

**NEWBERRY COUNTY COUNCIL  
COUNTY COUNCIL AGENDA**

**August 17, 2022**

**6:00 P.M.**

Call to order: Todd Johnson, Chairman  
Invocation and Pledge of Allegiance: Nick Shealy, Councilman

1. Additions, Deletions & Adoption of the Agenda
2. Public Appearance - The Newberry Museum Presentation - Steven Knapp  
Liz McDonald - Newberry County Assessor - Update on  
Agricultural Building Tax Exemption  
Introduction of Raleigh Hickman, Veterans Affairs Director
3. Resolution to adopt an Employee Recognition and Longevity Salary Adjustment Policy
4. Ordinance No. 05-16-2022 – An Ordinance establishing procedures and requirements for entering into development agreements in Newberry County.
  - a. Public Hearing
  - b. Third and Final Reading
5. Ordinance No. 06-19-2022 - An Ordinance acting on a request to amend the official zoning map established pursuant to Zoning Ordinance No. 12-24-01 as revised and amended by Zoning Ordinance No. 6-11-16 and codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classification and districts so as to rezone one (1) real estate parcel totaling three and eighty-seven hundredths (3.87) acres designated as TMS No. 28-1-1-6, from R2 – Rural to GC – General Commercial.
  - a. Public Hearing
  - b. Third and Final Hearing
6. Ordinance No. 07-20-2022 - An Ordinance for the purpose of leasing out certain county fairgrounds property.
  - a. Second Reading

7. Discussion/Approval of RFP for external audit services – Crystal Waldrop

8. Executive Session

Code Section §30-4-70 (a) of the Code of Laws of SC, as amended, 1976

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting names of the other employees or clients whose records are submitted for use at the hearing.
- (2) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.
- (3) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body.

9. Adoption of Consent Agenda

- a. Newberry County Council Meeting – Minutes July 20, 2022

10. Appointments

11. Public Comments

12. Comments/Request from County Administrator

13. Comments/Request from Council

14. Future Meetings

- a. County Council - September 7, 2022, at 6:00 p.m.
- b. Finance Committee- September 12, 2022, at 6:00 p.m.
- c. County Council - September 21, 2022, at 6:00 p.m.
- d. Public Safety Committee - September 26, 2022, at 6:00 p.m.

15. Adjournment

**Newberry County  
Administration**

1309 College Street  
P.O. Box 156  
Newberry, SC 29108  
803-321-2100



**Agenda Item Briefing**

**Subject:** Employee longevity recognition

**Prepared By:** Christopher Inglese

**Title:** Administrator

**Department/Division:** Administration

**Date Prepared:** 8/10/2022

**Legal Review:** Approved

**Date:** 8/8/2022

**Finance Review:** Approved

**Date:** 8/10/2022

**Administrator Review:** Approved

**Date:** 8/10/2022

**Requested meeting:**  Committee  County Council

**Meeting Date:** Wednesday, August 17, 2022

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?  Yes  No

If NO, is a budget amendment necessary?  Yes  No

**STAFF'S SUMMARY AND RECOMMENDED ACTION:** The County desires to recognize its' employees for their long-standing service to Newberry County. The County has had a practice of providing longevity "bonuses." Concerns have been raised about compliance issues with the way in which those bonuses have been handled. Therefore, staff recommends a 1% longevity salary adjustment at 10, 20, 30, & 40 years of service to replace the previous practice.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:** No longevity recognitions have occurred since January 2022. It will cost approximately \$3,000 to implement the 1% salary adjustment for employees considering a retroactive date of January 1, 2022 and approximately \$6,000 for the current FY23.

**SUMMARY DISCUSSION:** The recommended course of action ensures compliance with both state law and IRS regulations. Employee recognitions providing certificates and pins for service will continue. We would like to bring employees with the 5,10,15,20,25,30,35,40,45 years of recognition from January through June of 2022 to the September 7 Council meeting. And employees with the requisite years of service from July to September to the second meeting in September for recognition.

**ADDITIONAL COMMENTS FOR CONSIDERATION:** Consideration should be given to the possibility of longevity salary adjustments at the 5 year mark instead of the 10 year mark.

**ATTACHMENTS:** Resolution; Worksheet

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )

**RESOLUTION NO: \_\_-22 AMENDING  
THE NEWBERRY COUNTY EMPLOYEE  
HANDBOOK**

**WHEREAS**, Newberry County Council has determined that the Employee Handbook should be modified with the following change and addition in the Employee Handbook; and

**WHEREAS**, Newberry County Council desires to acknowledge the work of its employees and award those employees that choose to service Newberry County for extended periods of time.

**NOW, THEREFORE BE IT RESOLVED THAT NEWBERRY COUNTY  
COUNCIL:**

Revises Section 11 titled "PAYMENT OF WAGES" by adding paragraph "E" to read as follows:

"E. Longevity and service recognitions and awards

1. Newberry County wishes to recognize and award those full-time employees (FTEs) that continuously serve Newberry County by implementing recognition awards and a salary adjustment at certain increments of years of service.
  - a. For each five-year increment of service, all FTEs shall be recognized at a meeting of County Council and receive a certificate and pin acknowledging the cumulative years of service of the named employee.
  - b. For each 10-year increment of service, all FTEs shall be recognized as stated above in subparagraph "a" and receive a 1% annual salary adjustment to wages of pay then applicable. Salary adjustment shall be effective the next full pay period after the applicable anniversary date of the employee."

The above stated policy shall be retroactively effective as of January 1, 2022 except that the application of the 1% salary adjustment shall be prospective from the date of the next full pay period following the adoption of this policy.

**AND IT IS SO RESOLVED** this \_\_\_ day of \_\_\_\_\_ 20\_\_.

**NEWBERRY COUNTY COUNCIL**

(SEAL)

**BY:** \_\_\_\_\_  
**Todd Johnson, Chairman**

**Attest:**

\_\_\_\_\_  
**Jackie Lawrence, Clerk to Council**

## SENIORITY PAY

<b>FISCAL YEAR</b>	<b>SALARY</b>	<b>FICA</b>	<b>SCRS</b>	<b>PORS</b>	<b>TOTAL</b>
*FY 21/22 Jan-June	2,303.49	176.22	141.13	303.55	2,924.39
*FY 22/23	4,726.71	361.59	363.03	538.25	5,989.58
TOTAL	7,030.20	537.81	504.16	841.80	8,913.97

\*These are only estimates.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )

ORDINANCE NO. 05-16-2022

**AN ORDINANCE ESTABLISHING PROCEDURES AND REQUIREMENTS FOR ENTERING INTO DEVELOPMENT AGREEMENTS IN NEWBERRY COUNTY**

WHEREAS, Newberry County Council is aware of the South Carolina Local Government Development Agreement Act ("the Act") passed by the South Carolina General Assembly as Act No. 150 in 1993 and codified in Chapter 31 of Title 6 of the Code of Laes 1976 as amended; and

WHEREAS, that Act established requirements and authorization for local governments that wish to avail themselves of the ability to enter into development agreements in certain circumstances; and

WHEREAS, the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public; and

WHEREAS, public benefits derived from development agreements include design standards, and on and off-site infrastructure and other improvements; and

WHEREAS, development agreements will provide vesting of development rights for a specified period thereby encouraging private sector investments in Newberry County; and

WHEREAS, Newberry County Council desires to adopt the following standards and requirements to permit opportunities to enter into such agreements.

**NOW, THEREFORE BE IT ORDAINED THAT:**

Newberry County Council hereby adopts the following provisions and as follows:

The Newberry County Zoning Ordinance is hereby amended by inserting the following Land Development agreements ordinance as Section 153.076.

**Land Development agreements**

(a) *Findings.* County Council finds that the General Assembly of the State of South Carolina has enacted legislation known as the "South Carolina Local Government Development Agreement Act", State Act codified in Section 6-31-10, et seq. of the Code of Laws of South Carolina, (Supp. 1993), which legislation authorizes, in certain circumstances, the execution of land development agreements to encourage comprehensive and capital facilities

planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, and to reduce the economic cost of development. County council finds and determines that land development agreements may be useful to both the private and public sector by providing certainty in zoning, by setting forth a reasonable schedule of development and by enhancing the opportunity for comprehensive, planned development, and enacts this ordinance in furtherance of the authority evolved upon it by the South Carolina Local Development Agreement Act.

(b) *Definitions.* As used herein:

(1) *Developer* means a person, including a governmental agency, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(2) *Development* means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three (3) or more parcels. "Development" as designated in a law or development permit includes the planning for and all other activity customarily associated with it unless otherwise specified.

(3) *Development permit* includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(4) *Governing body* means the county council of Newberry County.

(5) *Land development regulations* means ordinances and regulations enacted by the governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulation controlling the development of property.

(6) *Laws* means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by the governing body or its affiliate committees, boards or commissions, affecting the development of property and includes laws governing permitted use of property, governing density, and governing design, improvement and construction standards and specifications.

(7) *Property* means all real property subject to land use regulation by the governing body, and includes any improvements or structures customarily regarded as part of real property.

(8) *Person* means an individual, corporation, business or land trust, estate, partnership, association, two or more persons having a joint or common interest, state agency or any legal entity.

(9) *Public facilities* means major capital improvements including, but not limited to transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

(10) *Zoning administrator* means the person charged by the governing body with overseeing the implementation and interpretation of land development regulations pertaining to the development of property.

(c) *Application.* Any person seeking a land development agreement with the county shall make application to the zoning administrator or to such other person as the governing body may designate. The application shall incorporate a statement setting forth the objectives of the development and the benefits that will inure to the public as a result. The application shall include a legal description of the property subject to the agreement, which property must contain a minimum of twenty-five (25) acres of highland (wetlands excluded), and the names of its legal



and equitable owners; the proposed duration of the agreement, which must be consistent with South Carolina Local Government Development Agreement Act Section 6-31-40; the development uses permitted on the property, including population densities and building intensities and height; a description of public facilities that will service the property, including the identity of who is to construct and/or provide the facilities, the date that any new public facilities, if needed, will be constructed, and a schedule to verify that public facilities will be available concurrent with the impacts of the development; a description, where appropriate, of any reservation or dedication of land for public purposes; any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of application; a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The application shall also include the current, and if applicable requested, zoning of the property and a site analysis, prepared by a registered engineer or surveyor, showing the location of existing manmade features where major circulation systems are proposed; general topographic information from topographic maps or other suitable maps using a contour interval not exceeding two (2) feet; and the location and description of identified cultural resources. A land use plan shall be part of the application, which shall show the location, net acreage, and gross acreage for each type of residential, office or commercial development proposed for the property, open space areas, water bodies and major circulation systems and existing land uses adjacent to the property. The plan must also identify the type of dwelling units proposed, the minimum of lot size per dwelling unit, and minimum lot frontage requirements, and minimum set back requirements for principal buildings.

With the application, any fee as county council may from time to time establish must also be remitted.

The zoning administrator shall review land development agreement applications, and if necessary for a more coherent understanding of the proposed development, may request additional information.

Furthermore, the zoning administrator shall consult with the Newberry County School District and report to the Planning Commission the findings and recommendations of the school district Superintendent.

(d) *Proposed agreement.* Simultaneously, with the submission of the application, or within a reasonable time thereafter, a proposed land development agreement shall be submitted by the applicant to the zoning administrator. The zoning administrator shall review the same and consult with such other county officials or personnel he deems appropriate. Prior to the agreement being presented to the planning commission, as herein provided, said agreement must be approved as to form by the County Attorney. In the event the proposed land development agreement provides that the local governing body shall provide certain public facilities, the agreement must provide that the delivery date of such public facilities be tied to defined completion percentages or defined performance standards to be met by the developer.

(e) *Planning commission.* After the review as set forth in subsection (d), the application and proposed agreement shall be forwarded to the planning commission. Should any issues pertaining to the agreement be unresolved, such shall be identified by the zoning administrator in his/her report to the planning commission. The planning commission shall conduct a public hearing on the application, giving at least fifteen days' notice in a publication of general circulation in the county that a land development agreement is to be considered. The public notice must specify the location of the property subject to the land development agreement, the

use(s) proposed for the property and the location where a copy of the proposed land development agreement can be obtained.

At the conclusion of its public hearing, the planning commission shall make a recommendation to county council as to the propriety of the agreement. Such recommendation may include suggested amendments or modifications to the agreement. At the conclusion of its public hearing, the chairman of the planning commission shall announce the time, date, and place when county council is to consider the proposed development agreement. Nothing herein shall be construed to preclude the planning commission from deferring action on a proposed land development agreement for the purpose of receiving clarifying information.

(f) *County council.* Prior to authorizing the execution of a land development agreement, county council shall conduct a public hearing, notice of which shall be advertised in a publication of general circulation in the county at least thirty (30) days prior to the date of said hearing. No land development agreement shall be executed until it has been accepted and approved by the governing body and an ordinance authorizing the same has been ratified.

(g) *Effective date.* No land development agreement shall be effective until such time as an ordinance authorizing its execution has been ratified by county council, and the same has been executed on behalf of the county by the council chairman.

(h) *Recording.* It shall be the responsibility of the applicant, within fourteen (14) days of the land development agreement having been executed, to record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located.

(i) *Effect of land development agreement.* A land development agreement must specify which laws in force at the time of the execution of the agreement shall apply for the term of the agreement. Subsequently enacted laws shall be applicable to property subject to a land development agreement, unless the agreement specifies otherwise, or unless, after a public hearing, county council determines that the application of such laws would materially alter or disrupt the development of the property as contemplated by the agreement, or as otherwise provided by the South Carolina Local Government Development Agreement Act, S. C. Code, Ann; Sec. 6-31-80(b)(1), (2), (3), (4) and (5) (Supp. 1993).

(j) *Periodic review.* During the term of a land development agreement, a periodic review of the progress made thereunder shall be had by the zoning administrator, on at least an annual basis. At such review, the parties subject to the agreement must demonstrate good faith compliance with the terms and provisions of the development agreement and must provide such information as the zoning administrator may request, and as may be otherwise provided in the agreement. If as a result of any periodic review, it appears that a person subject thereto has committed a material breach of the terms or conditions of the agreement, such circumstance shall be reported to county council by the zoning administrator. Upon receipt of such report, county council, or such committee to which the matter may be referred by council, if it concurs with the zoning administrator's report, shall serve written notice to the applicable party, setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination of breach, and providing the applicable party a reasonable time in which to cure the breach.

If such party fails to cure the material breach within the cure period, county council or the committee to which the matter has been referred, may unilaterally terminate or modify the land development agreement, provided that council or the committee, as appropriate, has first given the applicable party an opportunity to either rebut the finding and determination or to consent to

an amended development agreement to address the concerns of county council or the committee with respect to its findings and determination, and has otherwise complied with the provisions of the development agreement pertaining to a material breach.

(k) *Amendments/cancellation.* Any land development agreement may be amended or cancelled by mutual consent of the parties to the agreement, or by their successors in interest.

(l) *Burden/benefits.* All burdens of the land development agreement are binding upon, and the benefits of the land development agreement shall inure to, all successors in interest to the parties to the land development agreement.

(m) *State or federal laws or regulations.* In the event state or federal laws or regulations, enacted after a land development agreement has been executed, prevent, or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement shall be modified or suspended, as necessary, to comply with the state or federal laws or regulations.

(n) *Technical codes.* Notwithstanding anything herein to the contrary, any and all building, housing, electrical, plumbing and gas codes, now in effect or hereafter adopted by county council, shall apply to any properties subject to a land development agreement.

(o) *Enabling legislation.* In the event that a court of competent jurisdiction shall determine that the state act, or any part thereof, invalid or unenforceable, or in the event that the South Carolina General Assembly shall amend or repeal the state act, in whole or in part, each development agreement shall be reviewed to determine if such change in the state act results in a substantial impairment of the rights or obligations of any of the parties to such development agreement. Any part whose rights or obligations under a development agreement have been substantially impaired by a change in the state act shall have the right to immediately terminate the agreement as to all parties thereto by written notice to the parties to the development agreement.

AND IT IS SO ORDAINED by Newberry County Council this \_\_\_ day of \_\_\_\_\_, 2022 in meeting duly assembled at Newberry, South Carolina.

(SEAL)

NEWBERRY COUNTY COUNCIL

By: \_\_\_\_\_  
Todd Johnson, Chairman

Attest:

\_\_\_\_\_  
Jackie Lawrence, Clerk to Council

Reviewed and approved as to form:

1<sup>st</sup> reading: July 6, 2022  
2<sup>nd</sup> reading: July 20, 2022  
Public Hearing: August 17, 2022  
3<sup>rd</sup> reading: August 17, 2022

\_\_\_\_\_  
Christopher Inglese, County Administrator

**STATE OF SOUTH CAROLINA )**  
**NEWBERRY COUNTY )**

**ORDINANCE NO. 06-19-2022**

**AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE NO. 12-24-01 AS REVISED AND AMENDED BY ZONING ORDINANCE NO. 6-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE ONE (1) REAL ESTATE PARCEL TOTALING THREE AND EIGHTY-SEVEN HUNDREDTHS (3.87) ACRES DESIGNATED AS TMS NO. 28-1-1-6, FROM R2-RURAL TO GC-GENERAL COMMERCIAL.**

**WHEREAS**, Zoning Ordinance, codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classifications and districts, as well as an Official Zoning Map; and

**WHEREAS**, said Zoning Ordinance provides procedures for the amendment of both the text of the Ordinance and the district boundaries shown on the Official Zoning Map; and

**WHEREAS**, pursuant to the procedures established by the Zoning Ordinance, application was made for a map amendment to rezone one (1) real estate parcel totaling three and eighty-seven hundredths (3.87) acres located at 411 SC Highway 39, Chappells, to GC-General Commercial from R2-Rural. Tax Map No. 28-1-1-6 currently has two structures on the property. The Comprehensive Plan shows the future land use for this area to be within the rural development projected area. The Planning Staff does not recommend that this real estate parcel be rezoned to GC-General Commercial.

**WHEREAS**, the Newberry County Joint Planning Commission, in case number MA02-06-21-22, had this matter on its agenda and considered this request and received comments as to both the existing and intended uses of the property. The Joint Planning Commission determined that it does not concur with the recommendation of the Planning

Staff. The Planning Commission has now forwarded its report on the rezoning request to Newberry County Council, as required by law, for consideration of its actions by Newberry County Council.

**WHEREAS**, Newberry County Council is familiar with the site and the existing uses of the properties located at 411 SC Highway 39, Chappells;

**NOW, THEREFORE**, Newberry County Council makes the following findings of fact and law as to the merits of the rezoning request concerning Tax Map No. 28-1-1-6, totaling three and eighty-seven hundredths (3.87) acres located at 411 SC Highway 39, Chappells, as more particularly shown on the plat accompanying the submitted "Official Zoning Map Amendment Application" included in the submitted Planning Commission report attached hereto, GC-General Commercial from R2-Rural:

A. That the proposed map amendment does not promote the implementation of the Comprehensive Plan in the area.

B. This amendment is needed because the proposed development cannot be accomplished by the owner under the existing zoning district regulations.

C. That traffic patterns in the neighborhood may be adversely affected by the change in zoning.

**NOW, THEREFORE, BE IT ORDAINED that:**

Newberry County Council hereby determines, based on the findings set forth above, that the attached rezoning request for a map amendment for TMS No. 28-1-1-6 totaling three and eighty-seven hundredths (3.87) acres real estate parcel as acted on by the Planning Commission, be:

\_\_\_\_\_ disapproved;

\_\_\_\_\_ approved; or

\_\_\_\_\_ approved with the following modifications: \_\_\_\_\_

\_\_\_\_\_.

**AND IT IS SO ORDAINED** by Newberry County Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in meeting duly assembled at Newberry, South Carolina.

**(SEAL)**

**NEWBERRY COUNTY COUNCIL**

**By:** \_\_\_\_\_  
Todd Johnson, Chairman

**Attest:**

\_\_\_\_\_  
Jackie Lawrence, Clerk to Council

1<sup>st</sup> reading: July 6, 2022  
2<sup>nd</sup> reading: July 20, 2022  
Public Hearing: August 17, 2022  
3<sup>rd</sup> reading: August 17, 2022

Reviewed and approved as to form:

\_\_\_\_\_  
Christopher Inglese, County Administrator

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF NEWBERRY )       **ORDINANCE # 07-20-2022**

**AN ORDINANCE FOR THE PURPOSE OF LEASING OUT CERTAIN COUNTY FAIRGROUNDS PROPERTY, AND MATTERS RELATED THERETO**

**WHEREAS**, the Newberry County Council desires to lease to MM Technics LP, or its designee, certain Newberry County property to include an approximately 12,000 sq/ft portion of the Newberry County Fairgrounds Building, 2301 Adelaide Street, Newberry, South Carolina, and identified as Barn #1 on the attached Exhibit A for the purpose of warehouse space, on a limited basis; and

**WHEREAS**, in compliance with Section 4-9-130 of the Code of Laws of South Carolina 1976, as amended, a public hearing has been duly advertised and held; and

**WHEREAS**, the Newberry County Council finds it to be an appropriate use of the aforementioned facility in furtherance of the public purposes of the citizens of Newberry County; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Newberry County Council that the form of the lease attached hereto as Exhibit B is hereby approved with such revisions as the County Administrator shall determine necessary and appropriate, his execution thereof constituting conclusive evidence of approval of all such revisions.

**IT IS SO ORDAINED** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Newberry County Council in meeting duly assembled at Newberry, South Carolina.

**NEWBERRY COUNTY COUNCIL**

(SEAL)

BY: \_\_\_\_\_  
**Todd Johnson, Chairman**

**ATTEST:**

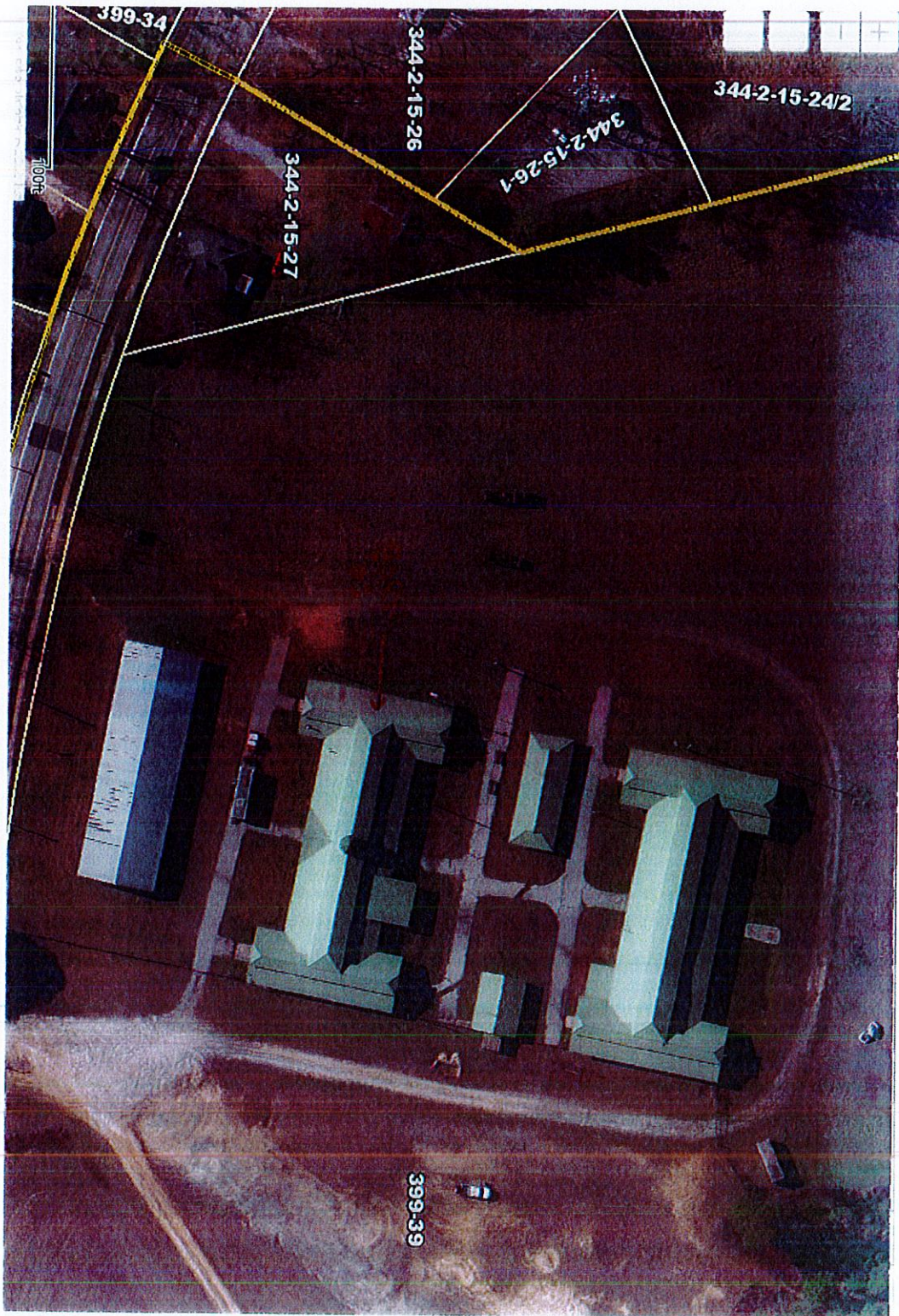
\_\_\_\_\_  
**Jackie Lawrence, Clerk to Council**

\_\_\_\_\_  
**Christopher Inglese, County Administrator**

**1<sup>st</sup> Reading: July 20, 2022**  
**2<sup>nd</sup> Reading: August 17, 2022**  
**Public Hearing:**  
**3<sup>rd</sup> Reading:**

Exhibit A

Property





**Exhibit B**

**Form of Lease Agreement**

## STORAGE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "**Commencement Date**"), by and between Newberry County, South Carolina, whose address is 1309 College Street, Newberry, South Carolina 29108 (hereinafter referred to as "**Lessor**"), and MM Technics LP, whose address is 145 Mid-Carolina-Ct, 29127 Prosperity, South Carolina, United States (hereinafter referred to as "**Lessee**", and together with the Lessor, the "**Parties**").

1. **Description of Leased Premises.** The Lessor agrees to lease to the Lessee the following described 12,000 square feet (SF) of warehouse space located at 2301 Adelaide Street, Newberry, South Carolina, hereinafter known as the "**Premises**" as shown at Attachment A.

2. **Use of Leased Premises.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Storage of metal packaging.

3. **Term.** The term of this Lease shall be for a period of 18 months commencing at 12:01 a.m. on October 1, 2022, and expiring at Midnight on March 31, 2024 ( the "**Initial Term**"). At the conclusion of the Initial Term this Lease will automatically renew on a month-to-month term, subject to termination by either Party upon 90-days notice.

4. **Base Rent.** Lessee shall pay rent monthly to Lessor ("**Basic Rent**") in advance on or before the first day of each month during the Initial Term, or any additional term, with the first payment due upon the Commencement Date. The Basic Rent payment shall be \$4,500 monthly (\$54,000 annually), and shall continue until the expiration of the Initial Term and any additional term.

5. **Improvements.** By September 30, 2022, Lessor shall (i) remove all personal property from the Premises, and (ii) make all improvements set forth under the scope of work contained in Bid Number 2022-9 issued by the County on July 18, 2022, and any amendments thereto. Lessor shall not be responsible for any other improvements or alterations under this Lease. Lessee shall not have the right to make any alterations to the Premises absent written consent of the Lessor.

6. **Repairs.** Lessee shall take or cause to be taken good care of the Premises during the Term, it being understood that Lessor shall not be required to make any repairs to the Premises during the Term. At the end or other termination of this Lease, Lessee shall deliver to Lessor the Premises thereon broom clean and in good repair and condition, ordinary wear and tear, depreciation, obsolescence and casualty and condemnation loss being excepted.

7. **Utilities and Operating Expenses.** Lessee shall be responsible for and shall pay all charges incurred for the use of utility services at the Premises, including, without limitation, electricity, water, sanitary sewer, gas, and telephone services. Lessee shall additionally be solely responsible for all costs and expenses incurred in the maintenance and operations of the Premises. Such costs and operation expenses are not part of this Lease and shall not be paid to Lessor; any

costs and expenses incurred in the maintenance and operations of the Premises shall be tendered by Lessee directly to the third-party seeking payment.

**8. Taxes and Licenses.** Lessee agrees to pay all property taxes and obtain and pay all licenses in connection with the Premises. Lessor shall have no responsibility with regard to taxes or licenses.

**9. Security Deposit.** \$4,500 shall be due on the Commencement Date. Such amount shall be applied in the discretion of the Lessor to make any necessary repairs or cleaning and to pay any unpaid rent that would be the responsibility of the Lessee hereunder. The foregoing shall not reduce or limit any remedy or amount owing under this Lease from Lessee to Lessor. Any balance of the security deposit remaining at the termination of this Lease shall be returned to Lessee within 30 days of such termination.

**10. Insurance.** Lessee shall, at all times during the Term of this Lease, maintain with a reputable insurance carrier acceptable to Lessor, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Lessee against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Premises, and for any other risk insured against by such liability policies. Lessee shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Lessor shall be named as an additional insured on such policy. Lessee must provide adequate proof of insurance to Lessor on the date of execution of this Lease. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and shall result in the immediate termination of this Lease. Upon such termination, all payments received by Lessor shall be retained by Lessor as liquidated damages for such breach

(b) Lessee shall, at all times during the Term of this Lease, keep the Premises, together with all improvements, personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

**11. Signs.** The Lessee shall not install any advertisements or signs on any part of the Premises without the Lessor's written consent, which will not be unreasonably withheld.

**12. Quiet Possession.** Subject to Lessee's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Agreement and further subject to the all rights retained by the Lessor herein, the Lessee may quietly enjoy the Premises during the pendency of this Lease.

**13. Lessor's Right of Entry.** Lessor and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Lessee in the conduct of its activities on the Premises.

**14. Hold Harmless.** Lessee hereby indemnifies Lessor and agrees to save and make Lessor harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Lessee of the Premises or any part thereof of any other part of Lessor's property, including but not limited to any act or omission of Lessee, its officers, agents, contractors or employees, subtenants or any other users of the Premises; such indemnity and hold harmless shall further apply to any default, breach, violation or nonperformance of this Agreement by Lessee; any injury to person or property or loss of life sustained in or about the Premises, during the term of this Lease.

**15. Notice.** Notice is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one business day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the principal addresses of the Parties as follows:

**Newberry County, South Carolina**  
1309 College Street  
P.O. Box 156  
Newberry, SC 29108  
Attn: County Administrator  
Email: cinglese@newberrycounty.net

**MM Technics LP**  
[Street Address]  
[City, SC Zip Code]  
Attn: [●]  
Email:

**16. Damage.** (a) If the Premises shall be so damaged by fire, other casualty, or act of the public enemy so as to be substantially destroyed and unusable, then this Lease shall terminate and any unearned rent paid in advance by Lessee shall be proportionately apportioned and refunded to it.

(b) In case the Premises is not substantially destroyed, the Lessor may elect to restore the Premises and, in such event, a portion of the rent payment shall abate in proportion to usable square footage. The Lessee agrees to give the Lessor immediate notice of any damage to the Premises. Failure to timely provide notice to Lessor shall result in a waiver of any abatement rights under Section 16(a).

**17. Default.** If the Lessee fails to perform or observe any of the covenants contained herein on its part to be observed and performed for 30 days after notice by Lessor, (a) the Lessor may forthwith terminate or cancel this Lease by notifying Lessee of such termination or cancellation, and upon such termination or cancellation the Lessee shall be liable to the Lessor for all damages Lessor sustains by reason of Lessee's breach of covenant and of such termination or

cancellation; or (b) the Lessor may forthwith re-enter the Premises without notice and upon re-entry may let the Premises or any part thereof as agent for Lessee and receive the rent therefore, applying the same first to the payment of such expense as the Lessor may be put to in entering and letting the premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder. A waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions.

**18. Additional Rent.** If the Lessor shall make any expenditure for which Lessee is ultimately responsible, in whole or in part, or if the Lessee shall fail to make any payment which Lessee is obliged to make hereunder, then the amount thereof may at Lessor's option be added to any installment of Basic Rent then due or thereafter becoming due and shall be paid immediately upon demand by Lessor.

**19. Termination.** As provided in Section 16 hereof, or if at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against the Lessee, or if the Lessee shall compound Lessee's debts or assign over Lessee's estate or effects for payment thereof, or if any execution shall issue against the Lessee or any of Lessee's effects whatsoever, or if a receiver or trustee shall be appointed of the Lessee's property, or if this Lease shall, by operation of law, devolve upon or pass to any person or persons other than Lessee personally, then and in each of such cases, the Lessor may terminate this Lease forthwith by notifying Lessee as herein provided. Upon such termination all sums due and payable or to become due and payable by Lessee shall at once become due and payable. Further, any and all amounts previously paid by Lessee shall be deemed earned in full by Lessor, except as set forth in Section 16.

**20. Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of South Carolina, except with respect to any provisions that would refer the governance of this Agreement to the laws of any other jurisdiction.

**21. Condemnation.** If the Premises or any part thereof are taken or condemned for a temporary or permanent public or quasi-public use, either Party may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to the Lessee which shall be the extent of the Lessor's obligations in such event. Furthermore, should the activities taking place on the Premises during the term of this Lease cause the Premises to become or be declared a public nuisance, or should law enforcement or any public body with jurisdiction take any other action to cause the Premises to be declared unsuitable for the purpose of this Lease, then Lessor may immediately terminate this Lease with no further obligations to Lessor.

**22. No Partnership or Joint Venture.** Nothing contained herein shall have the effect of creating any relationship of principal and agent or of partnership or joint venture between the Parties, whose sole relationship is that of lessor and lessee.

**23. Title.** Title to the Premises shall at all times remain with the Lessor.

**24. Assignment.** This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of South Carolina. Provided, however, that written consent shall be obtained by the Party seeking any assignment from the other party.

**25. Facsimile and Other Electronic Means.** The parties agree that this Lease may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

**26. Entire Agreement.** The Parties agree that this Lease constitutes the entire agreement between the Parties related to the Premises and that no other agreements or representations other than those contained in this Lease have been made by the Parties. This Lease shall be amended only in writing, and effective when signed by the authorized agents of the Parties.

**27. Counterparts.** This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**28. Severability.** In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

**IN WITNESS WHEREOF,** the Parties have executed this Lease as of the Commencement Date.

**WITNESS:**

\_\_\_\_\_  
(witness signature)

**WITNESS:**

\_\_\_\_\_  
(witness signature)

**Newberry County, South Carolina,  
as Lessor**

\_\_\_\_\_  
(signature for landlord)

\_\_\_\_\_  
(printed name and title of signatory)

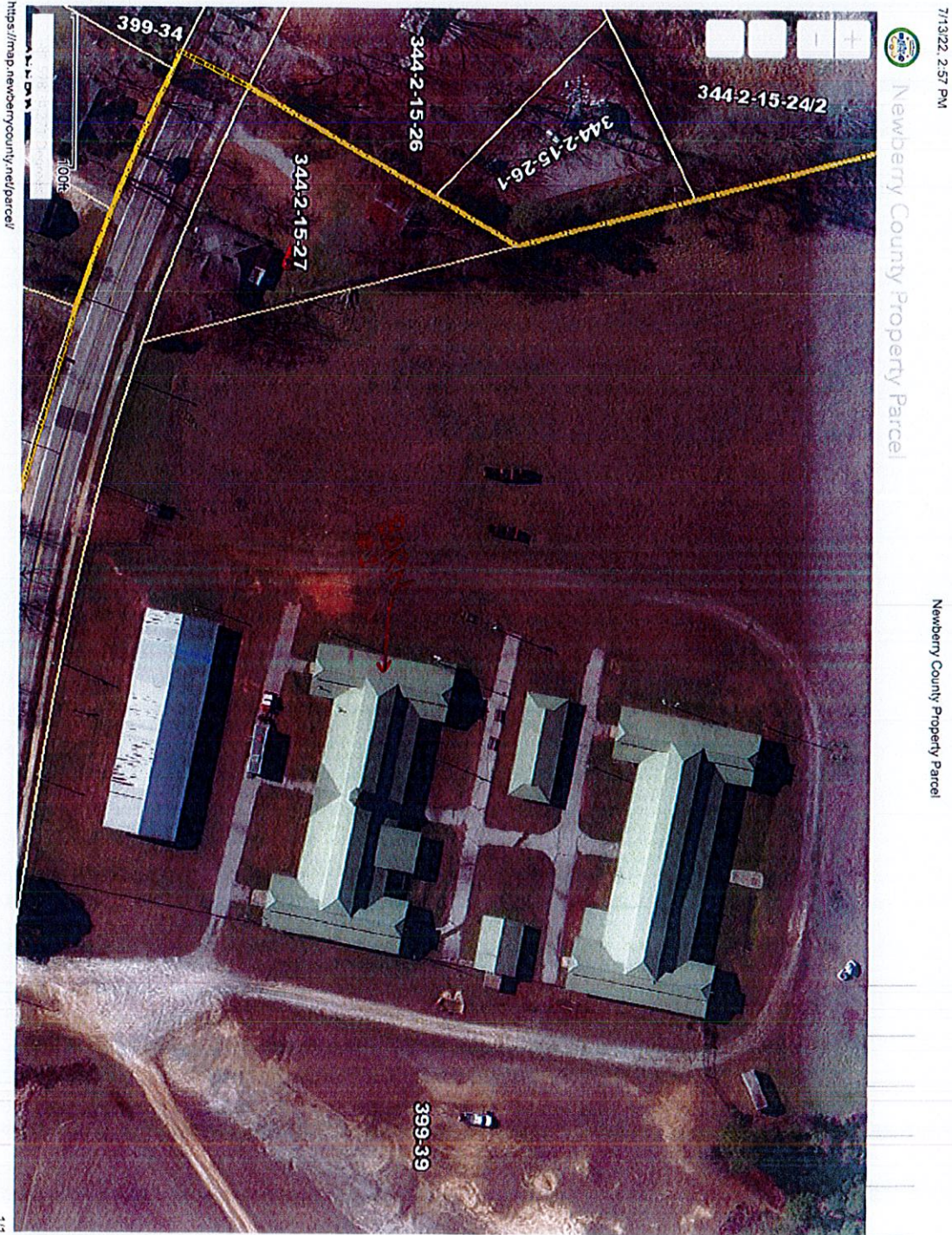
**MM Technics LP,  
as Lessee**

\_\_\_\_\_  
(signature for tenant)

\_\_\_\_\_  
(printed name and title of signatory)

Attachment A

Property





~ 13,000 sq ft.





## Agenda Briefing UPDATE FROM PREVIOUS MEETING

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration/Finance	Division: Procurement
Date Prepared: August 10, 2022	Meeting Date: August 10, 2022
Legal Review: n/a	Date:
Budget Review: Finance/Administrator	Date: July 11, 2022
Approved for Consideration:	Date:
Request Consideration by Committee / County Council: County Council July 20, 2022	
Subject: External Auditing Services	

**STAFF'S RECOMMENDED ACTION:** Staff recommends the response from Mauldin & Jenkins CPA's (M&J). Only one response was submitted for the auditing services. We solicited proposals last year, receiving two; one from Rish & Enzastiga and one from Mauldin & Jenkins. The prior year, we solicited and only received one; from Rish & Enzastiga.

**FIDUCIARY:** Currently, there is \$41,000.00 budgeted for auditing services in the budget; therefore, a significant shortfall. The amount of M&J cost proposal is \$65,000.00 for the first year, proposing 450 staff hours to conduct the audit.

**UPDATE: Staff spoke with Mauldin & Jenkins and they have agreed to reduce their cost proposal by \$5,000.00 .**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

**SUMMARY DISCUSSION:** We solicited proposals last year, receiving two; one from Rish & Enzastiga and one from Mauldin & Jenkins. The prior year, we solicited and only received one; from Rish & Enzastiga.

**ADDITIONAL COMMENTS FOR CONSIDERATION:** In order for the County to be in compliance with the Governmental Accounting Standards Board (GASB), both an internal and external audit needs to be performed annually. Rish & Enzastiga, the current CPA firm will perform the internal audit prior to M&J preparing the external audit for FY 21-22.

**UPDATE: When staff contacted Mauldin & Jenkins about lowering their cost proposal, the firm indicated that the amount they proposed includes an additional GASB requirement regarding leases, as well as the firm retaining qualified employees.**

**ATTACHMENTS:** Cost proposal from Mauldin & Jenkins.

*NEWBERRY COUNTY COUNCIL*

*MINUTES*

*July 20, 2022*

*The Newberry County Council met on Wednesday, July 20, 2022, at 6:00 p.m. in Council Chamber at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.*

*Notice of the meeting was duly advertised, as required by law.*

*PRESENT: Todd Johnson, Chair (District 1)*  
*Les Hipp, Vice-Chair (District 5)*  
*Mary Arrowood, Council Member (District 2)*  
*Henry H. Livingston, III, Council Member (District 3)*  
*Robert N. Shealy, Council Member (District 4)*  
*Johnny Mack Scurry, Council Member (District 6)*  
*Travis Reeder, Council Member (District 7)*  
*Christopher Inglese, County Administrator*  
*Debbie S. Cromer, Finance Director*  
*Jacquelyn R. Lawrence, Clerk to Council*

*MEDIA: Andrew Wigger, Newberry Observer*

*Mr. Johnson called the meeting to order and determined a quorum to be present.*

*Mr. Scurry had the invocation followed by the Pledge of Allegiance.*

***1. Additions, Deletions and Adoption of the Agenda***

*Mr. Shealy moved to adopt the agenda as written; seconded by Mrs. Arrowood. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.*

## 2. Public Appearance:

### *Senator Ronnie Cromer*

*Senator Cromer spoke concerning the SC Compassionate Care Act, which passed in the Senate but did not pass in the House. This was the bill that was attempting to make marijuana legal. Due to the legalization of marijuana being pharmacy related Senator Cromer abstained from voting for or against the passing of the bill when it came through the Senate. When this bill passed in the Senate, they made sure that there would not be any raw form of marijuana allow. All distributions would have to be in a tablet dosage or liquid dosage form. The benefits that some people receive from medical marijuana is sometimes the only relief that they can get. Nephron Pharmaceutical Corporation in Columbia wanted to be able to do research regarding marijuana however the way that marijuana is classified currently research is not allowed. One addition to this bill that the Senate added was an amendment that stated if any County chose not to allow marijuana in their county, that county would be allowed to pass an ordinance stating so.*

*American Rescue Plan Act of 2021, Senate Bill 952 was passed to give the Department of Transportation about \$454,000,000. This will help with some existing projects, such as making three lanes from Orangeburg to Charleston on I-26.*

*\$900,000,000 was distributed to the Rural Infrastructure Authority. That could benefit the counties and the cities primarily in rural areas. This money could help with sewage repairs, small road repairs or maybe some developments for the counties.*

*\$400,000,000 was distributed to the Office of Regulatory Staff, the ORS. This was distributed to help increase the broadband in South Carolina. It will also help companies such as the Newberry Electric Coop to branch out further than they already are. The funds should allow for more of the poorer areas in South Carolina to be reached for internet services.*

*House Bill 4919 was passed regarding the new elections law. This Bill passed unanimously in both Houses.*

*The following items were included in the Budget:*

*\$12,000,000 was distributed to fully fund the local government fund.*

*\$10,000,000 was distributed to the Rural County Stabilization Fund.*

*\$2,000,000 was distributed to protect the equipment for all the statewide radio systems for the first responders.*

*\$240,000,000 was distributed to the Education Fund. The District Superintendents will be able to use these funds at their discretion as each sees fit. The starting salary for entry level teachers was also raised from \$36,000 to \$38,000. Those funds were given in addition to what was given to the Education Fund.*

*3% pay raise was given across the board for State Employees. Additionally, \$102,000,000 was put in for the increase in health insurance. The State is paying for the increase so that employees insurance premiums will change.*

*\$10,000,000 was given to the nonrecurring Grant Funds for the division of aeronautics that will help any county that may need to do work on their airports. With that money a county would be able to go to the Federal Government and have the money to be able to match potential grants that may be available.*

*Having an airport in your county makes the county much more attractive to potential large companies looking to expand their company here.*

*The County Transportation Acceleration Fund received \$250,000,000 from nonrecurring funds.*

*The CTC (County transportation Committee) received around \$3,500,000 in one-time funds was sent back to Newberry County. The normal appropriation is \$2,500,000. This year the County received both amounts. These funds will be used to help take care of the much-needed road repairs on Mawson's Way where Samsung is located.*

*S233 regarding the agricultural exemption. All farm buildings and agricultural structures that are owned by a producer in this state used to house livestock, poultry crops, farm equipment or farm supplies will be exempt from taxes.*

*The Senate also passed that the taxes on manufacturing and industry to be lowered from 10% to 6%. The Bill also states that the 4% difference would be repaid to the County by the State.*

*Senator Cromer thanked the Council for the opportunity to give the Legislative update.*

### ***Richard Lupino and Joe Prater - Charter Spectrum***

*Mr. Prater presented material regarding the RDOF, Rural Digital Opportunity Fund, Charter Spectrum was awarded a significant amount of area in the county, and they have since made some adjustments. The original area awarded was 21 CBG's (Census Block Groups) across the county that were considered unserved in the eyes of the FCC at that time. The 21 CBG's totaled 4871 locations.*

*During the states last State Broadband Grant Program there were some awards made in the Northern area of the county. That impacted 3 of the CBG's causing an overlap, totaling 651 FCC locations. Mr. Prater noted that the FCC locations are based on the FCC's data. The Charter RDOF reassessed and found that some of the areas that they were awarded already had providers. Charter released those areas so that they could concentrate on the areas awarded that did not have a provider. This dropped an additional 14 CBG's, 4202 FCC locations, leaving Charter with 7 CBG's, 669 FCC locations. These areas will be where Charter plans to bring the infrastructure into.*

*Richard Lupino spoke regarding the plans for starting construction which should be sometime mid to late 2023 as they are still in the engineering and planning*

*phase of the project. Once this phase is complete it should not take but a couple of months to get the build completed. This plan could change of course due to supply and demand however Charter is committed to getting this project done as quickly as possible.*

*Mr. Reeder asked for clarification as to why they dropped so many areas?*

*Mr. Lupino stated that as those areas already had a builder/servicer in those areas it would be to focus on the areas that do not have those so that they are able to help reach more of the state no matter who the builder/server may be.*

*Mr. Prater stated that Charter is committed to building and completing this project. Residents do not have to reach out stating that they need internet. Also, Charter offers a low-income product called Spectrum Internet Assist, which means that if a resident is getting government assistance, then they would automatically qualify for this program. The program provides 100 megabytes to the residence at a reduced cost. The resident would have to call the FCC to provide the needed information and the FCC will then pay that bill up to \$50.00 per month for the resident.*

*Mr. Hipp stated that Council would like to request that an area map be created showing what areas are still not being covered so that they can look into what needs to be done to get those areas service.*

*Mr. Shealy stated that he believed that the Coop may already have that information and he would see what they had.*

*Mr. Livingston stated that the ORS may have a map showing that information.*

*Mr. Prater agreed that the ORS has excellent maps, and he will see what he can come up with regarding that request. Once the service is built Charter Spectrum would like to work with Council on getting the word out to the public that service is available.*

### ***Debbie Peake, Director of Human Resources***

*Mrs. Peake stated that she received 14 Recruitment Slogan submissions that were all very good. She asked the winner, Melinda Long to come forward. Ms. Long presented her slogan, “Dreams and Teams Work Together in Newberry County”. Mrs. Peake stated that they did have to shorten the slogan a bit due to using it on the QR-Codes that are going to be distributed. The final slogan was “Dreams and Teams Together for Newberry County”. Ms. Long was presented with a Starbucks gift card and thanked.*

*Mr. Inglese asked to be allowed to introduce his new Administrative Assistant Saralyn Yarbrough. She comes from the Augusta area. Saralyn has a master’s degree in Public Administration, a Bachelor’s Degree in History.*

**3. Request approval to move forward with the RFP for a Grant Writer Consultant**

*Mr. Inglese requested that staff be allowed to move forward with the RFP for the Grant Writer Consultant. Stating the risks of a fulltime employee verses a consultant. There are several larger grants that will be coming available, and staff would like to get Newberry County in line to apply for those. This approval would not commit the Council to anything but allowing staff to get more information from some consultants so that Council can decide if this is the best way for the County to proceed.*

*Mr. Hipp moved to move forward with the RFP with the understanding that Council needs more information regarding the potential consultants, seconded by Mrs. Arrowood. Mr. Hipp reiterated that from the discussion at Executive Committee, Council needs know what experience and knowledge of a contract consultant. That the consultant will be able to produce work immediately. Also, the importance of metrics so that Council will be able to evaluate the Consultant to be sure they are providing proper service. There needs to be specific requirements in a contract of this time to protect the consultant and the county. With no further discussion Mr. Johnson called for the vote. Voting for the request, Mr. Reeder, Mr. Johnson, Mr. Hipp, Mrs. Arrowood, Mr. Shealy. Voting against the request, Mr. Scurry and Mr. Livingston. The request passed by majority.*

**4. Ordinance No. 05-16-2022 – An Ordinance establishing procedures and requirements for entering into development agreements in Newberry County.**

**a. Second Reading**

*Mr. Hipp moved to adopt the second reading, seconded by Mr. Reeder. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.*

**5. Ordinance No. 06-19-2022 - An Ordinance acting on a request to amend the official zoning map established pursuant to Zoning Ordinance No. 12-24-01 as revised and amended by Zoning Ordinance No. 6-11-16 and codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classification and districts so as to rezone one (1) real estate parcel totaling three and eighty-seven hundredths (3.87) acres designated as TMS No. 28-1-1-6, from R2 – Rural to GC – General Commercial.**

**a. Second Reading**

*Mr. Shealy moved to adopt the second reading, seconded by Mr. Reeder. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.*

**6. Ordinance No. 07-20-2022 - An Ordinance for the purpose of leasing out certain county fairgrounds property.**

**a. First Reading**

*Mr. Inglese proposed an ordinance for leasing a barn that is in the old fairgrounds. There is a local industry that needs some storage space for 2 years or may be a little more. The industry has visited the site and they believe the space will work for them. The basic terms are \$4500.00 per month for 18 months plus a 6-month extension bringing in \$108,000. The improvements needed for both barns, staff has obtained a rough estimate of \$75,000. Staff would have to get actual true bids, but this is just an estimate. This lease would allow for the needed improvements with no cost to the county.*

*Mr. Livingston moved to adopt the first reading, seconded by Mr. Scurry. With no further discussion Mr. Johnson called for the vote. The vote was unanimous.*

**7. Discussion/Approval of RFP for external audit services – Crystal Waldrop**

*Crystal Waldrop, Procurement Director, stated staff had solicited proposals and received one proposal from Mauldin & Jenkins. This request is for an external audit. Rish & Enzastiga would continue to do the internal audit. Part of their duty would be to come in and clean up the books before the external audit is done. The amount for the internal audit is \$30,000. The budgeted amount for the external audit is \$41,000. There may be an option of scaling back the proposed hours some, but that decision cannot be made until the audit is started.*

*Mr. Inglese stated that the Mauldin & Jenkins proposal is for \$71,000 however, there should be some negotiating room in that price.*

*Mrs. Waldrop did reach out to the State contracted firms regarding getting the audit done however, those firms were unable to help this year. This audit must be done annually in order to stay in compliance with Governmental Accounting Standards Board (GASB).*

*Mr. Johnson asked for any comments or recommendations. Council's recommendation is to return to Mauldin & Jenkins for additional negotiations. No action was taken regarding this matter.*

**8. Executive Session**

*Code Section §30-4-70 (a) of the Code of Laws of SC, as amended, 1976*

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in*

*its discretion, from deleting names of the other employees or clients whose records are submitted for use at the hearing.*

- (2) *Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.*

*Mr. Shealy moved to go into Executive Session to discuss the matters as set forth above; seconded by Mr. Reeder. There being no further discussion Mr. Johnson called for the vote. The vote was unanimous.*

### **EXECUTIVE SESSION**

**6:49 P.M. – 9:30 P.M.**

*Mrs. Arrowood moved to return to open session; seconded by Mr. Shealy. Mr. Johnson called for the vote. The vote was unanimous.*

*Mr. Johnson reported that no action was taken from Executive Session.*

## **9. Adoption of Consent Agenda**

### **a. Newberry County Council Meeting – Minutes July 6, 2022**

*Mr. Scurry moved to adopt the consent agendas; seconded by Mrs. Arrowood. Mr. Johnson called for the vote. Mr. Hipp noted that there was a correction needed regarding a name in the minutes. The vote was unanimous based upon the correction being made.*

## **10. Appointments**

*No appointments made.*

## **11. Public Comments**

*No public comments made.*

## **12. Comments/Request from County Administrator**

*No comments from the County Administrator.*

## **13. Comments/Request from Council Members**

*No comments from Council*



*14. Future Meetings*

- a. Economic Development - August 15, 2022, at 6:00 p.m.*
- b. County Council - August 17, 2022, at 6:00 p.m.*

*15. Adjournment*

*Mr. Shealy moved to adjourn the meeting, seconded by Mrs. Arrowood. Mr. Johnson called for the vote. Vote was unanimous. The meeting adjourned at 9:37 p.m.*

*Newberry County Council*

---

*Todd Johnson, Chairman*

---

*Jackie Lawrence, Clerk to Council*

*Minutes approved:* \_\_\_\_\_