



Administration and Finance Committee
April 27, 2021 –6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Overture Walker, and Jesica Mackey

OTHERS PRESENT: Paul Livingston, Allison Terracio, Cheryl English, Chakisse Newton, Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Ashiya Myers, Jani Hussain, Lori Thomas, Leonardo Brown, Clayton Voignier, Mike Maloney, Michael Byrd, Ronaldo Myers, Bill Davis, Randy Pruitt, Derek Pugh, Stacey Hamm, Risk Management, Elizabeth McLean, Dale Welch, Stephen Staley, Geo Price, Emerald Washington, Lauren Hogan, James Hayes and Dante Roberts

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **Regular Session: February 23, 2021** – Ms. McBride moved, seconded by Mr. J. Walker, to approve the minutes as distributed.

In Favor: Malinowski, McBride, J. Walker and Mackey

Not Present: O. Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Brown requested Item 4(a) be removed from the agenda.

Mr. J. Walker moved, seconded by Ms. McBride, to approve the amended agenda.

In Favor: Malinowski, McBride, J. Walker, and Mackey

Not Present: O. Walker

The vote in favor was unanimous.

Q **ITEMS FOR ACTION**

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- a. **Request for approval of force main extension to connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to RCU sewer system at Point De Haven Road, TMS # 01315-01-14 and 01315-01-17/CAP B-2021011** – This item was removed from the agenda.
- b. **Department of Animal Care – Animal Services Division – Intergovernmental Agreement with**

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the Town of Arcadia Lakes – Mr. Brown noted this matter is an expired agreement. We are requesting to renew the agreement. While going through the process of reviewing existing agreements, the Animal Care Director came across this agreement, which had expired.

Ms. McBride inquired if this is the type of no cost agreement the County has with other municipalities (i.e.) City of Columbia, Forest Acres, etc.).

Mr. Brown requested the Animal Care Director, Ms. Haynes, to address that question.

Ms. McLean responded to the best of her knowledge this is the way this is handled with the other municipalities.

Ms. Haynes responded the County has agreements with the Forest Acres, Irmo, Blythewood, Eastover and all of the agreements are handled the same way, with the exception of Forest Acres. The County provides limited service to Forest Acres.

Mr. Malinowski noted the agreement states, “the taxes generated by such assessment and levy shall be designated as an offset to the cost of providing these services.” This leads him to believe the full costs are not covered.

Mr. Brown responded he will provide clarification on the costs prior to this item being taken up by Council.

Mr. Malinowski noted under the recitals it states, “that the previous agreement dated November 5, 1979 for animal care services within the Town and the Town desires to continue utilizing the services.” The fact that we have an agreement dated November 5, 1979, it seems we should also state it expired January 13, 2015. Having that information, it is not a continuation. The Town desires to again utilize the services of Richland County.

Ms. Mclean responded she would speak with Ms. Haynes to ensure the dates are accurate.

Mr. Malinowski noted, on p. 23, it states, “the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.” He inquired if prohibiting those types of animals within the Town, but the County ordinance does not prohibits such things. He assumes that means if there is a complaint somebody has to go out and pick up these particular animals. He inquired if the County has a place to keep these animals, if we pick them up, or is this an additional cost.

Ms. Haynes responded it could be an additional cost. Because those animals are prohibited, we have not had to pick any up in the Town.

Mr. Malinowski suggested to add the language “in the event additional costs are incurred, above and beyond the Richland County ordinance, it would be a separate cost.” He also recommended adding a date line where the signatures are located.

Ms. McBride noted the County has continued to provide services to the Town, even though the agreement had expired.

Ms. Haynes stated, for clarification, the agreement was renewed in 2015 and expired in 2019.

Ms. Malinowski requested clarification and to ensure the County is covered legally.

Ms. Terracio stated, there has been a movement toward people wanting to keep chickens, she inquired if that is addressed in the County's animal ordinance, or only in the municipalities.

Ms. Haynes responded chickens are prohibited in the Town of Arcadia Lakes, but allowed in Richland County.

Mr. J. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey.

The vote in favor was unanimous.

- c. **Department of Public Works – Solid Waste & Recycling Division – Award of a contract for Landfill Gas Control System** – Ms. McBride inquired about the location of the landfill and if it was supposed to change every two years. She noted she was not sure if they were working on this particular landfill to provide treatment or another landfill.

Mr. Maloney responded the location was on North Monticello Road about 5 miles north of the City. This is the County's C&D landfill.

Ms. McBride inquired if this is the only landfill the County has.

Mr. Maloney responded in the affirmative.

Ms. McBride inquired if the landfill will ever be moved, or will it be monitored and treated, as needed.

Mr. Maloney responded the other landfill is a contract landfill with Waste Management. This landfill is the County's and has many years of life and new caps for the future.

Ms. McBride noted, on p. 26, it states, "Provide for the construction and operation of such facilities as necessary, for no longer than two years, unless renewed in writing by the Department." This language was a bit confusing.

Mr. Maloney responded this pertains to the permit period. A new permit has to be obtained every two years.

Ms. McBride stated, for clarification, it is not pertaining to anything dangerous, just for permitting purposes.

Mr. Maloney responded in the affirmative. He noted Public Works has been working with DHEC for permitting and regulation.

Mr. Malinowski noted, it states, “The installation and operation of the Gas Control System will allow Richland County to maintain compliance....” This language leads him to believe Richland County is currently in compliance.

Mr. Maloney responded in the affirmative. As long as the County build per the agreement, we maintain compliance.

Mr. Malinowski noted, it also states, “the installation of the Landfill Gas Control System will alleviate a significant portion of VOC contamination...” He assumed it could not alleviate all, but he did not want to wind up paying for this particular system to find out later we will need a new or different system.

Mr. Maloney responded, from inception of seeing rising methane to actually having an executed plan and bidding 5 years later, it took a lot of testing to find the source and design a system that would remove as much VOC and methane as possible.

Ms. McBride moved, seconded by Mr. J. Walker, to forward to Council with a recommendation to approve the award of a contract for construction of a Landfill Gas Control System on Phase 2 and 3 of the Richland County Landfill (SC DHEC Permit 401001-1101) to Advance One Development, LLC in the amount of \$796,209.75, with an additional \$37,914.75 for contingency.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey.

The vote in favor was unanimous.

- d. **Department of Public Works – Engineering Division – CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads** – Mr. Staley noted this request stems from a problem the County has had at Hobart Road in regard to a substandard rail crossing on Norfolk Southern. He noted there was a fatality in 2008 at the crossing. Public Works is getting a permit to straighten the crossing and making it a standard crossing with lights and arms. When they do this it will cause a lot more traffic on Hobart Road and Farrow Road intersection, which was planned for as a way to relieve some of the traffic from the North Clemson Road/Rimer Pond area. When the traffic study was done, it further emphasized the need for improvements.

Ms. Terracio inquired if this was the same item that came through the D&S Committee.

Mr. Staley responded that was the Walt McArthur crossing closure.

Mr. Malinowski inquired if the County has to do anything with the railroad crossing.

Mr. Staley responded Public Works is realigning and making it a straight through crossing, without a curve. As it presently sits, it is a dirt road crossing that was never permitted, but evolved into a crossing. Public Works will be hiring a contractor to straighten it out and make a standard rail crossing.

Mr. Malinowski noted the agenda packet states, “After this crossing, the road transitions ownership to Richland County.” He inquired by SCDOT did not take care of everything to, and including the crossing, and the County would pick it up after that.

Mr. Staley responded some maps show the SCDOT maintenance area stopping short of the rail crossing, and the rail crossing itself would be the County's.

Mr. Malinowski inquired about where the company showing the potential costs is located.

Mr. Staley responded they are out of Columbia.

Mr. Malinowski inquired about how they were selected.

Mr. Staley responded they went through the standard RFQ process and the standard procuring of engineering services.

Mr. Malinowski noted, on p. 35, under the Kimley Horne costs, it shows the date of January 15, 2020. He inquired if the costs are still valid.

Mr. Staley responded he could get an updated price. This project has taken a long time to get to this point. The traffic counts decreased during COVID, so the official traffic was not conducted until Public Works got guidance from the SCDOT.

Mr. Malinowski noted these are CTC funds, so where the notes say, "no right-of-way acquisitions, no stream impact mitigations included, and labor and materials", if there is a cost those will be covered by CTC.

Mr. Staley responded Public Works would go back to the CTC, which has been good in the past to re-allocate funds to ongoing projects.

Mr. O Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the Engineering Division Staff of the Department of Public Works to improve the intersection of Hobart and Farrow Roads and submit a project funding request to the County Transportation Committee (CTC).

In Favor: Malinowski, McBride, J. Walker, O. Walker, and Mackey

The vote in favor was unanimous.

- e. **Department of Public Works – Engineering Division – DHEC Grant Administration for Springwood Lake Community** – Mr. Brown noted this item was originally brought to us by former Councilwoman Kennedy, and upon taking office by Councilwoman Barron.

Mr. Maloney stated this matter is related to the 2015 Flood. Currently two roads are closed in the Springwood subdivision. Public Works was made aware there would be a DHEC grant available. The County's position is to help administer the grant, and help see the project through. In the end, this project will be for SCDOT roads and private drainage basins. The \$500,000 grant will cover the cost to replace the two culvert crossings. Public Work's part in administering this grant would be to see that we stay within the \$500,000 for the pipe installation, backfill and preparation order to turn it over to SCDOT, who will finish the road with base coarse, asphalt and curb and gutter. There was a public meeting with Ms. Barron, Mr. Staley and SCDOT. Public Works sees this as a partnership with the neighborhood and SCDOT, and helping to facilitate this grant. Tod with SCDOT. And just helping facilitate this grant. It was mentioned that it ends on June 30th. He had a conversation with the DHEC representative, who indicated that is the date DHEC needs the specifics on the scope of the

project and the goals. There is an attachment in the agenda packet, which indicates those items. When the project is completed, the County's duty would be to describe the project completion and that we met our goals.

Ms. McBride inquired if the roads have been closed since the 2015 Flood.

Mr. Maloney responded in the affirmative.

Ms. McBride stated these were State roads, so it was the State's responsibility to fix, but they have not done so until now.

Mr. Maloney responded in a lot of cases the homeowner's association had to come up with the funding to restore the dams.

Ms. McBride inquired if the County had anything to do with the roads not being repaired.

Mr. Maloney responded in the affirmative.

Mr. O. Walker stated, for clarification, this project is not going to cost the County anything. The \$500,000 grant will be used for the repairs, and ultimately the maintenance will remain with the SCDOT.

Mr. Maloney responded the only cost would be staff time to internally administer the grant.

Mr. Malinowski noted, on p. 41, it states, "Upon receipt and review of the summary funds Budget and Financial statements, DHEC will transmit the funds to the recipient by check delivered to Gretchen Barron, District 7." He has never encountered where a Councilperson receives funds. He believes it would go to the Finance Department.

Mr. Maloney responded they will have that corrected on the letter.

Mr. Malinowski stated he did not want the public to think Councilwoman Barron got \$500,000.

Ms. McLean stated she did note on the briefing document there were some items she had problems with. One being the date was wrong. The agreement does not say what they want the County to do in a clear format. She would like to make a few changes to make it clear what they want the County to do. Right now it has a two-month timeframe, but it does not coincide with what the County is actually supposed to do. If the committee takes a vote, she would request they do it conditionally to allow her time to work with Public Works and DHEC to narrow down some of these points.

Mr. J. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to allow the Engineering Division of the Department of Public Works to accept and administer a \$500,000 grant from SCDHEC for infrastructure improvements to stormwater and drainage systems in the Springwood Lake Neighborhood, contingent upon review of Legal.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous.

- f. **Request from Chief Magistrate – Pontiac Magistrate Building Lease** – Judge Edmond stated his

current building is over 30 years old. The magistrate building he is trying to lease is a facility that is just over 10 years old, and would be a significant upgrade. There have been several problems with their current facility, such as flooding, as well as having to close the building due to security concerns. Currently they are having problems with a rat and roach infestation, which is a health and safety concern. He noted they are currently paying \$2,500/month. The new lease would be \$4,050/month and a significant upgrade. He is requesting Council to approve the new lease and location.

Ms. Terracio inquired if Judge Edmond is currently operating in the old building.

Judge Edmond responded in the affirmative.

Ms. Terracio inquired about other safety issues they have in the building.

Judge Edmond responded they also have some molding issues. The new location is less than a mile away from the current building and could be outfitted in about a month once the lease is approved.

Ms. Terracio inquired if there are any structural concerns with the current building.

Judge Edmond responded there are some structural concerns, as well as ADA concerns.

Ms. Terracio inquired if there are issues with citizens accessing the building.

Judge Edmond responded there have been some challenges with regards to the size of the lobby and defendants fleeing the building, which caused injury to others in the courtroom.

Ms. McBride stated the magistrate's offices in the County were in terrible condition. There was a plan to build additional magistrate offices and move out of the dilapidated facilities. She inquired if this location is included in the plan for a new office.

Judge Edmond responded there are approximately four magistrate's offices left to build, and Pontiac is one of them. This is a temporary move until a new facility can be built.

Ms. McBride inquired about the amount of time it will take to move to the new facility, if approved.

Judge Edmond responded it would take approximately a month.

Ms. McBride noted, not only do the employees have to work in this facility, but the citizens have to visit the facility. She encouraged her fellow Councilmembers to visit the facility.

Ms. Mackey noted she had concerns about the additional comments from Director Pruitt. She inquired if Judge Edmond has been in communication with the owner of the new building, and if they will be able to make any changes to the lease, based on Mr. Pruitt's concerns about what the County can and cannot do with leased facilities.

Judge Edmond responded the owner is open to revise this lease, as requested by Mr. Pruitt.

Mr. O. Walker noted, as a practicing attorney in Richland County, he has been going to the Pontiac Magistrate Court for 16 years. While he was not aware of the current issues, but he can attest to the fact the courtroom is very small. The Pontiac Magistrate services a pretty wide swatch of the County

in the Northeast, and the community is growing. He stated a change of location is overdue. The people of County deserve better working conditions, and the citizens, whose tax dollars pay for the courtroom, deserve better.

Mr. Malinowski noted he did not receive “the attorney client privileged information” provided under separate cover.

Ms. McLean responded she provided the document, with comments on the lease, to Ms. Myers.

Ms. Myers responded the information was provided to the Clerk’s Office for distribution.

Mr. Malinowski requested Ms. Mathis to provide him the date/time it was sent to Council. He inquired if Richland County has a process to follow when a County entity wants to rent property.

Mr. Brown responded he was not familiar with a process, as it relates to rental property.

Mr. Malinowski noted the current lease is \$2,500, will increase to \$4,040 initially, and will go up later. The new rent will be covered from the Magistrate’s operating budget. He inquired if that will continue to be covered in future years or will there be a request for additional funding next year to cover the rent.

Judge Edmond responded it will be covered by their operating budget. He noted Pontiac Magistrate will also be one of the facilities for the design-build the County is currently working on.

Mr. Malinowski inquired if there is a potential date for the design build to begin.

Judge Edmond responded he did not. It is a process to purchase the property.

Mr. Malinowski inquired about the cost of the modifications.

Judge Edmond responded the modifications are structured in the lease.

Mr. Malinowski noted Section 5.2 talks about tenant’s general liability insurance. He inquired if this facility was located in a strip mall or was free standing.

Judge Edmond responded it is in a strip mall.

Mr. Malinowski stated he does not understand, as a tenant, why you would have to insure the driveways, parking areas, or other common areas. People could be going somewhere else in the building and have a mishap and sue the County. Also, in Section 5.7 – Insurance Subrogation, the landlord would be able to collect everything and the tenant waives any rights of recovery against the landlord for injury or loss due to hazards covered by insurance. If there is a loss to the County, he would think the insurance should pay the County for whatever loss. The County does not arbitrarily sign it away with this type of lease. In Section 5.8 – Entry and Inspection, it states, “in addition to the foregoing landlord shall have the right of ingress or egress of the premises for any general purpose.” It does not say the landlord has to make an appointment or that someone from the Magistrate’s Office has to be there. Section 7.2 – Landlord’s Remedies, states, “If the tenant commits an act of default here under, the landlord at any time thereafter prior to the curing of such act of default...” He noted it does not set a timeframe to cure the default. There is nothing about tenant’s remedies if the landlord is in default. He noted in Section 8.7, it states, “Tenant agrees from

time to time...” He inquired what that statement means. He requested the signatures should be dated. In the letter Council received, it discussed elevated readings in the breakroom and bathroom, but did not identify what the readings were for. It was also stated, “due to the structure being a commercial building, an asbestos test would be needed to be performed, according to DHEC guidelines.” Based on all these comments, are these things that need to be addressed in the lease.

Ms. McLean responded some of them would need to be addressed. She noted everything related to insurance and subrogation, Risk Manager Brittney Terry-Hoyle would have commented on those, and the comments should have been included in the document sent by the Clerk’s Office.

Ms. Hamm noted the rent is actually \$3,500/month. It increased in March 2020.

Mr. Malinowski inquired if these legal comments need to be addressed and brought back to the committee for review.

Ms. McLean responded she believes we can go forward without coming back to committee.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the lease, contingent upon review of Legal.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- g. **Request from Chief Magistrate – Bond Court Consolidation** – Mr. Malinowski inquired if this matter had been previously before the committee.

Judge Edmond responded it was before the committee last year, and there were some questions that needed to be addressed.

Mr. Malinowski requested the previous minutes be provided to the committee members, and to hold this item in committee to allow the members time to review the previous minutes.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride]** – No action was taken.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:55 PM.