ordinance that only pertains to the Hospitality Tax. The intent here was to specifically deal with H-Tax, as far as extending the deadline to a date certain. He is not sure if the other fees are necessarily tied to that date.

Ms. Newton inquired if the only way to handle this item is to do Three Readings and a Public Hearing, or is there a shorter timeline we could proceed on.

Mr. Farrar responded anytime you change an ordinance, unless it is an emergency ordinance, it has to have 3 Readings and Public Hearing.

Mr. Livingston inquired, since the ordinance came out of the Coronavirus Ad Hoc Committee, why was it not considered an emergency ordinance.

Mr. Farrar responded Council can designate it an emergency ordinance, but an emergency ordinance is only good for 30 days; therefore, you would have to renew it. In addition, if you extend the deadline to June 20th, it is hard to justify that as an emergency. The County would be sending a mixed message, if after giving the ordinance 1st Reading, they were to say, "We are on track to approve this ordinance, but we are still going to collect before June 20th, so he does not see that as a concern.

Mr. Livingston inquired, when would the ordinance take effect?

Mr. Farrar would take effect upon 3rd Reading, but again, once you have announced your intent to extend the deadline, the County would have to attempt to collect something while at the same time trying to extend the deadline.

Mr. Walker stated, for clarification, by suspending the late fees on the various taxes, we contemplated earlier, is this ordinance not redundant. If we are going to suspend the late fee

associated with remittance of the Hospitality Tax until the June 20th, are we not already achieving the same intent we are trying achieve with this ordinance.

Mr. Farrar responded the problem is the Hospitality Tax is collected by ordinance, so if you are going to change the way you are collecting it you have to do it by ordinance. The change has to be by the same formalities as how it was put in place, which is an ordinance amendment.

Mr. Walker stated, as a Hospitality Tax remitting business, and the business knows there will be no late fees charged, on late payments, until June 20th, and they do not remit the Hospitality Tax until June 20th, at which point they would begin to accrue late fees, have they not in effect done the same thing this ordinance is trying to achieve.

Mr. Farrar stated you have sent a clear message to the public that Council wants to extend the deadline to June 20th. If you then turned around and attempted to collect this, it would be a disaster. When you have announced your intent not to collect these fees, the ordinance is memorializing the action Council has already taken.

Ms. Myers stated you could level the concern Mr. Farrar has, as well as, the practical consideration by enacting it as an emergency ordinance. An emergency ordinance would be an ordinance, and it is a legal ordinance, that would repeal the 3 Readings and a public hearing enacting ordinance that got us to the tax. She understands what Mr. Farrar is saying, but an emergency ordinance is no less an ordinance, and it levels all the concerns that are being raised.

Mr. Livingston stated, for clarification, this cannot be treated like the others because it is an ordinance.

Mr. Farrar stated he does not necessarily know what the others were. If the business license fee is also pursuant to an ordinance, then you would have to adjust that ordinance too. If you want to do an emergency ordinance, that is fine. It is inconceivable the County would announce its intention not to collect these fees, and all of a sudden try to collect them. So, he is not seeing the time urgency Council is.

Ms. McBride inquired if everything legal if he does this. It appears it does not make any difference, so why can we not go on and pass this. We can continue to do everything that we have put forth.

Mr. Farrar stated, if you are going to do this, and you wanted to do an omnibus thing, the best way, would be to identify the fees you want to waive. To the extent that all of them are provided by ordinance, this emergency ordinance will waive or suspend those until whatever date you choose.

Ms. McBride inquired if the ordinance before us would address all the actions we have taken so far. Mr. Farrar stated the only one before you is dealing with Hospitality Tax, so you would convert it to an emergency ordinance, and amend it to say, in addition to the Hospitality Tax, you "lump" in the other fees, and extend the collection date to whatever date certain you want.

Mr. Malinowski stated, in the past, we did a pending ordinance doctrine where it took effect immediately, then you had so many days to get the remaining readings and public hearing done.

Mr. Farrar stated the pending ordinance doctrine typically comes in with zoning or permitting items.

Mr. Livingston stated the only matter before the body is Hospitality Tax.

Mr. Farrar stated you also discussed, earlier in the meeting, about the suspension of other fees, so that has been properly noticed to the public. If you wanted to amend this ordinance to say Hospitality Tax, and all the other fees, it would be properly before the body tonight.

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

Opposed: Manning

Abstain: Walker

The vote was in favor, with Mr. Walker abstaining from the vote for reasons of direct financial participation in this.

- k. Coronavirus (COVID-19) Emergency Ordinance and Resolutions: (These items were removed during the Adoption of the Agenda)
1. A Resolution of the Richland County Council calling upon Governor Henry McMaster to issue a mandatory stay-at-home order for the State of South Carolina for a minimum fourteen day period or for such further period of time as may be deemed necessary and appropriate by the South Carolina Department of Health and Environmental Control [MANNING]
 2. A Resolution affirming Federal and State guidelines in response to the Coronavirus Disease (COVID-19) and encouraging the citizens of Richland County to continue to thrive in their resilience and vigilant observance of practical measures to preserve public health [WALKER]
 3. An Emergency Ordinance implementing the guidance and recommendations of the United States Government, the Government of the State of South Carolina, and public health professionals in response to the Coronavirus (COVID-19) Pandemic for the protection of individuals in Richland County, and implementing social distancing measures to achieve the intent thereof [FIRST READING]

22. **EXECUTIVE SESSION**

- a. TetraTech Task Order Response to COVID-19
- b. Contractual Matter
- c. Report of Detention Center Ad Hoc Committee

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

Mr. Manning stated he thought, at the beginning of the meeting, that we did not move forward on a portion of the minutes because we were waiting for the Executive Session item, and now he is hearing we are not going to have that item as an Executive Session item.

Mr. Smith stated he was ready to go forward with the Richland County vs. SC Dept. of Revenue Update.

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

Opposed: Malinowski, Walker and Manning

The vote was in favor.

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Council went into Executive Session at approximately 8:35 PM and came out at approximately 11:37 PM

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

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

The vote in favor was unanimous.

- a. Richland County vs. SC Dept. of Revenue Update – No action was taken.
- b. TetraTech Task Order Response to COVID-19 – No action was taken.
- c. Report of the Detention Center Ad Hoc Committee – Ms. Myers stated the committee recommended to allow, or request, staff (i.e. the Administrator and the Legal Dept.) to work on amendments to our current contract with the medical provider, at the Detention Center, to provide testing for our employees, and on an as needed basis for the detainees, and to provide them additional equipment, as needed, at the Detention Center.

Mr. Malinowski stated, for clarification, he thought it was to provide screenings, and not use the word testing.

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

The vote in favor was unanimous.

- d. Employee Contractual Matter – Ms. Terracio moved, seconded by Ms. Dickerson, to proceed as discussed in Executive Session.

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

Opposed: Malinowski, Jackson, Walker and Manning

The vote was in favor.

Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the portion of the March 17th minutes that were deferred.

Mr. Walker made a substitute motion, seconded by Ms. Terracio, to defer the portion of the March 17th minutes deferred to the April 21st Council meeting.

In Favor: Terracio, Newton and Walker

Opposed: Malinowski, McBride, Livingston, Jackson, Manning and Dickerson

Abstain: Myers

The substitute motion failed.

In Favor: Malinowski, McBride, Livingston, Jackson, Manning and Dickerson

Opposed: Terracio, Newton, Myers and Walker

The vote was in favor.

23. **MOTION PERIOD** – There were no motions.

24. **ADJOURNMENT** – The meeting adjourned at approximately 11:48 PM.

Richland County Council Request for Action

Subject:

20-002MA
Tommy Wood
RS-MD to GC (1.46 Acres)
7220 Frost Avenue
TMS # R09402-02-01(p)

Notes:

First Reading: February 25, 2020
Second Reading: March 3, 2020
Third Reading: April 21, 2020 {Tentative}
Public Hearing: February 25, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R09402-02-01 (P) FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) 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 # R09402-02-01 (P) from Residential Single-Family Medium Density District (RS-MD) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2020.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2020.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2020
First Reading: February 25, 2020
Second Reading: March 3, 2020
Third Reading: March 17, 2020

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020

Notes:

First Reading: April 7, 2020

Second Reading: April 21, 2020 {Tentative}

Third Reading: May 5, 2020 {Tentative}

Public Hearing: May 5, 2020

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX, SECTION 23-67, "PAYMENT OF LOCAL HOSPITALITY TAX," BY THE ADDITION OF LANGUAGE TO SUBSECTION (b) THEREOF SO AS TO EXTEND THE DEADLINE FOR REMITTING OUTSTANDING HOSPITALITY TAXES UNTIL JUNE 20, 2020.

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

SECTION I.

WHEREAS, the Coronavirus (COVID-19) constitutes a public health emergency as a disease with no known cure that has resulted in widespread illness and many deaths, disruption of the world economy, and indefinitely altering the day-to-day activities of millions of people as nations search for a cure or a way to prevent its spread; and

WHEREAS, on March 13, 2020, the President of the United States declared that the Coronavirus (COVID-19) outbreak in the United States constitutes a national emergency; and

WHEREAS, since March 11, 2020, the Governor of South Carolina has issued eleven (11) Executive Orders in response to COVID-19, including one on March 31, 2020, directing "Closure of Non-Essential Businesses, Venues, Facilities, Services, and Activities for Public Use to prepare for and respond to the actual, ongoing, and evolving public health threat posed by COVID-19 and to mitigate the significant impacts associated with the same"; and

WHEREAS, on March 27, 2020, the President of the United States declared that a major disaster exists in the State of South Carolina and ordered federal assistance to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic, with an effective date retroactive to January 20, 2020, and continuing; and

WHEREAS, businesses and business owners in Richland County have been and will continue to be especially hard hit by mandatory closings, "stay at home" or "shelter in place" orders or directives, and social distancing which, while beneficial from the standpoint of public health, are devastating to the conduct of business and the provision of services in Richland County;

NOW THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION II. This Amendment shall be known as the Coronavirus (COVID-19) Hospitality Tax Relief Amendment.

SECTION III. The Richland County Code of Ordinances; Chapter 23, Taxation, Article VI, Local Hospitality Tax, Section 23-67, "Payment of Local Hospitality Tax," is amended by the addition of language to subsection (b) thereof so as to extend the deadline for remitting outstanding hospitality taxes until June 20, 2020, to read as follows:

Sec. 23-67. Payment of local hospitality tax.

(a) Payment of the local hospitality tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The county shall promulgate a form of return that shall be utilized by the provider of services to calculate the amount of local hospitality tax collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

(b) The tax provided for in this article must be remitted to the county on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) a month; **provided, however, that notwithstanding any other provision of this article, the deadline for required collectors of local hospitality taxes to remit the tax provided for in this article that are outstanding at the time of the adoption of the Coronavirus (COVID-19) Hospitality Tax Relief Amendment shall be extended until June 20, 2020. Thereafter, the deadline for hospitality tax remittance to the county shall be and shall return to the regular monthly remittance schedule as provided for in this section.**

(c) The provider of services shall remit the local hospitality tax voucher form, a copy of the State of South Carolina sales tax computation form and/or other approved revenue documentation, and the hospitality taxes when due, to the county on the 20th of the month, or on the next business day if the 20th is not a business day.

SECTION IV. 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 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 effective from and after April ____, 2020.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF APRIL, 2020.

Kimberly Williams-Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2018 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2017 National Electric Code (NFPA 70)

Notes:

February 25, 2020 – The committee recommended that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

First Reading: March 3, 2020

Second Reading: April 21, 2020 {Tentative}

Third Reading: May 5, 2020 {Tentative}

Public Hearing: April 7, 2020



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Randy Pruitt, Chief Building Official
Department: Community Planning & Development
Date Prepared: January 06, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Adoption of 2018 Building Codes		

Recommended Action:

Staff recommends that County Council adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Motion Requested:

Move to approve staff's recommendation for County Council to adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no financial impact associated with this request.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the Accessibility Act, S.C. Code Ann. § 10-5-210 et seq. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes per South Carolina Codes Council are as follows:

- 2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
- 2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
- 2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
- 2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
- 2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
- 2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
- 2018 International Swimming Pool and Spa Code
- 2018 International Property Maintenance Code
- 2009 South Carolina Energy Conservation Code
- 2017 National Electrical Code (NFPA 70) with SC modifications
- 2017 ICC/ANSI A117.1 (Accessible and Useable Buildings and Facilities)

Appendices listed per South Carolina Codes Council are listed below

- 2018 South Carolina Residential Code, appendix H (Patio Covers)
- 2018 South Carolina Residential Code, appendix J (Existing Building and Structures)
- 2018 South Carolina Residential Code, appendix Q (Tiny Homes)
- 2018 South Carolina Building Code, appendix H (Signs)

Attachments:

1. 2018 South Carolina Code Adoptions
2. Amended Chapter 6, Richland County Code of Ordinances
 - a. Redline
 - b. Clean



2018 South Carolina Code Adoptions

On August 22, 2018, the South Carolina Building Codes Council approved and adopted codes and appendices, modifications and the latest editions of the mandatory codes referenced in S.C. Code Ann. §6-9-50 (1976, as amended) to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as January 1, 2020.

The adopted modifications and the mandatory codes are as follows:

2018 South Carolina Building Code or the 2018 International Building Code with SC modifications
2018 South Carolina Residential Code or the 2018 International Residential Code with SC modifications
2018 South Carolina Fire Code or the 2018 International Fire Code with SC modifications
2018 South Carolina Plumbing Code or the 2018 International Plumbing Code
2018 South Carolina Mechanical Code or the 2018 International Mechanical Code with SC modifications
2018 South Carolina Fuel Gas Code or the 2018 International Fuel Gas Code with SC modifications
2009 South Carolina Energy Conservation Code
2017 National Electrical Code (NFPA 70) with SC modifications

Print and PDF download versions of the 2018 South Carolina codes are available for pre-order from the [ICC website](#) and will be available in early February 2020.

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

The Building [Energy Efficiency Standards Act](#) is adopted by statute and mandatory for use in all jurisdictions within the state.

Additional information can be found on the South Carolina Building Code Council's [website](#).

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, ~~and specifically including Appendix H (Patio Covers) and J (Existing Buildings) of the 2015 International Residential Code~~, as is all published by the International Code Council, Inc.,. The ~~2015-2018~~ South Carolina Residential Code is the published version of the ~~2015-2018~~ International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the ~~2015-2018~~ South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically ~~including Appendix H~~, as is all published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Building Code is the published version of the ~~2015-2018~~ International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the ~~2015-2018~~ South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the ~~2015-2018~~ edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code. The ~~2015-2018~~ South Carolina Fire Code is the published version of the ~~2015-2018~~ International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the ~~2015-2018~~ edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Fuel/Gas Code is the published version of the ~~2015-2018~~ International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the ~~2015-2018~~ South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Mechanical Code is the published version of the ~~2015-2018~~ International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the ~~2015-2018~~ edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the ~~2015-2018~~ South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The ~~2015-2018~~ South Carolina Plumbing Code is the published version of the ~~2015-2018~~ International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the ~~2015-2018~~ edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2014-2017 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2015-2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2015-2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2015-2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____

Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley
Assistant 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:

DRAFT

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2018 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2017 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2018 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2020; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

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Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the 2018 South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, as is all published by the International Code Council, Inc.. The 2018 South Carolina Residential Code is the published version of the 2018 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the 2018 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, and specifically, as is all published by the International Code Council, Inc. The 2018 South Carolina Building Code is the published version of the 2018 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2018 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The

2018 South Carolina Existing Building Code is the published version of the 2015 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the 2018 edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the 2018 edition of the South Carolina Residential Code. The 2018 South Carolina Fire Code is the published version of the 2018 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the 2018 edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the 2018 edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2018 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Fuel/Gas Code is the published version of the 2018 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2018 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2018 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Mechanical Code is the published version of the 2018 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2018 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2018 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2018 South Carolina Plumbing Code is the published version of the 2018 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2018 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2017 edition of the National

Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2018 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2018 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2018 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2020.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley

Assistant 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:

DRAFT

Richland County Council Request for Action

Subject:

A Resolution Authorizing the Administration by the County of certain grant funds from the South Carolina Department of Commerce

Notes:

This resolution authorizes the County to administer certain grants that have been given by the Coordinating Council/Department of Commerce for Project Virgo and Call4Health. The approval of this resolution allows the grants to move forward and the companies to begin their expansions/improvements and seek reimbursement for the expenditures from the available grant funds.

A RESOLUTION AUTHORIZING THE ADMINISTRATION BY THE COUNTY OF CERTAIN GRANT FUNDS FROM THE SOUTH CAROLINA DEPARTMENT OF COMMERCE

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, Call4Health (“Call4Health”), a company providing call center operations for healthcare facilities through the United States, desires to locate certain of its operations in the County and anticipates that it will create approximately 275 new jobs in connection with the location of its operations in the County;

WHEREAS, a technology consulting company known to the County at this time as Project Virgo (together with Call4Health, “Companies,” each a “Company”) desires to expand its operations in the County and anticipates that it will create 150 new jobs in connection with the expansion of its operations in the County;

WHEREAS, Call4Health and Project Virgo each applied to the South Carolina Department of Commerce or the Coordinating Council for Economic Development, which is administered by the South Carolina Department of Commerce (collectively, “Commerce”) for grant funds (“Funds”) to pay for certain of the respective capital improvement the Companies will make in connection with the respective location and expansion of their operations in the County;

WHEREAS, based on the information provided by the Companies in their respective applications, Commerce has determined to make a grant to each Company;

WHEREAS, Commerce requires the County to administer the Funds on Commerce’s behalf and has requested the County enter into one or more agreements (“Agreements”) with Commerce and each Company setting forth the terms and conditions of the disbursement of the Funds to each Company; and

WHEREAS, to promote the economic development of the County and the creation of job opportunities in the County, the County desires to enter into the Agreements for the purpose of administering the Funds to the Companies on behalf of Commerce.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

Section 1. *Grant Administration; Execution of Agreements.* The County is authorized to execute and deliver the Agreements and perform its obligations thereunder, including, specifically, disbursing the Funds on behalf of Commerce pursuant to the terms of the Agreements. The Chairman of County Council (“Chair”), the County Administrator and the Director of Economic Development, or their designees (each an “Authorized Official”), are each authorized to execute and deliver on behalf of and in the name of the County the Agreements and such further documents as may be necessary to administer and disburse the Funds.

Section 2. *Ratification of Prior Acts; Further Assurances.* Any action of any Authorized Official taken on behalf of or in the name of the County in connection with the application for or receipt or administration of the Funds prior to the date of this Resolution are confirmed, ratified and approved. County Council further authorizes the Authorized Officials and various other County officials and staff, acting at the direction of an Authorized Official, as appropriate, to take whatever further action and to draft, execute, deliver and post whatever further documents as may be appropriate to effect the intent of this Resolution.

Section 3. *Savings Clause.* If any portion of this Resolution is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. *General Repealer.* Any prior resolution or order, the terms of which are in conflict with this Resolution, is, only to the extent of such conflict, hereby repealed.

Section 5. *Effectiveness.* This Resolution is effective after its approval by County Council.

Adopted the _____ day of April, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina

Richland County Council Request for Action

Subject:

A Resolution Authorizing the extension of an Option Agreement between Richland County, South Carolina and Garners Ferry Development Company and other matters related thereto

Notes:

This resolution authorizes the extension of an option that the County has on certain real property located in the County. The option is expiring and the extension needs to be approved to maintain the County's position. The approval of the resolution allows the County to enter into the Modification of the Option Agreement which memorializes the extension.

**A RESOLUTION AUTHORIZING THE EXTENSION OF AN
OPTION AGREEMENT BETWEEN RICHLAND COUNTY,
SOUTH CAROLINA AND GARNERS FERRY DEVELOPMENT
COMPANY AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts and to acquire interests in property;

WHEREAS, the County previously executed an option agreement (“Agreement”) with Garners Ferry Development Company (“Company”), pursuant to which the County purchased an option (“Option”) to acquire certain property located in the County and owned by the Company and more particularly identified with tax map numbers 18900-01-01 and a portion of 18900-02-001; and

WHEREAS, the County and the Company desire to extend the term of the Option through April 13, 2022; and

WHEREAS, the County and the Company have prepared a Modification of Option Agreement (“Modification”) to reflect the extension of the term of the Option;

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

1. The extension of the term of the Option is approved and the County is authorized to enter into the Modification. The Administrator (“Administrator”) or the Chairman of County Council (“Chair”) are authorized and directed to execute the Modification in the name of and on behalf of the County.
2. The Chair and the Administrator are each authorized to take all further action as may be reasonably necessary to effect the extension of the Option and the terms of the Modification and to make a proper record thereof in the real property records of the County.
3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.
4. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

DONE AND PASSED this 21st day of April, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, Richland County Council

ATTEST:

Clerk, Richland County Council

Richland County Council Request for Action

Subject:

Consenting to the partial assignment and assumption of a fee in lieu of tax and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters

Notes:

Provides the County's consent to the partial assignment of the Fee Agreement and Infrastructure Credit Agreement the County has with Pure Power. The real property portion of the project that is covered by these incentive agreements is to be transferred to a third party. To maintain the incentives on the real property, the County must consent to the assignment. The completion of the underlying business transaction is halted until the County provides its consent. The terms of the incentive agreements and the statute permit the County to provide the requested consent.

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

**CONSENTING TO THE PARTIAL ASSIGNMENT AND ASSUMPTION
OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT FROM PPT
REAL ESTATE ENTERPRISES, L.P. TO STAG INDUSTRIAL
HOLDINGS, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County and Pure Power Technologies, Inc. (as successor in interest to Pure Power Technologies, LLC, as consented to by the County pursuant to a resolution adopted by the County dated June 21, 2016, a copy of which is attached hereto as Exhibit A) (“PPT Inc.”) negotiated a Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (as amended, restated, supplemented, modified and assigned, the “FILOT Agreement”), pursuant to which PPT Inc. committed to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial development project in the County (collectively, the “Project”);

WHEREAS, PPT Inc. conveyed a portion of the Project comprised solely of the land and buildings located at the Project to PPT Real Estate Enterprises, L.P. (as partial successor in interest to PPT Inc.) (the “Company”) effective April 11, 2019, and the Company became successor-in-interest to PPT Inc. under the FILOT Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Fee in Lieu of Tax and Incentive Agreement between PPT Inc. and the Company, a copy of which is attached hereto as Exhibit B (the “2019 Assignment”);

WHEREAS, the Company has contracted to convey to STAG Industrial Holdings, LLC (or to one or more Affiliates, as defined below) (the “Transferee”) the land and buildings owned by the Company comprising the Project (the “Transferred Property”), subject to the FILOT Agreement;

WHEREAS, the Company, the Transferee and the County with the signed acknowledgment of PPT Inc. desire to enter into that certain Partial Assignment and Assumption of FILOT Agreement (the “Assignment”), the form of which is attached as Exhibit C (the “2020 Assignment”), wherein and whereby the Company will assign all of its right, title, interest and obligations under the FILOT Agreement to the Transferee (or to one or more Affiliates, as defined below), as they relate to the Transferred Property, and the Transferee (or one or more Affiliates) will assume such right, title, interest and obligations under the

FILOT Agreement from the Company, subject to the terms of such Assignment, as they relate to the Transferred Property;

WHEREAS, the Company and the Transferee have requested that the County authorize, approve, and consent to such conveyance of the Transferred Property and the 2020 Assignment in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the Code, including the transfer of the Transferred Property to Transferee (or to one or more Affiliates).

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

Section 1. *Definitions.* For purposes of this Resolution, the term “Affiliate(s)” shall mean, with respect to any entity, an entity that is controlled by, owned directly or indirectly and in whole or in part by, or under common control with, such entity.

Section 2. *Statutory Findings.* Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to continue to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project continues to give rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and

(c) The purposes to be accomplished by the Project continue to be proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 3. *Approval of the Assignment; Authorization to Execute and Deliver the Assignment; Ratification of FILOT Agreement.* The form, terms and provisions of the 2020 Assignment that is before this meeting are approved and all of the Assignment’s terms and conditions are incorporated in this resolution (“Resolution”) by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Assignment 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 Assignment and to deliver the Assignment to the Company and the Transferee. To the best knowledge of the County, based solely on information provided by the Company and the Transferee and without independent investigation, the County acknowledges and agrees that, as of the time immediately prior to the effectiveness of the 2020 Assignment, the FILOT Agreement is in full force and effect, there are no existing defaults under the FILOT Agreement, and the FILOT Agreement is hereby ratified by the County in all respects.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Resolution and the Assignment.

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

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Resolution is effective immediately upon approval by the Council following reading before Council.

Executed this 21st day of April, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

Exhibit A

Resolution of County Council – June 21, 2016

See attached

A RESOLUTION CONSENTING TO AND RATIFYING THE ASSIGNMENT BY NAVISTAR, INC. AND NAVISTAR COMPONENT HOLDINGS, LLC TO PURE POWER TECHNOLOGIES, INC. OF CERTAIN PROPERTY TAX INCENTIVE AGREEMENTS AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Title 4, Chapters 1 and 12 and Title 4, Chapter 29, Section 68, Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”) entered into an Infrastructure Credit and Incentive Agreement, dated as of July 1, 2010 (“Credit Agreement”), with Navistar, Inc. (“Navistar”) and Pure Power Technologies, LLC, now known as Navistar Component Holdings, LLC (“Component Holdings,” together with Navistar, “Assignor”);

WHEREAS, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, the County and Component Holdings entered into a Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (“Fee Agreement” together with the Credit Agreement, “Agreements”);

WHEREAS, pursuant to the Agreements, Assignor may assign or otherwise transfer the Project, as defined in the Agreements, and any or all of Assignor’s rights and interests in and obligations under the Agreements with the consent of or ratification by the County of any such assignment;

WHEREAS, on or about January 29, 2016, Assignor sold substantially all of its assets, including the Project, to Pure Power Technologies, Inc. (“Assignee”) and assigned Assignor’s rights and interests in and obligations under the Agreements to Assignee;

WHEREAS, Assignor and Assignee desire to obtain the County’s (i) acknowledgement of receipt of notice of the sale of the Project, and (ii) consent and ratification of the assignment of the Agreements by Assignor to Assignee.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina (the “County Council”), as follows:

SECTION 1. The County Council hereby acknowledges receipt of notice of the sale of the Project from Assignor to Assignee.

SECTION 2. For purposes of complying with the provisions of the Agreements relating to ratification of the assignment of the Agreements only, County Council consents to and ratifies Assignor’s assignment in and to the Agreements to Assignee as of January 29, 2016. This consent and ratification shall not be construed as a (i) warrant or guaranty of receipt by Assignee of any benefits under the Agreements, (ii) waiver of default, if any, or (iii) release of Assignor or Assignee from any payment obligations arising and outstanding under the Agreements.

SECTION 3. The County Administrator or the County’s Director of Economic Development, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or appropriate in connection with this Resolution to evidence the County’s acknowledgement, the consent and ratification as described in this Resolution.

SECTION 4. Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

SECTION 5. This Resolution is effective on adoption by County Council.

DONE in a meeting duly assembled this 21st day of June, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: 
Richland County Chairman

Attest:



Asst. Clerk to County Council
Richland County, South Carolina

Exhibit B
2019 Assignment

See attached

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF FILOT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FILOT AGREEMENT (this “Assignment Agreement”) is made and entered into as of the 11th day of April, 2019 (the “Effective Date”), by and between Pure Power Technologies, Inc., a Delaware corporation (“Assignor”), and PPT Real Estate Enterprises, L.P., a Delaware limited partnership (“Assignee”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“PPT LLC”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (as amended, restated, supplemented, modified and assigned, the “FILOT Agreement”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC’s right, title and interest in the FILOT Agreement were assigned to Assignor in connection with the sale of substantially all of PPT LLC’s assets to Assignor, which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016; and

WHEREAS, Assignor has conveyed a portion of the Project (as defined in the FILOT Agreement) consisting of the land and buildings located at the Project to Assignee (collectively, the “**Transferred Property**”) pursuant to that certain Purchase and Sale Agreement by and between Assignor and Assignee, dated April 11, 2019 (such purchase and sale transaction, the “**Sale-Lease Back Transaction**”); and

WHEREAS, pursuant to Section 6.01 of the FILOT Agreement, the County has consented to the transfer of the rights, title, interest and obligations of Assignor under the FILOT Agreement to Assignee in connection with the Sale-Lease Back Transaction as set forth herein; and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the FILOT Agreement with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the FILOT Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the FILOT Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of FILOT Agreement**”).

2. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

PPT Real Estate Enterprises, L.P.
76 Okeechobee West
Santa Rosa Beach, FL 32459
Attention: Julian Ameler
Telephone: +44 20 3955 7403

3. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

4. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

5. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

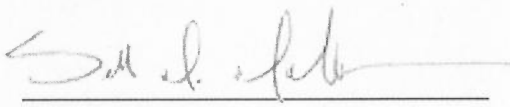
6. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: 

Name: Seth H. Hollander

Title: Director

ASSIGNEE:

PPT REAL ESTATE ENTERPRISES, L.P., a
Delaware limited partnership

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

PPT REAL ESTATE ENTERPRISES, L.P., a
Delaware limited partnership


By:  _____
Name: Julian Ameler
Title: Director

Exhibit A to Partial Assignment and Assumption of FILOT Agreement

Copy of FILOT Agreement

[to be attached]

Exhibit C
Form of 2020 Assignment

See attached

NPGVL1:1860632.1-DRFT-(JWARREN) 059575-00011

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF FILOT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FILOT AGREEMENT (this “**Assignment Agreement**”) is made and entered into as of the ___ day of April, 2020 (the “**Effective Date**”), by and among PPT Real Estate Enterprises, L.P., a Delaware limited partnership (“**Assignor**”), STAG Industrial Holdings, LLC, a Delaware limited liability company (“**Assignee**”) and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“**PPT LLC**”), and the County entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (as amended, restated, supplemented, modified and assigned, the “**FILOT Agreement**”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC’s right, title and interest in the FILOT Agreement were assigned to Pure Power Technologies, Inc. (“**PPT Inc.**”) in connection with the sale of substantially all of PPT LLC’s assets to PPT Inc., which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016, a true and correct copy of which is attached as Exhibit B; and

WHEREAS, PPT Inc.’s right title and interest in the FILOT Agreement solely with respect to the land and buildings located at the Project (as defined in the FILOT Agreement) were assigned to Assignor effective April 11, 2019, which assignment was approved, consented to and ratified by the County pursuant to a resolution adopted by County Council on April ___, 2020, a true and correct copy of which is attached hereto as Exhibit C; and

WHEREAS, Assignor has previously contracted to convey a portion of the Project (as defined in the FILOT Agreement) consisting of the land and buildings located at the Project (collectively, the “**Transferred Property**”) to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the FILOT Agreement with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property; and

WHEREAS, the County has also authorized, approved and consented to this Assignment Agreement via the Resolution.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the FILOT Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the FILOT Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of FILOT Agreement**”).

2. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively,

“Claims”) that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement (as such relate to the Transferred Property), provided that any such obligation accrued and that such failure occurred prior to the Effective Date, regardless of when the same are discovered or asserted. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement (as such relate to the Transferred Property), provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the FILOT Agreement on or after the Effective Date (in each case, as such relate to the Transferred Property).

3. Representations and Warranties by Assignor and County.

- (a) Assignor hereby represents and warrants to Assignee that neither the Assignor nor the Transferred Property is in default under the FILOT Agreement and that all requirements of Assignor under the FILOT Agreement (including any requirements to make and maintain investment at the Project) have been satisfied as of the Effective Date.
- (b) Assignor hereby represents and warrants to Assignee that, to the best of Assignor’s knowledge, PPT Inc. is not in default under the FILOT Agreement and that, to the best of Assignor’s knowledge, all requirements of PPT Inc. under the FILOT Agreement (including any requirements to make and maintain investment at the Project) have been satisfied as of the Effective Date.
- (c) The County hereby represents that, to the best of the County’s knowledge based solely on information Assignor and Assignee have provided to the County without further independent investigation, neither Assignor nor the Transferred Property is in default under the FILOT Agreement.

4. Release. The County hereby releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the FILOT Agreement with respect to the Transferred Property, accruing on or after 12:00 a.m. on the Effective Date, except with respect to the payment of Negotiated FILOT payments (as defined in the FILOT Agreement), payments in lieu of taxes *ad valorem* taxes or other amounts due with respect to the Transferred Property (collectively “**Amounts**”), which the County specifically does not release Assignor from the obligation for the payment thereof until the County has received such Amounts due through the Effective Date or for the property tax year in which the Assignment and Assumption of FILOT Agreement occurs. Nothing contained in this Section 5 shall release Assignor from any other duties, obligations, or liabilities under the FILOT Agreement.

5. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

STAG Industrial Holdings, LLC
One Federal Street, 23rd Floor
Boston, MA 02110
Attention: General Counsel

6. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

PPT REAL ESTATE ENTERPRISES, L.P., a
Delaware limited partnership

By: _____
Name: _____
Title: _____

ASSIGNEE:

STAG INDUSTRIAL HOLDINGS, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the County has consented to the partial assignment and assumption of FILOT Agreement as contemplated by this Assignment Agreement and has approved and authorized this Assignment Agreement by the signature of its authorized representative below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

IN WITNESS WHEREOF, PPT Inc. acknowledges the foregoing Assignment and Assumption of FILOT Agreement.

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A to Partial Assignment and Assumption of FILOT Agreement

Copy of FILOT Agreement

See attached

Exhibit B to Partial Assignment and Assumption of FILOT Agreement

Copy of County Resolution dated June 21, 2016 re: Consent to Assignment and Assumption of FILOT Agreement between PPT LLC, as Assignor, and PPT Inc., as Assignee

See attached

Exhibit C to Partial Assignment and Assumption of FILOT Agreement

Copy of County Resolution dated April ____, 2020

See attached

Richland County Council Request for Action

Subject:

Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from Pure Power Technologies, Inc. to PPT Real Estate Enterprises, L.P.; authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from PPT Real Estate Enterprises, L.P. to Stag Industrial Holdings, LLC; and other related matters

Notes:

Provides the County's consent to the partial assignment of the Fee Agreement and Infrastructure Credit Agreement the County has with Pure Power. The real property portion of the project that is covered by these incentive agreements is to be transferred to a third party. To maintain the incentives on the real property, the County must consent to the assignment. The completion of the underlying business transaction is halted until the County provides its consent. The terms of the incentive agreements and the statute permit the County to provide the requested consent.

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

AUTHORIZING, APPROVING, RATIFYING AND CONSENTING TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF AN INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT FROM PURE POWER TECHNOLOGIES, INC. TO PPT REAL ESTATE ENTERPRISES, L.P.; AUTHORIZING, APPROVING, RATIFYING AND CONSENTING TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF AN INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT FROM PPT REAL ESTATE ENTERPRISES, L.P. TO STAG INDUSTRIAL HOLDINGS, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (“Act”), to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the Act and MCIP Act, the County and Pure Power Technologies, Inc. (as successor in interest to Pure Power Technologies, LLC and Navistar, Inc., as consented to by the County pursuant to a resolution dated June 21, 2016, a copy of which is attached hereto as Exhibit A (“PPT Inc.”) are parties to that certain Infrastructure Credit and Incentive Agreement effective as of July 1, 2010 (as amended, restated, supplemented, modified and assigned, the “Infrastructure Credit Agreement”), pursuant to which PPT Inc. committed to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial development project in the County (collectively, the “Project”);

WHEREAS, PPT Inc. conveyed a portion of the Project comprised solely of the land and buildings located at the Project to PPT Real Estate Enterprises, L.P. (the “Company”) effective April 11, 2019, and the Company became successor-in-interest to PPT Inc. under the Infrastructure Credit Agreement solely with respect to such conveyed property pursuant to a Partial Assignment and Assumption of Infrastructure Credit and Incentive Agreement effective April 11, 2019 between PPT Inc. and the Company, a copy of which is attached hereto as Exhibit B (the “2019 Assignment”);

WHEREAS, the Company has contracted to convey to STAG Industrial Holdings, LLC (or to one or more Affiliates, as defined below) (the “Transferee”) the land and buildings owned by the Company comprising the Project (the “Transferred Property”) and the Transferred Property is subject to the Infrastructure Credit Agreement (the “Transferred Property”);

WHEREAS, the Company, the Transferee and the County desire to enter into that certain Partial Assignment and Assumption of Infrastructure Credit and Incentive Agreement in the form attached hereto

as Exhibit C (the “2020 Assignment”), wherein and whereby the Company shall assign all of its right, title, interest and obligations under the Infrastructure Credit Agreement to the Transferee (or to one or more Affiliates, as defined below), as they relate to the Transferred Property, and the Transferee (or one or more Affiliates) shall assume such right, title, interest and obligations under the Infrastructure Credit Agreement from the Company, subject to the terms of such Assignment, as they relate to the Transferred Property;

WHEREAS, the Company and the Transferee have requested that the County: (i) authorize, approve, ratify and consent to the April 2019 conveyance of the Transferred Property to the Company and the 2019 Assignment; and (ii) authorize, approve, ratify and consent to the conveyance of the Transferred Property to the Transferee (or to one or more Affiliates) and the 2020 Assignment, each in accordance with the provisions of the Infrastructure Credit Agreement.

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

Section 1. *Definitions.* For purposes of this Resolution, the term “Affiliate(s)” shall mean, with respect to any entity, an entity that is controlled by, owned directly or indirectly and in whole or in part by, or under common control with, such entity.

Section 2. *Statutory Findings.* Based on information supplied to the County by the Company, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to continue to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project continues to give rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and

(c) The purposes to be accomplished by the Project continue to be proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 3. *Approval of the Assignments; Authorization to Execute and Deliver the Assignments; Ratification of Infrastructure Credit Agreement.* The form, terms and provisions of the 2019 Assignment and 2020 Assignment that are before this meeting are approved and all of the 2019 Assignment’s and 2020 Assignment’s terms and conditions are incorporated in this resolution (“Resolution”) by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the 2019 Assignment and 2020 Assignment 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 2019 Assignment and 2020 Assignment and to deliver each of the 2019 Assignment and 2020 Assignment to the respective parties thereto. The County acknowledges and agrees that, as of the time immediately prior to the effectiveness of the 2020 Assignment, the Infrastructure Credit Agreement is in full force and effect, there are no existing defaults under the Infrastructure Credit Agreement, and the Infrastructure Credit Agreement is hereby ratified by the County in all respects.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Resolution, the 2019 Assignment and the 2020 Assignment.

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

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Resolution is effective immediately upon approval by the Council following reading before Council.

Executed this 21st day of April, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

Exhibit A

**Copy of County Resolution approving Assignment of Infrastructure Credit Agreement by
and between Pure Power Technologies, LLC and Navistar, Inc., collectively as Assignor,
and Pure Power Technologies, Inc., as Assignee**

See attached

A RESOLUTION CONSENTING TO AND RATIFYING THE ASSIGNMENT BY NAVISTAR, INC. AND NAVISTAR COMPONENT HOLDINGS, LLC TO PURE POWER TECHNOLOGIES, INC. OF CERTAIN PROPERTY TAX INCENTIVE AGREEMENTS AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Title 4, Chapters 1 and 12 and Title 4, Chapter 29, Section 68, Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”) entered into an Infrastructure Credit and Incentive Agreement, dated as of July 1, 2010 (“Credit Agreement”), with Navistar, Inc. (“Navistar”) and Pure Power Technologies, LLC, now known as Navistar Component Holdings, LLC (“Component Holdings,” together with Navistar, “Assignor”);

WHEREAS, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, the County and Component Holdings entered into a Fee in Lieu of Tax and Incentive Agreement dated as of October 30, 2011 (“Fee Agreement” together with the Credit Agreement, “Agreements”);

WHEREAS, pursuant to the Agreements, Assignor may assign or otherwise transfer the Project, as defined in the Agreements, and any or all of Assignor’s rights and interests in and obligations under the Agreements with the consent of or ratification by the County of any such assignment;

WHEREAS, on or about January 29, 2016, Assignor sold substantially all of its assets, including the Project, to Pure Power Technologies, Inc. (“Assignee”) and assigned Assignor’s rights and interests in and obligations under the Agreements to Assignee;

WHEREAS, Assignor and Assignee desire to obtain the County’s (i) acknowledgement of receipt of notice of the sale of the Project, and (ii) consent and ratification of the assignment of the Agreements by Assignor to Assignee.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina (the “County Council”), as follows:

SECTION 1. The County Council hereby acknowledges receipt of notice of the sale of the Project from Assignor to Assignee.

SECTION 2. For purposes of complying with the provisions of the Agreements relating to ratification of the assignment of the Agreements only, County Council consents to and ratifies Assignor’s assignment in and to the Agreements to Assignee as of January 29, 2016. This consent and ratification shall not be construed as a (i) warrant or guaranty of receipt by Assignee of any benefits under the Agreements, (ii) waiver of default, if any, or (iii) release of Assignor or Assignee from any payment obligations arising and outstanding under the Agreements.


SECTION 3. The County Administrator or the County’s Director of Economic Development, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or appropriate in connection with this Resolution to evidence the County’s acknowledgement, the consent and ratification as described in this Resolution.

SECTION 4. Any resolution or other order of County Council, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

SECTION 5. This Resolution is effective on adoption by County Council.

DONE in a meeting duly assembled this 21st day of June, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: 
Richland County Chairman

Attest:



Asst. Clerk to County Council
Richland County, South Carolina

Exhibit B

2019 Partial Assignment of Infrastructure Credit Agreement by and between Pure Power Technologies, Inc., as Assignor, and PPT Real Estate Enterprises, L.P., as Assignee

See attached

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT (this “**Assignment Agreement**”) is made and entered into as of the 11th day of April, 2019 (the “**Effective Date**”), by and between Pure Power Technologies, Inc., a Delaware corporation (“**Assignor**”), and PPT Real Estate Enterprises, L.P., a Delaware limited partnership (“**Assignee**”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“**PPT LLC**”), and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”), entered into that certain Infrastructure Credit and Incentive Agreement by and among PPT LLC, Navistar, Inc. and the County, dated as of July 1, 2010 (as amended, restated, supplemented, modified and assigned, the “**Infrastructure Credit Agreement**”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC’s right, title and interest in the Infrastructure Credit Agreement were assigned to Assignor in connection with the sale of substantially all of PPT LLC’s assets to Assignor, which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016; and

WHEREAS, Assignor has conveyed a portion of the Project (as defined in the Infrastructure Credit Agreement) consisting of land and buildings located at the Project to Assignee (collectively, the “**Transferred Property**”) pursuant to that certain Purchase and Sale Agreement by and between Assignor and Assignee, dated April 11, 2019 (such purchase and sale transaction, the “**Sale-Lease Back Transaction**”); and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the Infrastructure Credit Agreement with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property.

WHEREAS, the County has authorized, approved and consented to (or will authorize, approve and consent to) the assignment of the Infrastructure Credit Agreement via Resolution of its County Council.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Infrastructure Credit Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the Infrastructure Credit Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the Infrastructure Credit Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of Infrastructure Credit Agreement**”).

2. Notices. From and after the Effective Date, all notices delivered pursuant to the Infrastructure Credit Agreement shall also be delivered to Assignee at the following addresses:

PPT Real Estate Enterprises, L.P.
76 Okeechobee West
Santa Rosa Beach, FL 32459
Attention: Julian Ameler
Telephone: +44 20 3955 7403

3. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

4. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

5. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

PPT REAL ESTATE ENTERPRISES, L.P., a
Delaware limited partnership

By: _____
Name: _____
Title: _____

Exhibit A to Partial Assignment and Assumption of Infrastructure Credit Agreement

Copy of Infrastructure Credit Agreement

[to be attached]

Exhibit C

**Form of 2020 Partial Assignment of Infrastructure Credit Agreement by and between PPT
Real Estate Enterprises, L.P., as Assignor, and STAG Industrial Holdings, LLC, as
Assignee**

See attached

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT (this “**Assignment Agreement**”) is made and entered into as of the ___ day of April, 2020 (the “**Effective Date**”), by and among PPT Real Estate Enterprises, L.P., a Delaware limited partnership (“**Assignor**”), STAG Industrial Holdings, LLC, a Delaware limited liability company (“**Assignee**”) and Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”).

WITNESSETH:

WHEREAS, Pure Power Technologies, LLC, a Delaware limited liability company (“**PPT LLC**”), Navistar, Inc. (“**Navistar**”) and the County entered into that certain Infrastructure Credit and Incentive Agreement dated as of July 1, 2010 (as amended, restated, supplemented, modified and assigned, the “**Infrastructure Credit Agreement**”), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, PPT LLC’s and Navistar’s right, title and interest in the Infrastructure Credit Agreement were assigned to Pure Power Technologies, Inc. (“**PPT Inc.**”) in connection with the sale of substantially all of PPT LLC’s assets to PPT Inc., which assignment was ratified by the County by a Resolution of County Council dated June 21, 2016, a true and correct copy of which is attached as Exhibit B; and

WHEREAS, PPT Inc.’s right title and interest in the Infrastructure Credit Agreement solely with respect to the land and buildings located at the Project (as defined in the Infrastructure Credit Agreement) were assigned to Assignor effective April 11, 2019, which assignment was approved, consented to and ratified by the County pursuant to the certain resolution adopted by the County Council on April ____, 2020, a true and correct copy of which is attached as Exhibit C (the “**Resolution**”) in accordance with terms of the Infrastructure Credit Agreement; and

WHEREAS, Assignor has previously contracted to convey a portion of the Project (as defined in the Infrastructure Credit Agreement) consisting of land and buildings located at the Project (collectively, the “**Transferred Property**”) to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its obligations, rights, title and interest in and to the Infrastructure Credit Agreement, with respect to the Transferred Property, and Assignee desires to assume all obligations, rights, title and interest of Assignor thereunder, with respect to the Transferred Property; and

WHEREAS, the County has also authorized, approved and consented to this Assignment Agreement via the Resolution.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Infrastructure Credit Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor’s right, title, interest and obligations under the Infrastructure Credit Agreement, solely with respect to the Transferred Property, and Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the Infrastructure Credit

Agreement, solely with respect to the Transferred Property (“**Assignment and Assumption of Infrastructure Credit Agreement**”).

2. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities (collectively, “Claims”) that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the Infrastructure Credit Agreement (as such relate to the Transferred Property), provided that any such obligation accrued and that such failure occurred prior to the Effective Date, regardless of when the same are discovered or asserted. Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all Claims that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the Infrastructure Credit Agreement as such related solely to the Transferred Property, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the Infrastructure Credit Agreement on or after the Effective Date (in each case, as such relate to the Transferred Property).

3. Representations and Warranties by Assignor and County.

- (a) Assignor hereby represents and warrants to Assignee that neither the Assignor nor the Transferred Property is in default under the Infrastructure Credit Agreement and that all requirements of Assignor under the Infrastructure Credit Agreement (including any requirements to make and maintain investment and employment at the Project) have been satisfied as of the Effective Date.
- (b) Assignor hereby represents and warrants to Assignee that, to the best of Assignor’s knowledge, PPT Inc. is not in default under the Infrastructure Credit Agreement, and that, to best of Assignor’s knowledge, all requirements of PPT Inc. under the Infrastructure Credit Agreement (including the requirements to make and maintain investment and employment at the Project) have been satisfied as of the Effective Date.
- (c) The County hereby represents that, to the best of the County’s knowledge based solely on information Assignor and Assignee have provided to the County without further independent investigation, neither Assignor nor the Transferred Property is in default under the Infrastructure Credit Agreement.
- (d) The County hereby represents that PPT Inc. and the Assignor were recently in default under the Infrastructure Credit Agreement for failure to satisfy the Minimum Employment Requirement (as such term is defined in the Infrastructure Credit Agreement) and of the Minimum Investment Requirement (as such term is defined in the Infrastructure Credit Agreement) and that the default was cured by PPT Inc. making a Reimbursement Payment (as such term is defined in the Infrastructure Credit Agreement) to the County in the amount of \$39,877.00 (the “**Reimbursement Payment Cure Amount**”) to cure such default in full settlement of all monies owed to the County under the Infrastructure Credit Agreement prior to the Effective Date. The County hereby acknowledges that prior to the Effective Date the County has received payment in full of the Reimbursement Payment Cure Amount from PPT Inc. The resolution and full settlement of this default is evidenced by a letter agreement between PPT Inc. and the County dated _____, 2020, a copy of which is attached hereto as Exhibit E, and the County represents that the Infrastructure Credit Agreement is in full force and effect.

4. Release. The County hereby releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the Infrastructure Credit Agreement with respect to the Transferred Property, accruing on or after 12:00 a.m. on the Effective Date, except with respect to the payment of Richland Fee Payments (as defined in the Infrastructure Credit Agreement), payments in lieu of taxes, *ad valorem* taxes or other amounts due with respect to the Transferred Property (collectively, “**Amounts**”), which the County specifically does not release Assignor from the obligation for the payment thereof until the County has received such Amounts due through the Effective Date or for the property tax year in which the Assignment and Assumption of Infrastructure Credit Agreement occurs. Nothing contained in this Section 5 shall release Assignor from any other duties, obligations, or liabilities under the Infrastructure Credit Agreement.

5. Notices. From and after the Effective Date, all notices delivered pursuant to the Infrastructure Credit Agreement shall also be delivered to Assignee at the following addresses:

STAG Industrial Holdings, LLC
One Federal Street, 23rd Floor
Boston, MA 02110
Attention: General Counsel

6. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

PPT REAL ESTATE ENTERPRISES, L.P., a
Delaware limited partnership

By: _____
Name: _____
Title: _____

ASSIGNEE:

STAG INDUSTRIAL HOLDINGS, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the County has consented to the partial assignment and assumption of Infrastructure Credit Agreement as contemplated by this Assignment Agreement and has approved and authorized this Assignment Agreement by the signature of its authorized representative below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name:
Title:

ATTEST:

Name:
Title:

IN WITNESS WHEREOF, PPT Inc. acknowledges the foregoing Assignment and Assumption of Infrastructure Credit Agreement.

PURE POWER TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A to Partial Assignment and Assumption of Infrastructure Credit Agreement

Copy of Infrastructure Credit Agreement

See attached

Exhibit B to Partial Assignment and Assumption of Infrastructure Credit Agreement

Copy of County Resolution adopted June 21, 2016

See attached

Exhibit C to Partial Assignment and Assumption of Infrastructure Credit Agreement

Copy of County Resolution adopted April __, 2020

See attached

Exhibit D to Partial Assignment and Assumption of Infrastructure Credit Agreement
Copy of Letter Agreement between County and PPT Inc. re: Settlement of Reimbursement
Payment

See attached

NPGVL1:1860274.1



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael J. Maloney, PE, DPW and prior work by Christopher S. Eversmann, PE,
Interim Director of Public Works
Department: Public Works
Date Prepared: Nov 19, 2019 **March 4, 2020** **Meeting Date:** December 3, 2019

Legal Review		Date:	
Budget Review		Date:	
Finance Review		Date:	
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator		

Committee

Subject: Comprehensive Road Maintenance Program with Subdivision Abandoned Paved Road Relief

Recommended Action:

Approve the proposed Comprehensive Road Maintenance Program, with Subdivision Abandoned Paved Road Relief Program as presented in the attachment. Bringing in these privately held road right of ways is step one of the process:

- 1. Obtain Road Right of Way of abandoned roads to bring these roads into the County Maintenance System**
 - a. Utilize County Staff for survey and documentation
 - b. Utilize County Legal
 - c. Utilize County Register of Deeds
 - d. Schedule: begin 4-6-20, estimated completion 11-15-20
 - e. Provide progress updates each month utilizing ease of transfer table previously prepared by County Engineering
- 2. The Subsequent Steps 2 thru 4 will be presented during a Council working session.**

Motion Requested:

"I move that Richland County Council direct County Staff to implement a plan, as briefed herein, by which 93 subdivision paved roads and road segments be brought into the **County Road Maintenance System** through the voluntary donation of necessary Right-of-Way for maintenance and eventual upgrade, as resources permit, to County standards per the **Comprehensive Road Maintenance Plan**. Any future request to obtain any of these roads by purchase or the exercise of eminent domain must be separately considered by County Council."

Request for Council Reconsideration: No

Fiscal Impact:

The proposed primary funding sources for the construction improvement phase work of this program would will be grants provided by the County Transportation Committee (CTC), and Road Maintenance Fund.

Maintenance would **will** be paid for from the Roads & Drainage Maintenance Division operating budget.

Motion of Origin:

This request was based on the following County Council motion:

Council Member	Malinowski / Dickerson
Meeting	County Council (Special Called)
Date	September 17, 2019

Discussion: Most recently, this issue was discussed at the County Council’s meeting on September 17, 2019 when County Engineer Staley presented a prioritization plan by which these roads and road segments were prioritized based on:

- Condition (based on a cost-per-foot to repair cost);
- Number of residences served;
- Relative ease by which Right-of-Way (the required first step in any process) can be obtained.

The consensus of the County Council was to return to County Council in Early December with a presentation that addresses:

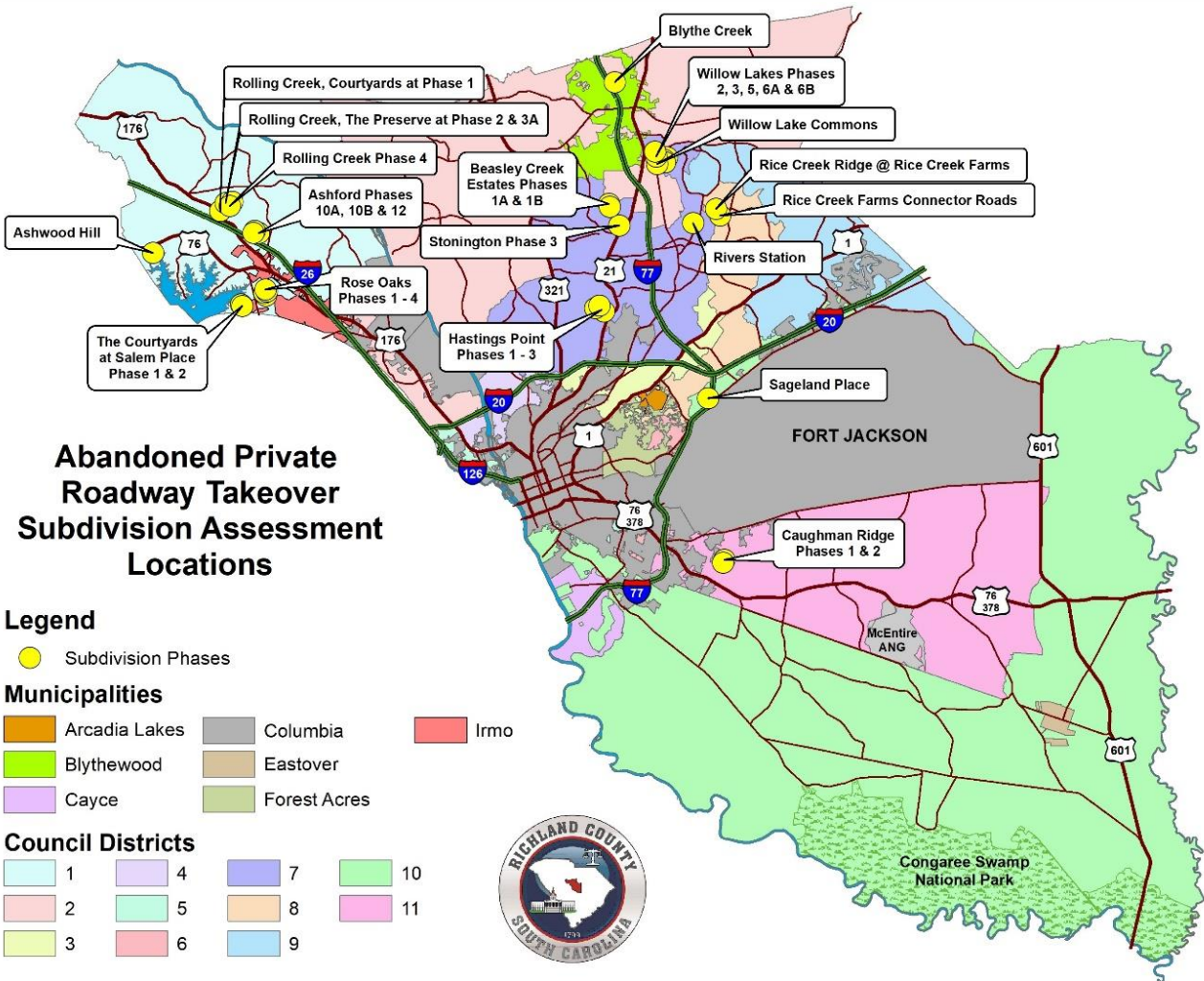
- Legal Issues;
- Additional (background) information;
- Developer accountability;
- Fairness
- Completeness

SCHEDULE

Task	Start Date	Finish Date	2020										2021
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Obtain County ROW	Apr-20	Nov-20	X	X	X	X	X	X	X	X	X		
Pav't Maintenance Plan	Apr-20	Aug-20	X	X			X						
Rate County Roads	May-20	Aug-20		X	X	X	X						
Capital Plan (CMP)	Sep-20	Oct-20						X	X				
Council Approval of CMP	Nov-20	Jan-21									X	X	X
Projects Submittal to CTC	Jan-21	Feb-21											X

Attachments:

- ~~1. Subdivision Abandoned Paved Road Relief Program w/ enclosures~~
- 1. County Map of Abandoned Road Subdivisions and Comprehensive Road Maintenance remaining steps.**



REMAINING STEPS (to be presented):

2. Develop the Comprehensive Maintenance Plan
 - a. Hire the consultant* for pavement ratings
 - b. Create a prioritization methodology
 - c. Apply the method to roads in need
 - d. Identify the Capital Maintenance projects

3. Prepare the County-Wide projects map as a 5-year plan
 - a. Projects are set in years based on the Comp Maintenance Plan that helps us prioritize.
 - b. Briefing on Preventative Maintenance
 1. Annual cost to keep roads in a good rating

4. Council Approval
 - a. Share the Plan with Stakeholders
 - b. Use the Plan for Budgeting
 - c. Use the Plan for Funding/Grants
 - d. Inform the Public



Agenda Briefing

To: Chair of the Committee and the Honorable Members of the Committee
Prepared by: Michael A. Niermeier, Director
Department: Richland County Transportation
Date Prepared: February 6, 2020 **Meeting Date:** February 25, 2020

Legal Review	N/A	Date:	
Budget Review	N/A	Date:	
Finance Review	N/A	Date:	
Other Review:	N/A	Date:	
Approved for Council consideration:		Assistant County Administrator	John Thompson, Ph. D

Committee Subject: North Main CEI Services Contract Approval

Background Information:

Richland County selected eight (8) firms from procurement action RC-223-Q-2020 “Construction, Engineering & Inspection Services” in October 2019. Solicitation RC-312-P-2020, CE&I for North Main Street Widening Project, was advertised on Bid Express January 22, 2020 and closed on February 6, 2020. There were five (5) respondents.

Recommended Action:

The evaluation team recommends awarding the North Main Street Widening Project, CE&I services to the top ranked company, Brownstone Construction Group, not exceed \$165,473.19. Additionally, recommend approval of a contingency amount of \$ 35,484.08 for approved overtime.

Motion Requested:

Move to approve the Recommended Action.

Request for Council Reconsideration: No

Fiscal Impact:

None

Motion of Origin:

This request did not result from a Council motion.

Council Member	N/A
Meeting	N/A
Date	N/A

Discussion:

This is the necessary CE&I services required to complete the North Main Widening project.

Attachments:

- (1) Procurement Ranking List

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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



Date: February 19, 2020
To: Mr. Leonardo Brown, County Administrator
From: Jennifer Wladischkin, Procurement Manager
Subject: Ranking Report for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening


This memorandum is to provide a written report of the selection committee's ranking of the submittals for RC-312-P-2020, Construction, Engineering & Inspection Services for N. Main Widening. After a thorough evaluation of the submittals for the above named Request for Proposal, the evaluation team has ranked the firms in the following order:

1. Brownstone
2. OLH, Inc.
3. Michael Baker Intl.
4. Neel-Shaffer, Inc.
5. Mead & Hunt, Inc.

Due to the award being in excess of \$100,000, County Council Approval will be sought.



County Administrator



Date