

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, JUNE 23, 2020

6:00 PM

ZOOM MEETING

The Honorable Joyce Dickerson, Chair

County Council District 2

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Dalhi Myers

County Council District 10

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 Administration & Finance Committee

June 23, 2020 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

The Honorable Joyce Dickerson

- a. Roll Call

2. APPROVAL OF MINUTES

The Honorable Joyce Dickerson

- a. Special Called: May 21, 2020 [PAGES 7-14]

3. APPROVAL OF AGENDA

The Honorable Joyce Dickerson

- a. Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance [PAGES 15-38]
- b. Midlands Business Leadership Group - Gateway Beautification [PAGES 39-56]
- c. Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St. [PAGES 57-87]
- d. Pontiac Magistrate Rent Increase [PAGES 88-101]
- e. Sweetwater Drive Culvert Repair Project [PAGES 102-104]
- f. Melody Garden Stream/Ditch Stabilization Construction Contract [PAGES 105-108]
- g. Replacement of Metal Storage Building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division [PAGES 109-117]
- h. Contract Award, RC-336-B-2020, Riverwalk and Stockland Drive Resurfacing [PAGES 118-127]

- i. Award of Records Management Storage Services [**PAGES 128-130**]
- j. Airport Construction Contract Award Recommendations [**PAGES 131-142**]
- k. Solid Waste - Host Community Agreement [**PAGES 143-149**]
- l. Request for Sewer Availability Approval - Proposed Development on Koon Road Tract (Tax # R03400-02-56) [**PAGES 150-154**]
- m. Richland School District One's Recommendation to Deny Richland County's Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project [**PAGES 155-210**]

4. ADJOURN



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

ADMINISTRATION AND FINANCE COMMITTEE

May 21, 2020 – 2:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski and Dalhi Myers

OTHERS PRESENT: Michelle Onley, Ashiya Myers, Angela Weathersby, Leonardo Brown, Chris Eversmann, Kimberly Williams-Roberts, Ashley Powell and Quinton Epps

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 2:00 PM.
2. **APPROVAL OF MINUTES**
 - a. April 28, 2020 – Ms. D. Myers moved, seconded by Mr. Malinowski, to approve the minutes as distributed.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Dickerson stated staff requested that Item 4(c): “Contract Amendment – Walden Pond Feasibility Study” be removed from the agenda.

Ms. D. Myers moved, seconded by Mr. Malinowski, to adopt the agenda as amended.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**
 - a. Bond Court Consolidation – City of Columbia and Richland County – Ms. D. Myers moved, seconded by Mr. Malinowski, for approval for the purpose of discussion.

Ms. D. Myers stated she believes the Legal Department had some questions because there were some legal issues the City of Columbia needed to resolve, and she requested clarification on those issues.

Ms. McLean responded that Brad was working on this item, but she has general knowledge about the issues. The issues we had were related to the agreement we would have to sign with the City, but she is not aware of any issues the City was having related to the Supreme Court Order.

Ms. D. Myers stated she does not think we have enough information on this item, and suggested the item be deferred.

Mr. Malinowski stated one of the items in bold print, under recommended action, is to reduce the cost of the City. It does not say anything about Richland County. The figures presented to us in this agenda packet are different than the ones provided in the previous committee agenda packet, which includes the salary figures, with FICA and retirement, of \$492,000 for seven part-time judges. Then later on in the briefing document it states the salary for seven part-time judges is \$53,000, so he would like clarification on which amount is correct. Also, as you go through the briefing document, it talks about the Sheriff's Department, the Solicitor, Magistrate, and the Detention Center are benefiting from the consolidation, but Richland County is getting no benefit. In the previous briefing document, there were additional considerations by Mr. Hayes, wherein he said, "There is concern about the fiscal impact being absorbed by the City, as well as incurring additional costs by the County." He inquired if there has been a change in the concern because it was not included in the updated briefing document.

Ms. D. Myers requested whoever is moving this item forward bring back information on what it costs us to host bond court, what the per head charge is, and what we pay our bond court judges, as opposed to the incremental increase. In terms of efficiencies, she does not doubt there are efficiencies to be realized. She just wants us to have a better idea of what we are recommending, in so far as helping Richland County. In tight budgetary times, we need more than just a recommendation because it is good for a municipality, or perceived to be good for the Detention Center.

Mr. Malinowski stated the updated briefing document says it is \$130.32 per defendant. The previous briefing document has a different amount.

Ms. D. Myers made a substitute motion, seconded by Mr. Malinowski, to defer this item until staff received the information requested by the committee.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- b. Harris Govern Master License and Services Agreement (MLSA) for new CAMA System – Mr. Malinowski inquired if this is the Assessor's equipment, which was spoken about previously.

Ms. Dickerson responded that is her understanding.

Ms. Powell stated this is the update to the CAMA System for the Assessor's Office.

Ms. D. Myers inquired if it was in a previous budget.

Ms. Powell responded that she briefed Council on this in a previous Executive Session.

Mr. Malinowski inquired if the support and maintenance cost is above and beyond the amounts we have previously approved.

Ms. Powell responded the total cost is \$1.5M for the replacement of the system. You may recall, in the previous Executive Sessions, she mentioned there was a request for additional funding to keep the current system moving until the time of implementation. That moved forward separate, and apart from what we are coming before the committee with today.

Mr. Malinowski stated, for clarification, is the support and maintenance for the new system or the old system.

Ms. Powell responded it is for the new system and is included in the total bottom line figure.

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Ms. D. Myers moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation to approve a Master License and Services Agreement (MLSA) and associated Work Orders for Licensed Software, Implementation, and Training and Maintenance with Harris Govern to develop a new Computer Aided Mass Appraisal (CAMA) System for an amount not to exceed \$1,480,250.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- c. Contract Amendment – Walden Pond Feasibility Study – This item was removed during the Adoption of the Agenda.
- d. Columbia Area Mental Health Lease Agreement Renewal – 2000 Hampton St. – Ms. D. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq. ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Mr. Malinowski stated, on p. 147 of the agenda packet, it notes that 4 years ago we approved this particular entity to use County space, and it appears we now need that space to resolve significant space needs for County departments and for the County Health Occupational Wellness Center. It seems we should be taking care of our County taxpayers with taxpayer funds, and not necessarily taking care of a State agency we are not mandated to take care of.

Ms. D. Myers inquired if we have been speaking with the Columbia Area Mental Health team, and are they aware the lease is up for renewal and the County has space needs that may require them to have an alternative space sourced.

Ms. Hoyle-Terry responded, it is her understanding, Columbia Area Mental Health is aware the lease is ending. They actually brought this to Administration for renewal. She is not sure if they have other plans for space. At one point, they were discussing expanding some of their services in various facilities, but she is not privy to their long-range plans are.

Ms. D. Myers stated, for clarification, we have no idea what would happen to the services they are providing were we to end the lease. The people they are servicing, while it is a State agency, are Richland County residents.

Ms. Hoyle-Terry responded that is correct. Based on her understanding, they are currently under a month-to-month lease, so this would be renewing a long-term solution rather than leaving the lease as it is.

Ms. D. Myers offered a friendly amendment to the motion to continue the lease, as it is currently, until such time as staff brings us back a request to use the premises for other more pressing needs, or until the Columbia Area Mental Health comes to us and state they no longer have a month-to-month tenancy need.

Mr. Malinowski accepted the friendly amendment. He noted, in the discussion, the South Carolina Department of Mental Health requested to temporarily locate this particular function into a Richland County facility. He would like to know what efforts they have made to find a permanent location. One of the other items mentioned is, the County is responsible for the costs and provision of all utilities, maintenance, janitorial services, and pest control. He would like to know what the annual cost is for those services.

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Ms. D. Myers inquired if Mr. Malinowski's goal would be for Columbia Area Mental Health to absorb the extra costs, or to have those costs publicly disclosed.

Mr. Malinowski responded he thinks the costs need to be disclosed, and it depends on the amount we are spending as to whether he would like to see them absorb the costs.

Ms. D. Myers suggested staff have a conversation with Columbia Area Mental Health about what portion of the costs they can absorb, so when this comes before Council the answers are available.

Ms. McLean stated this lease has not expired yet. It expires on September 30, 2020. Then it will run over to month-to-month.

Mr. Malinowski stated, for clarification, the initial lease was signed for 4 years (i.e. 4 one-year renewals).

Ms. McLean responded it was for 5 years total. It was a one-year lease with 4 one-year renewals.

Ms. D. Myers stated the amended motion has been mooted by the facts because, if the lease does not expire until September, she does not know that we have to take action to convert this into a month-to-month tenancy.

Ms. D. Myers made a substitute motion, seconded by Mr. Malinowski, to defer this item pending resolution of all issues.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- e. Federal Aviation Administration (FAA) CARES Grant Acceptance – Mr. Malinowski moved, seconded by Ms. D. Myers, to forward this item to Council with a recommendation to approve the acceptance of a grant from the FAA as part of the CARES Act in the amount of \$69,000, when offered, to be used for the purpose of augmenting potential revenue loss due to the impact of the COVID-19 Public Health Emergency at the Jim Hamilton – LB Owens Airport (CUB).

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- f. Pontiac Magistrate Rent Increase – Mr. Malinowski moved, seconded by Ms. D. Myers, to approve for discussion.

Mr. Malinowski stated, in the fiscal impact, the dollar amount the rent will be increasing is 40%. He inquired if that is an allowable rental increase in Richland County.

Ms. McLean responded she does not know of anything that would preclude this rental increase, in a commercial situation.

Mr. Malinowski stated he would like to make sure it is allowable before we move forward. He requested the date of the letter requesting the rent increase, and when the letter was received. While the judge recommends this, he does not know what the fiscal impact would be, and he would like to have that information provided.

Ms. Dickerson requested a copy of the letter requesting the rent increase, so the committee can review the document.

Ms. D. Myers stated she is not in favor of a 40% rent increase in this building. She would like staff to bring back other options, to include potentially relocating these matters to the Decker Center, since it is not outrageously far from this area. She stated this seems to be a dramatic increase. She does not know that we have any basis for it, and what other services will be provided in exchange for it.

Ms. D. Myers moved, seconded by Mr. Malinowski, to decline the offer of a 40% rent increase and to request staff bring back to the A&F Committee alternatives to the use of this facility for handling Pontiac Magistrate issues.

Mr. Malinowski stated he believes we need to know how many DUI and DUAC cases there are per month at this particular magistrate's office, and the average time it takes one of these cases to be handled. The Supreme Court Order states, "to set terms of criminal court when such terms are necessary for the disposition of cases within the jurisdiction of the magistrate court, and to assign cases to any magistrate of the county." Therefore, we can send these cases to other magistrate courts, if needed.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- g. Unsafe Structure – 1220 Tolliver Street – Mr. Malinowski moved, seconded by Ms. D. Myers, to approve for discussion.

Mr. Malinowski stated he cannot support this item, as it stands, without more detail. Part of the motion of origin said, "it would be \$300,000 to establish a community center and playground area on the site." He does not believe we are going to get a community center for \$300,000. We need financial figures as to what the costs of any, and all, of these items would be. He inquired if Ms. D. Myers was still in favor of removing the building and replacing it with these other items. According to the briefing document, the structure is not on any National Register of Historic Places or Statewide Historic Properties list.

Ms. D. Myers stated she thinks what staff is trying to do is to get the flexibility to move the project along. We will have to approve expenditures as they come up. She would like to allow them to move forward, and bring back expenditures for approval.

Mr. Malinowski stated he is in favor of staff bringing expenditures back, so we can determine what we can get with the \$300,000.

Ms. D. Myers stated since this is earmarked money, for this specific purpose, she would like to know what Mr. Malinowski's concern is.

Mr. Malinowski responded he is concerned that the earmarked money is \$300,000, but the wording of the motion calls for a community center and playground. We are not going to get any type of community center for \$300,000. The other concern would be that the County must take ownership of the property in order to use public funds to establish a community center and playground area on the site. It appears, if we approve this we are approving both items, but we only have \$300,000 to work with, which is why he would like to see figures. In addition, we are going to have to go through the recently approved rules relating to property acquisition by the County.

Ms. D. Myers stated this is a structure that staff needs to address quickly. If she is not mistaken, we started demolishing something, and the other half of it had historic connotations and significance for the community. We need to allow staff some flexibility on this. We may be debating that staff put the wrong wording down for what they are going to do, but she would not like for us to hold this in committee because of the nature of what is going on there on site, and that it needs work to be happening now.

Mr. Malinowski noted Ms. D. Myers is saying there are some historic aspects to it, but all we have gotten from staff speaks to safety issues. He inquired if we can get the Conservation Commission to weigh in on this, and potentially begin to handle it.

Ms. D. Myers noted, unless she is mistaken about the structure, this is the oldest known African-American church in that area. To the extent that the Conservation Commission has not been involved in it, she does not know what they can add. She does know that continuing to bulldoze it and not figuring out a way to preserve it would be a major problem.

Mr. Malinowski stated we recently approved how the County acquires property, and there is a format to go through. We need to go through the acquisition side if we are going to acquire this property. He is in support of saving a historic building, which is why he spoke about the Conservation Commission. He is thinking we can stop the demolition process by having the structure declared a historic building. Once we stop the process and move forward with the reconstruction that is where we can find out what the financial costs are.

Mr. Malinowski moved to recommend not to demolish the structure until we are able to determine what type of finances it will take to preserve it.

Ms. D. Myers requested a friendly amendment to not support the demolition of the structure, and request staff to bring us back information on costs to preserve and put in place something that is consistent with the community's needs.

Mr. Malinowski accepted the friendly amendment. He inquired if this structure is within the unincorporated area of Richland County.

Ms. D. Myers responded it is on the backside of Shop Road, and is located in a pocket of her district that is unincorporated and a pocket that is incorporated, so she is not sure.

Mr. Malinowski stated, if the structure is located in the incorporated portion of the County, we could possibly get some assistance from the City.

Ms. Powell stated the structure is located in the City of Columbia. Secondly, what staff is currently asking for is the ability to move forward to work with the property owner to abate the violations on the property.

Mr. Voignier stated we are not actively demolishing this structure. Currently, although they are on our unsafe structure list, there is no active demolish going on, due to the state of the property. There are some things that need to be done to the property to abate the violations.

Mr. Malinowski stated he did not realize the County would be allowed to go into the City, even if there were the potential of demolition, and demolish something within the City confines.

Ms. Powell responded she meant to say the structure was not located in the City of Columbia.

Ms. D. Myers made a substitute motion, seconded by Mr. Malinowski, to allow the staff to work with the building owners to prevent any demolition activity, and to bring it up to code. In

addition, to work with the Conservation Commission to ascertain any conservation issues and assistance that can be provided.

In Favor: Malinowski, Dickerson and Myers

The vote in favor was unanimous.

- h. Replacement Office Building – Stormwater Management Division – Mr. Malinowski stated he does not have an amended agenda, which included this item. Therefore, he would move to defer this item until he can review the information.

Ms. D. Myers inquired if the item was time-sensitive.

Mr. Eversmann responded the item was deferred to this meeting because the committee ran out of time at the previous meeting. The current structure that Stormwater Management Division is housed in is in extremely poor shape. If there are any questions, they could be addressed prior to the item being taken up by Council.

Mr. Malinowski inquired about when the amended agenda was sent out, and who sent it out.

Dr. Thompson responded the Clerk's Office sent out the amended agenda on Monday. To address Mr. Malinowski's question, the item is not time-sensitive, but as Mr. Eversmann mentioned, it was on the previous committee agenda. He stated the item was inadvertently overlooked when the agenda was prepared, but it was an item that should have been included on this agenda initially.

Mr. Malinowski inquired about how many pages the briefing document was.

Ms. A. Myers responded it is 12 pages. The briefing document is 2 pages, and the remainder is the price quote and the layout.

Mr. Malinowski moved, seconded by Ms. D. Myers, to defer this item until the next committee meeting to allow time for the committee to review the briefing documents.

Ms. Dickerson apologized that this item did not get addressed at the April committee meeting.

Ms. Dickerson made a substitute motion, seconded by Ms. D. Myers, to forward this item to Council without a recommendation.

Mr. Malinowski stated, although he does not have the Council Rules in front of him, he believes this item would not be properly before the committee, on this agenda, because, it is his recollection, that items to appear on a standing committee agenda must be printed and provided to members of the committee, and Council, on the Friday before the committee meeting. If the amended agenda was not sent out until Monday, this is a violation of our rules, and we should not be discussing this, at this point.

Ms. Dickerson responded we did not have it on this agenda, but we did have it on our previous agenda, and it did not get discussed.

Mr. Malinowski requested the Parliamentarian to weigh in on if this item is properly before the committee.

Ms. McLean stated the rules say, "Agendas must be delivered electronically to the County Administrator's Office no later than 5:00 PM on the date 2 weeks prior to the committee's

Administration and Finance

May 21, 2020

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scheduled meeting date...Agendas, with backup information, shall be provided to all members of Council on, or before, the Friday prior to the committee meeting.” It looks like it was proper for the previous meeting, and improper for this meeting. Even though it was on a previous agenda, it was not noticed properly.

Mr. Malinowski moved to adjourn.

The motion died for lack of a second.

Ms. D. Myers stated, technically, Mr. Malinowski is correct. She is concerned that we are yielding to the technicality, and not making room for human error. The item was briefed to us before. If Mr. Malinowski feels this is a violation that puts us at a bad place, she is willing to go along with that, but she is requesting some human indulgence because it seems like this was just a human error.

Ms. Dickerson stated we are in some very difficult times, and she commends staff for doing a great job under these untimely circumstances. With that, since this was on the agenda for the previous meeting, time ran out, and we could not discuss it, she is going to stay with her motion.

Mr. Malinowski inquired, if something is not properly before us, people can just make a motion and move it along.

Ms. McLean responded it is not her call. The Chair is in charge of the meeting. There are ways you can protest it, but the Chair has the final say.

Mr. Malinowski inquired how you can protest it.

Ms. D. Myers moved, seconded by Ms. Dickerson, to waive the rules to allow this item to be taken up, as it should have been on this agenda but for a clerical error.

In Favor: Dickerson and Myers

Opposed: Malinowski

The vote was in favor to waive the rules.

In Favor: Dickerson and Myers

Opposed: Malinowski

The vote was in favor of forwarding this item to Council without a recommendation.

5. **ADJOURNMENT** – The meeting adjourned at approximately 3:05 PM.



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Updated: June 17, 2020 **Meeting Date:** June 23, 2020

Legal Review	Brad Farrar via email	Date:	May 28, 2020
Budget Review	James Hayes via email	Date:	June 17, 2020
Finance Review	Stacey Hamm via email	Date:	June 18, 2020
Public Works Review:	Michael Maloney via email	Date:	June 10, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee: Administration and Finance
Subject: Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance

Recommended Action:

Staff recommends the approval of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

Motion Requested:

Move to approve staff’s recommendation of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

Request for Council Reconsideration: Yes

Fiscal Impact:

There are costs associated with maintenance of infrastructure. There are no costs associated with plan review and inspections as the fees for these services will be charged to the developers and/or engineers submitting the projects.

Motion of Origin:

The request did not originate from a Council member.

Council Member	
Meeting	
Date	

Discussion:

The Town of Irmo has reached out to both Lexington and Richland Counties to update the current IGA and expand the engineering review responsibilities of Richland County.

The Town of Irmo is partly in Richland County and partly in Lexington County. Richland County and the Town of Irmo began operating under an IGA in 2007, when the Town received its NPDES Phase II Permit, from DHEC, through Lexington County.

Amendments to the County's Ordinance, Chapter 21, were approved in 2013 that better outlined the expectations for road standards and Richland County maintenance.

The updated IGA includes the removal of the insurance provision found in Section VI of the 2007 IGA between Richland County and the Town of Irmo.

Attachments:

1. Updated Intergovernmental Agreement
 - a. Lexington County Additions (bluelined); Richland County Additions (redlined)
 - b. Clean IGA
2. 2007 IGA
3. Amendments to Chapter 21

IGA APPROVED BY RICHLAND COUNTY

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020~~19~~⁸, by and between the County of Richland, the County of Lexington, bodies politic duly ~~created and existing~~ pursuant to ~~the provisions of~~ S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, ~~created and existing~~ pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

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WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the "County";~~ and

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WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, ~~with~~ Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and.

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WHEREAS, The Town of Irmo ~~is desirous~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

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WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

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NOW THEREFORE, in consideration of the representations set forth herein, the parties agree to as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.

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B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that ~~lies~~ in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. ~~The following determines which County will be responsible for review and inspection:~~

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1. Residential Developments - The County ~~which has the majority~~greater having more ~~than (50) percent~~ of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain ~~their~~its respective roadways and storm drainage systems as to the approved plans. ~~Coordination between the two counties will decide who has the majority of the roadway.~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will ~~give a courtesy call to~~notify the other county in writing within ten (10) business days for inspection of major items, ~~such as to include~~ proof rolls, ~~etc.~~ The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County ~~with the majority~~greater having more than ~~fifty (50) percent~~ of the acreage of disturbance will review and inspect the project to that county's engineering standards. ~~Coordination between the two counties will decide who has the majority.~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure. ~~The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all prerequisites and~~ internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
- 1-2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site

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Commented [BF1]: The parties can agree to this, but this document will not protect any parties to it from claims for maintenance, repair or liability made by anyone who is not a party to this agreement.

Commented [CV2R1]: If there is language that would be more applicable to addressing the protections you raise, I would defer to your expertise on whether or not it should be added.

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Commented [BF3]: See previous comment.

Commented [CV4R3]: See previous response.

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Commented [BF5]: What is a "Delegated Entity?" Does this mean Richland or Lexington County?

Commented [CV6R5]: Essentially, yes. This language is taken from the current agreement with the Town. The official definition is a local government (or other governmental entity such as a tribal 72 government or Conservation District) that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. As used in connection with NPDES programs, the term does not connote any transfer of state authority to a local government.

IGA APPROVED BY RICHLAND COUNTY

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the County's Public Works Director of the County at issue.

Section Four: Funding

Richland The County will assess the residents of the Town of Irmo in Richland County Richland and/or Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland CountyRichland and/or Lexington County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each Richland CountyRichland and/or Lexington County hereunder. The provisions of this section apply to:

- Real and personal property taxes
Automobile registration fees
Subdivision processing fees
Stormwater Utility fees

"C" funds allocated to Richland CountyRichland and/or Lexington County pursuant to State law will be utilized by Richland CountyRichland and/or Lexington County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland The County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

"C" funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

Section Five: Termination

This Agreement may be terminated by either any party upon giving six (6) months/ninety (90) days' notice of the intent to terminate to the non-terminating party.

In the event the Municipality terminates this Agreement, the Counties County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the

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termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

~~The duration of~~ This ~~This~~ Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

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Section Seven: Previous Agreements

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This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

Commented [BF18]: Adding language in red font, as without it this would void all MOUs, IGAs and any other agreement between Richland County and the Town of Irmo on any subject.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

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IGA APPROVED BY RICHLAND COUNTY

IN WITNESS WHEREOF, the parties hereto ~~have hereunder caused their names to be affixed as heretofore duly authorized~~ execute this Agreement on the date first above written,

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WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services

This agreement is entered into this ____ day of ____ 2020, by and between the County of Richland, the County of Lexington, bodies politic duly pursuant to S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

WHEREAS, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the “County”;~~ and

WHEREAS, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

WHEREAS, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

WHEREAS, The Town of Irmo ~~is—desires~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

WHEREAS, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

NOW THEREFORE, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.
- B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that lies in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible for review and inspection:

1. Residential Developments - The County having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will notify the other county in writing within ten (10) business days for inspection of major items, to include proof rolls. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits

to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to Town of Irmo within ten (10) business days. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland and Lexington County Maintenance Responsibilities

A. Through its Department of Public Works, Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances.

Through its Department of Public Works, Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for that County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County or Lexington County

With the exception of street name signs, neither County will provide maintenance on roads that have been taken into the State Highway System. Each County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within its geographical territory.

B. Each County will include the roads it maintains within the Town of Irmo's limits in its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.

- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3.

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within Richland or Lexington County as in the unincorporated areas of Richland or Lexington County. Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland or Lexington County.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

Section Four: Funding

Richland County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each County hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

“C” funds allocated to Richland County pursuant to State law will be utilized by Richland County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

“C” funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

Section Five: Termination

This Agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

In the event the Municipality terminates this Agreement, the Counties shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

IN WITNESS WHEREOF, the parties hereto on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) FOR ROADS & MAINTENANCE AND
 COUNTY OF RICHLAND) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this __ day of July, 2007, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality ");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, later

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Page 1 of 6 OCT 18 2007

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II - Municipal Responsibilities

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III – Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article 1.

ARTICLE 3 - GENERAL

Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III - Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV - Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

Section V- Termination by the Municipality

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI- Insurance

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII- Duration

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII- Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Sydney Keating
Tony McDonald

John
[Signature]

COUNTY OF RICHLAND

By:

J. Milton Pope
J. Milton Pope
County Administrator

Richland County Attorney's Office
Amelia R. Linder
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TOWN OF IRMO

By:

John L. Gibbons
John L. Gibbons
Mayor

BOOK 14

PAGE 222

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 056-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

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 RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County:
 - a. All improvements will be constructed to the standards of Lexington County.
 - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
 - a. All improvements will be constructed to the standards of Richland County.
 - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.
- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:

- (a) Except as provided for in sections 21-4, 21-5, and 21-5.5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

SECTION III. 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.

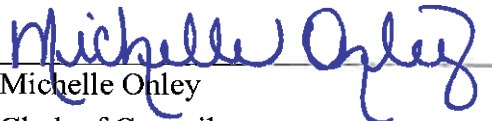
SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. Effective Date. This ordinance shall be effective from and after November 5, 2013.


RICHLAND COUNTY COUNCIL

BY: 
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE 6th DAY
OF November, 2013.


Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

First Reading: October 1, 2013
Second Reading: October 15, 2013
Public Hearing: November 5, 2013
Third Reading: November 5, 2013



Agenda Briefing

Prepared by: Ashiya A. Myers, Assistant to the County Administrator

Department: Administration

Date Revised: June 10, 2020

Meeting Date: June 23, 2020

Legal Review	Larry Smith and Elizabeth McLean via email	Date:	June 12, 2020
Budget Review	James Hayes via email	Date:	February 12, 2020
Finance Review	Stacey Hamm via email	Date:	February 12, 2020
Other Review	Jeff Ruble, Economic Development Director, via email	Date:	February 19, 2020
Approved for Council consideration:		County Administrator Leonardo Brown, MBA, CPM	
Subject: Midlands Business Leadership Group - Gateway Beautification			

Recommended Action:

Staff recommends working collaboratively with the region’s governmental entities to increase regional competitiveness. Accordingly, staff will respond as directed by the Council relative to the request.

Motion Requested:

1. Move to approve the resolution as presented; or,
2. Move to approve the resolution as amended; or,
3. Move to deny the resolution.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact associated with the approval of the resolution. Per Mr. James Bennett, final costs associated with gateway beautification are not available; however, estimates range between \$500,000 and \$1 million divided among six (6) local governmental councils and the business community.

Presently, there is no request for financial commitment from Richland County government. The County Attorney’s office has recommended language modifications to the proposed resolution to remove future potential financial obligations.

Motion of Origin:

There is no associated Council motion of the origin.

Council Member	
Meeting	
Date	

Discussion:

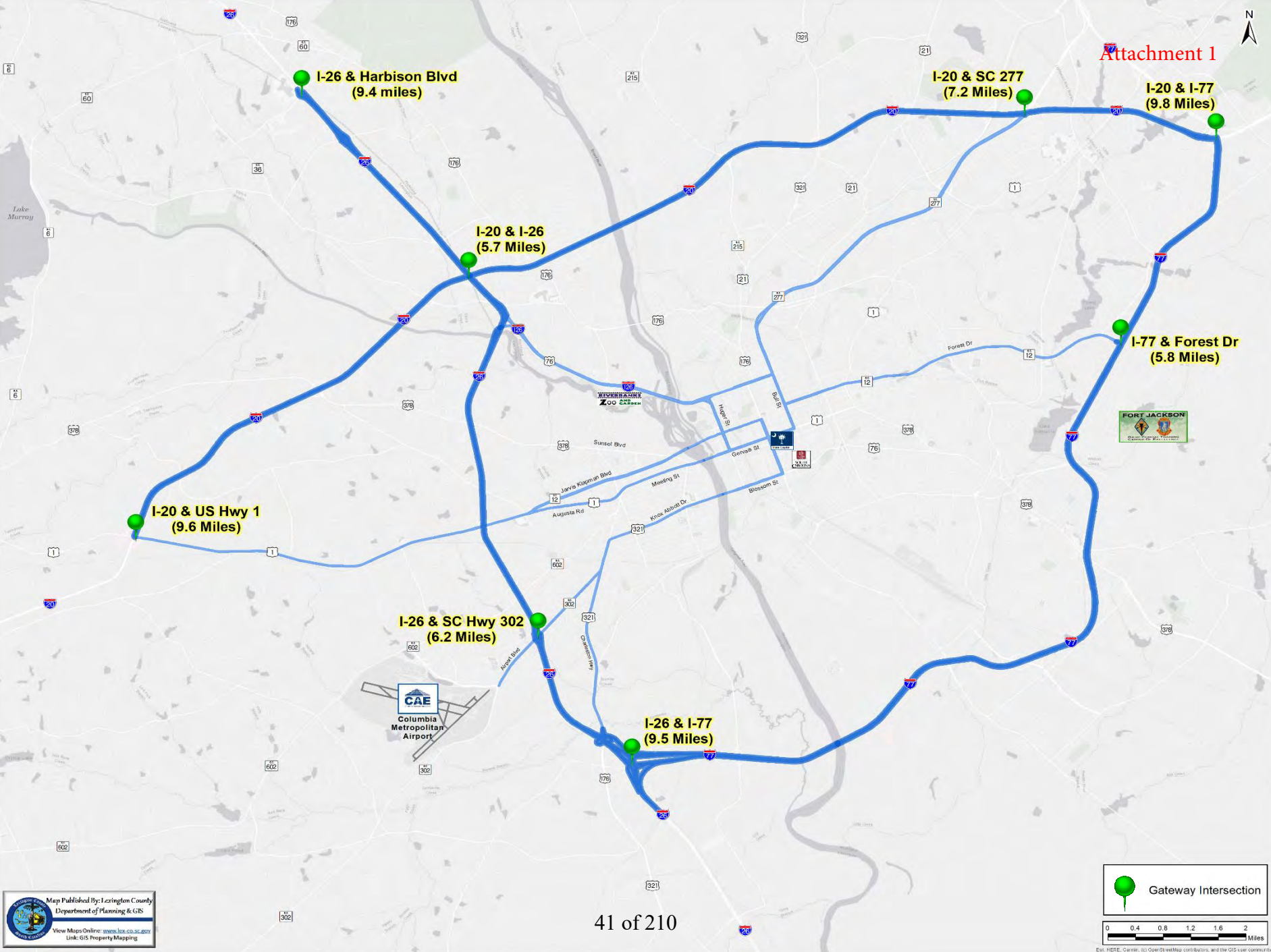
Richland County, along with Lexington County, the City of Columbia, the City of Cayce, the City of West Columbia, and the Town of Springdale, has been asked to endorse efforts to beautify regional gateways as proposed by the Midlands Business Leadership Group (MBLG) via resolution.


Richland County's Economic Development office is aware of the effort as the MBLG provided a presentation on January 30 at the Convention Center. The office indicates improving the gateways into our community is a worthwhile endeavor as critics have harshly judged the County's appearance. Additionally, the Urban Land Institute has recommended more trees and less surface parking. The resolution also sends a "strong signal" of regional cooperation with Lexington County. Lastly, many economic development prospects fly into Columbia. Highway 302, just east of I-26, features a bar with a confederate flag – which may invoke negative imagery for some.

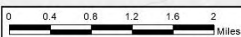
Outlined within the resolution are suggestions for beautification efforts which include plant improvements and the regulation of architectural designs for future development. Though the resolution implies a willingness to commit "resources" to the beautification project, the associated fiscal impact has not yet been quantified beyond estimates ranging from \$500,000 to \$1 million spread among six local governmental councils and the business community.

Attachments:

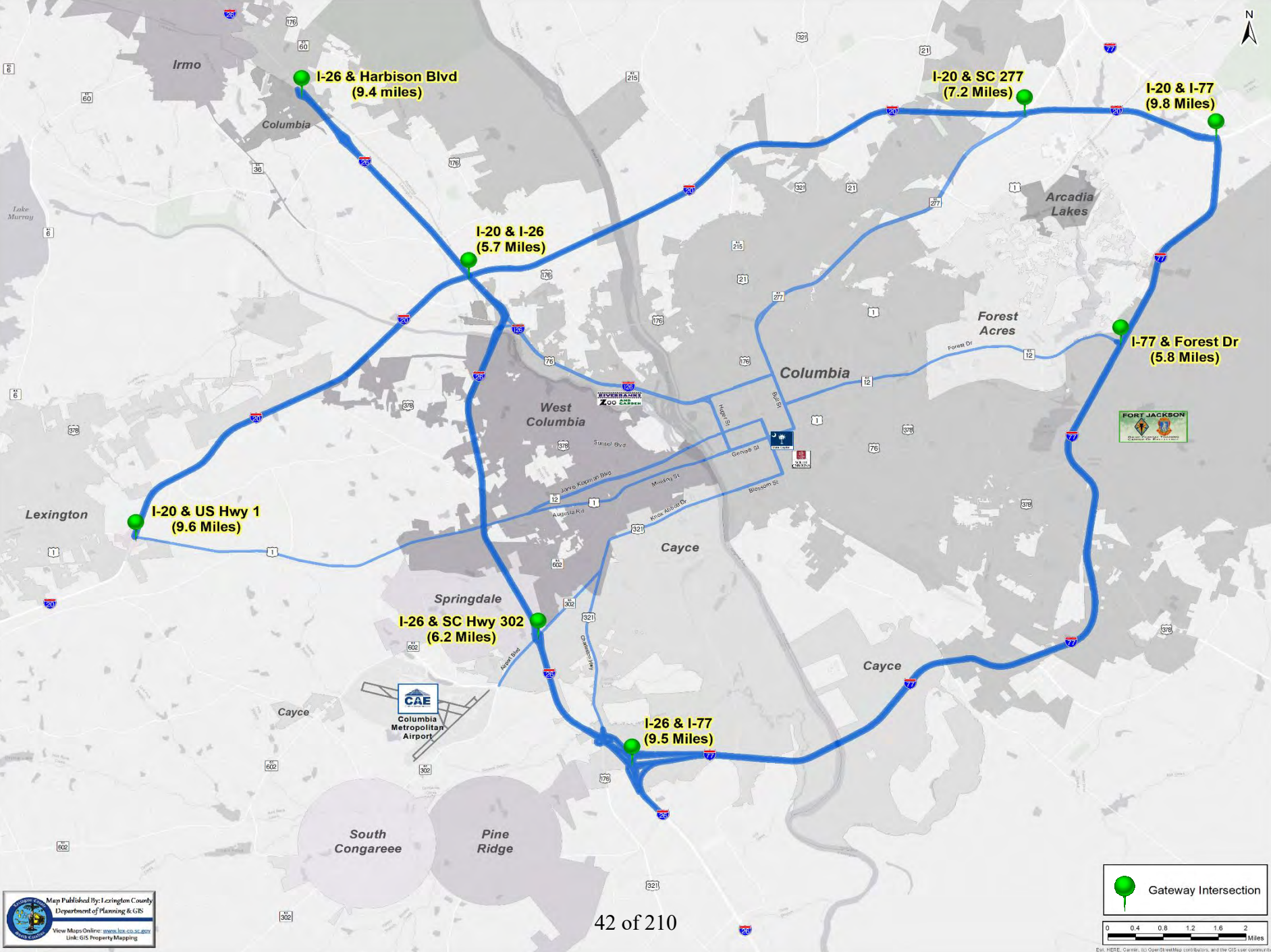
1. Gateways to the Midlands PowerPoint Presentation
2. Resolution as proposed
3. Resolution as amended by recommendation of the County Attorney's Office
4. Memorandum – March 16, 2020




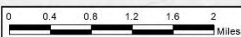
 Gateway Intersection



Esri, HERE, DeLorme, Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User community

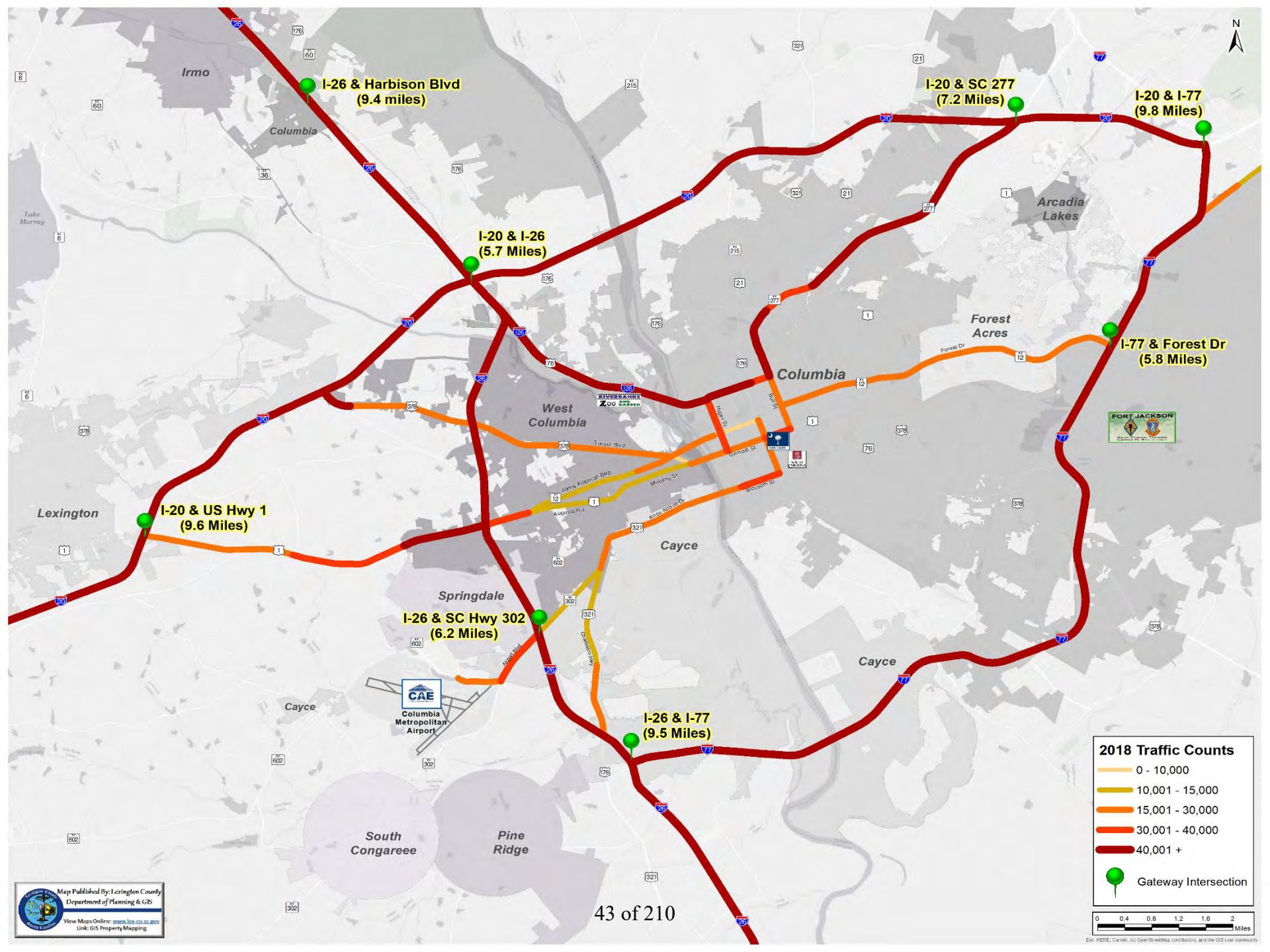


 Gateway Intersection



0 0.4 0.8 1.2 1.6 2 Miles

Esri, HERE, DeLorme, (c) OpenStreetMap contributors, and the GIS user community



**I-26 & Harbison Blvd
(9.4 Miles)**

**I-20 & SC 277
(7.2 Miles)**

**I-20 & I-77
(9.8 Miles)**

**I-20 & I-26
(5.7 Miles)**

**I-77 & Forest Dr
(5.8 Miles)**

**I-20 & US Hwy 1
(9.6 Miles)**

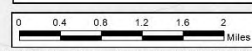
**I-26 & SC Hwy 302
(6.2 Miles)**

**I-26 & I-77
(9.5 Miles)**

2018 Traffic Counts

- 0 - 10,000
- 10,001 - 15,000
- 15,001 - 30,000
- 30,001 - 40,000
- 40,001 +

Gateway Intersection





I-20 & US Hwy 1 (9.6 Miles To Capitol)



Spartanburg
Columbia Cir



Harbison Blvd



Columbia

I-26 & Harbison Blvd (9.4 Miles To Capitol)



200 ft
100 m

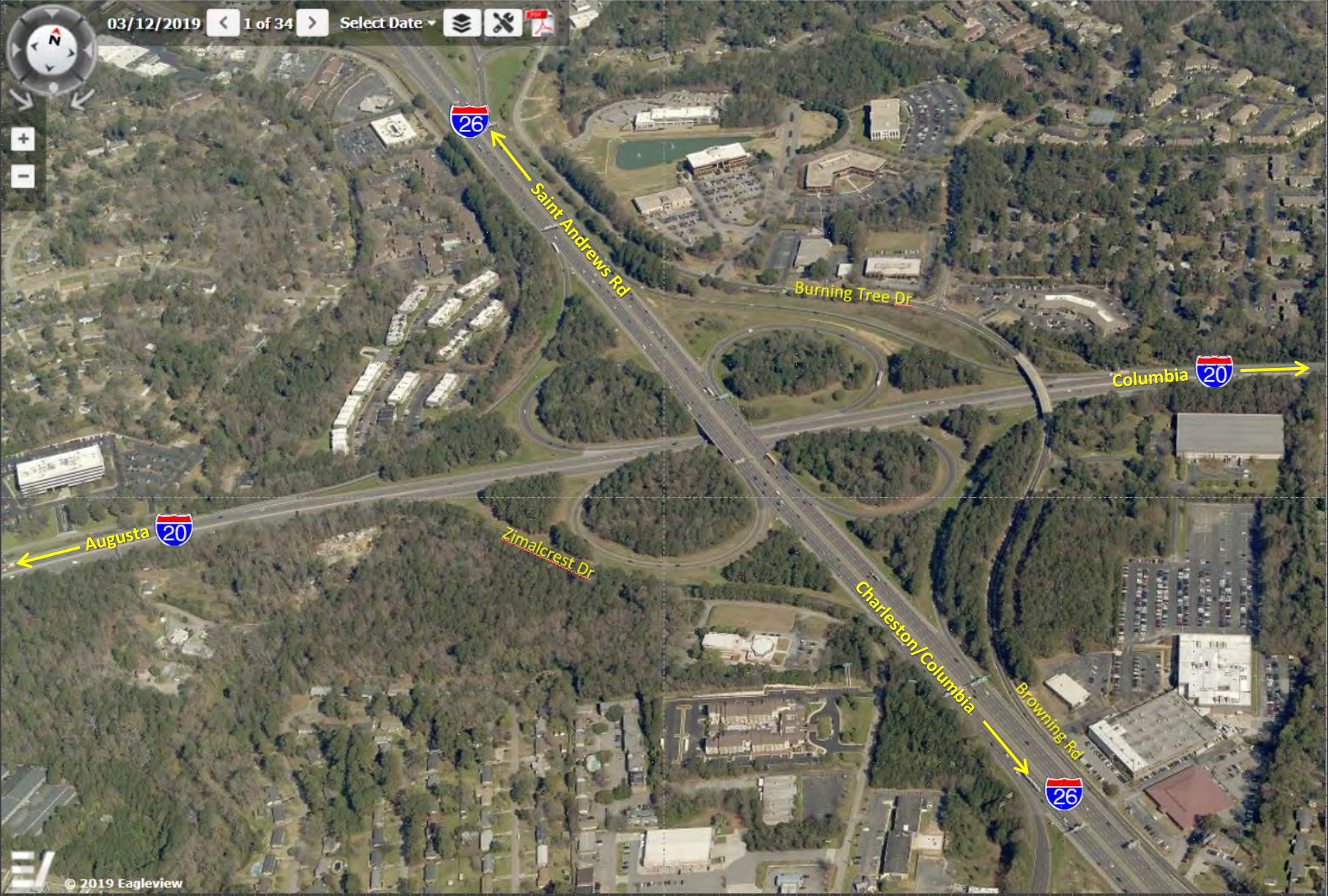
I-26 & SC Hwy 302 (6 Miles to Capitol)



I-26 & SC Hwy 302 (6 Miles to Capitol)



I-26 & I-77 (9.5 Miles To Capitol) 48 of 210



I-20 & I-26 (5.7 Miles To Capitol) 49 of 210



I-20 & I-77 (9.8 Miles To Capitol)

50 66210



I-77 & Forest Dr (9.8 Miles To Capitol)



North Main St / Columbia

SC 277

I-277

Florence



Columbia

SC 277

Birdsong Dr

Hearn Dr

Oakmont Dr

Parkview Dr

Highview Dr

Pinedale Dr

Claudia Dr

Roof St

I-20 & SC-277 (7.2 Miles To Capitol)

STATE OF SOUTH CAROLINA)
) RESOLUTION 19-_____

FOR GATEWAY BEAUTIFICATION ENDORSEMENT

WHEREAS, as we all know, the entranceway to our homes is something that we keep clean and inviting, so that our visitors get a clear first impression of the person who curated it. Hopefully, that impression is that this home is cared for, loved and kept in high regard; and

WHEREAS, it is our belief that, collectively, the same attitude needs to be taken as we welcome in visitors to the Greater Midlands area. With nearly 500,000 flight passengers landing at the Columbia Metropolitan Airport in 2019, Airport Boulevard has become the welcoming corridor to many Midlands visitors; and

WHEREAS, this became evident earlier this year when the City of Columbia hosted the 2019 NCAA Men’s Basketball Tournament, which brought fans from 33 different states and a local economic impact of \$11.3 million. All of them that flew into the Columbia Airport got their first glimpses of the communities we know and love by traveling down this corridor; and

WHEREAS, in order to make our community stand out as a shining example of what the Midlands has to offer in terms of business, livability and recreation, it is important that we work together to improve this corridor, so that it is something we are all proud to stand behind; and

WHEREAS, among the eight gateways to the Midlands identified by the Midlands Business Leadership Group, Airport Boulevard has been deemed as the most important and the top priority for improvement.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

It is upon all of us at Lexington and Richland counties, as well as the cities of Cayce, Columbia, Springdale and West Columbia, to take ownership of this entranceway and improve upon it. This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts which will regulate architectural designs for future development. Even though each community has its own intricacies and nuances, it is also important to show that we all work, live and love the Midlands together.

We fully endorse the beautification of the Airport Boulevard corridor. Furthermore, we will put forth whatever is needed in terms of ideas, skills and resources to ensure we make our entrance way something to be cherished and proud of for years to come.

We have come together before to make the Midlands great. We believe that we can all come together again to ensure that we stand out as **the entranceway** for our communities and our great state.

Lexington County Council Chairman

Richland County Council Chairman

Mayor of the City of Cayce

Mayor of the City of Columbia

Mayor of the Town of Springdale

Mayor of the City of West Columbia

STATE OF SOUTH CAROLINA)
) RESOLUTION 19-_____

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Lexington County Council Chairman

Richland County Council Chairman

Mayor of the City of Cayce

Mayor of the City of Columbia

Mayor of the Town of Springdale

Mayor of the City of West Columbia

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Memorandum

To: Richland County Council

From: Ashley M. Powell, Assistant County Administrator

CC: Leonardo Brown, County Administrator
Ashiya Myers, Assistant to the County Administrator

Date: March 16, 2020
Updated June 8, 2020

Subject: Midlands Business Leadership Group – *Gateway Beautification*

During its February 25, 2020 Administration & Finance committee meeting, the Committee requested that I vet the Midlands Business Leadership Group (MBLG) gateway beautification proposal.

Derivative of my review of the documents at my disposal (those that were included in the February 18, 2020 briefing document), and the May 20, 2020 virtual MBLG Governmental Cooperation meeting, I offer the following:

- **The methodology employed for establishing target areas for beautification is sound.**
 - As this initiative seeks to enhance gateways, it is prudent to define said gateways by assessing the paths most frequently utilized as means of ingress/egress.
 - This approach allows efforts to be targeted as is dictated by data rather than a subjective assessment of need. This better ensures equitable use of combined resources.
 - Lastly, where methodology is concerned, utilization of traffic count data has the two-fold benefit of identification and prioritization.
- **There is no apparent, direct conflict where Richland Renaissance is concerned.**
 - The resolution, as presented, cites plant and vegetative improvements along roadways as the tangible realization of the MBLG plan. This would support/enhance the beautification efforts within the County's Renaissance plan.
 - During the May 20, 2020 virtual meeting, I was able to see initial drawings for beautification proposed at I-77/Forest Drive. Like measures would not impede future gateway signage.
 - However, the County is likely to target some of the same/proximate areas when installing gateway signage. As such, it should be understood and/or expressly stated that continued collaboration that allows the County to be an influential partner in decision-making where improvements, phasing and timeline are concerned is necessary.

There is language in the resolution that I question as necessary and/or viable as follows below:

- ... *This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts, which will regulate architectural designs for future development.*
 - Regulations that pertain to growth and development within a jurisdiction are appropriately decided by its professional Planning staff and enacted as policy via its governing body. To externalize such a thing would not be advisable.

In conclusion, it is my assessment that the intent of the resolution and concept it seeks to further are both practical and of substantial benefit to the County, its citizens and neighboring jurisdictions.

As such, it is my recommendation that Richland County Council offer its full endorsement of the beautification of the Airport Boulevard corridor and other areas identified as priority in the MBLG plan contingent upon the following:

- MBLG and its individual members agree to continued collaboration that allows the County to be an influential partner in decision-making where improvements, phasing and timeline are concerned;
- The resolution is amended to reflect the recommendations of the County Attorney's Office; and
- The resolution is modified to identify MBLG as a stakeholder group in future discussions around regulations for growth and development within the County rather than reading as though the alliance will serve as an authority on possible, future overlay districts and/or the establishment of architecture and design guidelines

Per conversations during the May 20, 2020 meeting, all other, relevant jurisdictions have already executed the resolution. As such, I would further recommend that, if appropriate, Richland County execute the document making known its full support of the spirit of the resolution and submit with it, and for record, a letter detailing the conditions under which the County offers its support. I defer to the Office of the County Attorney as to the appropriateness of the proposed course of action; noting that modification of the resolution at this time would require all other jurisdictions to re-route and execute the document.

Ashley M. Powell, Assoc. AIA, AICP





Agenda Briefing

Prepared by: Ashiya Myers, Assistant to the County Administrator
Department: Administration

Date Updated: May 26, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	May 13, 2020
Budget Review	James Hayes via email	Date:	May 12, 2020
Finance Review	Stacey Hamm via email	Date:	May 13, 2020
Risk Management Review:	Brittney Hoyle via email	Date:	May 12, 2020
Sheriff's Department Review	Deputy Chief Chris Cowan via email	Date:	May 13, 2020

Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM
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Committee Administration and Finance

Subject: Columbia Area Mental Health Lease Agreement Renewal - 2000 Hampton St

Recommended Action:

As this request was generated by an outside agency, staff takes a neutral position as to renewal of the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Motion Requested:

1. Move to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St; or
2. Move not to renew the lease with Columbia Area Mental Health Center (a division of the South Carolina Department of Mental Health) for the use of approximately 8,871± sq.ft. for the Adult Clinic Services on the third floor of 2000 Hampton St.

Request for Council Reconsideration: Yes

Fiscal Impact:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic. The addition of five (5) Sheriff's deputies is a potential additional fiscal impact unless, as per recommendation of the Office of Budget and Grants Management and the Sheriff's Department, the SCDMH covers the associated costs relative thereto.

The annual operational/maintenance cost for the mental health leased space is \$20,430. The cost includes electricity, water, and service agreements (HVAC, pest control, elevators, fire suppression/inspections, and surveillance system).

Motion of Origin:

There is no associated Council motion of origin. Staff is moving this item forward at the request of the South Carolina Department of Mental Health.

Council Member	
Meeting	
Date	

Discussion:

In 2015, the South Carolina Department of Mental Health (SCDMH) requested to temporarily locate their Adult Clinic Services in the Richland County Health Building located at 2000 Hampton Street. The request was made after one of their three leases fell through shortly before they were due to relocate from their Bull Street location. Richland County Council approved the temporary space provision during their Regular Session meeting on September 15, 2015. Richland County is not statutorily required to provide office space for SCDMH.

The lease agreement entered on September 15, 2015 expires this year. The term of the agreement began on October 01, 2015 and ended on September 30, 2016; however, it was automatically renewed for four consecutive one year terms unless either party provided a ninety (90) day written notice prior to the expiration of any term.

Should Council decide to forego lease renewal, the space could be utilized to resolve significant space needs for County departments. Some departments in the Administration Building have as many as four employees per office. Others share small, common areas. The COVID-19 pandemic further complicates the issue of employees working in tight quarters with no separation. Additionally, space is needed for the County Health Occupational Wellness (HOW) Center which has been planned and initially funded for more than two years. The space leased by SCDMH is adjacent to office space currently in use by County departments. Utilizing the space would allow the HOW Center project to move forward.

Additionally, per the Sheriff’s Department (RCSD), the SCDMH employs 102 certified law enforcement with statewide jurisdiction; however, they place requirements on to local law enforcement that they are adequately staffed for and have the authority to achieve. RCSD asks that if Council approves the lease renewal that SCDMH be responsible for providing security for their staff and clients or pay the County to staff deputy sheriffs at the facility. This would require a minimum of five (5) additional staff to comply with industry standards.

Attachments:

1. South Carolina Department of Mental Health Correspondence dated July 10, 2015
2. September 15, 2015 County Council Agenda Backup Documentation
3. September 15, 2015 County Council Minutes
4. Current Lease Agreement
5. Email Correspondence from Dr. Thompson to Members of the A&F Committee – June 02, 2020



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Beverly Cardwell
Jane B. Jones
Everard Rutledge, PhD
J. Buxton Terry
Sharon L. Wilson

July 10, 2015

**Columbia Area
Mental Health Center**

P.O. Box 4440
2715 Colonial Drive
Columbia, SC 29203
Information: (803) 898-4800
Robert L. Bank, M.D., Executive Director

STATE DIRECTOR

John H. Magill

Mr. Torrey Rush, Chairman
Richland County Council
2020 Hampton Street/P.O. Box 192
Columbia, SC 29202

Dear Mr. Rush,

I am writing this letter to you to request the use of approximately 7,500 square feet of vacant office space that was previously used by the Health Department on the third floor of the Richland County Government building on Hampton Street.

As you may be aware, the Bull Street Project Development continues to move forward. At the present time, Columbia Area Mental Health Center (CAMHC) occupies three cottages on the Bull Street Campus. We have been working diligently to relocate these programs for some time and have been successful in securing two locations with new or amended leases. Our third lease/location however, fell through recently leaving us about 7,500 square feet short of completely moving all of our programs.

With the deadline of October 31st rapidly approaching, all CAMHC programs must be relocated off of the Bull Street Property. The Center Board and Administration have been looking at every option available and come to the County Council requesting the opportunity to temporarily locate our Adult Clinic Services in the vacated Health Department Space on the third floor. We understand that CAMHC would be responsible for any upgrades that would be required for us to move in and any work to be done would have to be pre-approved by the County Administrator. If given approval, we would be glad to work with the County Administrator on defining a lease term.

Thank you for your consideration of this request and appreciate the continued support you actively give to our Center.

Sincerely,

John Hays
Chair, Board of Directors, CAMHC

Robert L. Bank, MD
Executive Director, CAMHC

cc: Tony McDonald, Richland County Administrator
Greg Pearce, Liaison to Columbia Area Mental Health Center

MISSION STATEMENT

To support the recovery of people with mental illnesses.



Richland County Council Request of Action

Subject:

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871± sq. ft. of space at 2000 Hampton Street, Third Floor

FIRST READING: July 21, 2015

SECOND READING: July 28, 2015

THIRD READING:

PUBLIC HEARING:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ -15HR

AN ORDINANCE AUTHORIZING A LEASE TO COLUMBIA AREA MENTAL HEALTH CENTER, A DIVISION OF THE SC DEPARTMENT OF MENTAL HEALTH, FOR 8,871± SQ. FT. OF SPACE AT 2000 HAMPTON STREET, THIRD FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 8,871± sq. ft. of space on the 3rd Floor of 2000 Hampton Street to COLUMBIA AREA MENTAL HEALTH CENTER, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

SECTION III. Conflicting Ordinances. 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 enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
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:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd Floor)
(Columbia Area Mental Health)

This Lease Agreement entered into on this the _____ day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below.

This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent _____/month. Said rental shall be payable monthly in advance. Said rent shall be considered delinquent if not received by the tenth (10th) day of the month.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp moping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain

written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA
2715 Colonial Drive
PO Box 4440
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

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the Iran Divestment Act List. (c) The County must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, the County is added to the Iran Divestment Act List. [02-2A077-1]. The Iran Divestment Act Certification is attached as an exhibit to this Agreement and is incorporated herein by reference.

17. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

a. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1].

b. The Open Trade Representation is attached as an exhibit to this Agreement and is incorporated herein by reference.

18. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

19. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency, Business Associate (as defined by HIPAA), or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

COLUMBIA AREA MENTAL HEALTH

By: _____

Name: _____

Its: _____

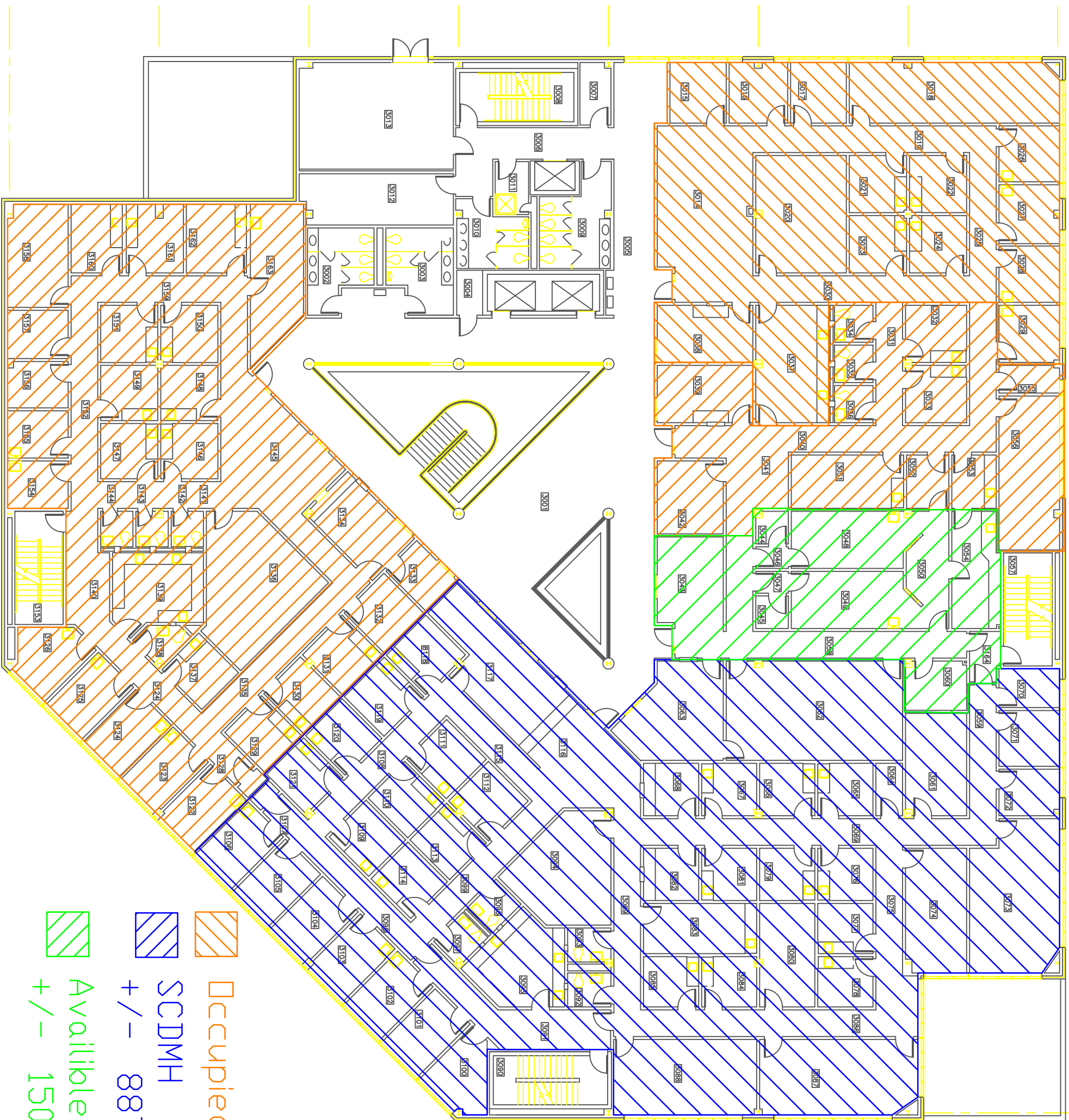
Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: _____

Its: _____



-  Occupied Space
-  SCDMH Space
+/- 8871 SQ. FT
-  Available Space
+/- 1509 SQ. FT

**IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

Richland County Council
Regular Session
Tuesday, September 15, 2015
Page Four

THIRD READING ITEMS

An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure – Mr. McDonald stated the ordinance language needed to be amended to as follows: “...not to exceed \$8,000,000 General Obligation Bonds...”

Mr. Jackson moved, seconded by Ms. Dixon, to approve this item as amended.

- | <u>FOR</u> | <u>AGAINST</u> |
|-------------------|-----------------------|
| Dixon | |
| Malinowski | |
| Rose | |
| Jackson | |
| Pearce | |
| Rush | |
| Livingston | |
| Dickerson | |
| Washington | |
| Manning | |
| Jeter | |

The vote in favor was unanimous.

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

- | <u>FOR</u> | <u>AGAINST</u> |
|-------------------|-----------------------|
| | Dixon |
| | Malinowski |
| | Rose |
| | Jackson |
| | Pearce |
| | Rush |
| | Livingston |
| | Dickerson |
| | Washington |
| | Manning |
| | Jeter |

The motion for reconsideration failed.

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871 ± sq. ft. of space at 2000 Hampton Street, Third Floor -
Mr. Pearce moved, seconded by Mr. Jackson, to approve this item.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Jackson, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

SECOND READING

An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A – Mr. Rose moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski requested staff to insure the Conservation Commission grant given to the prior organization interested in purchasing the Curtiss-Wright Hangar was either paid back to the County or the funding benefitted the County and/or Airport.

STATE OF SOUTH CAROLINA)	LEASE AGREEMENT
)	(2000 Hampton Street – 3rd Floor)
COUNTY OF RICHLAND)	(Columbia Area Mental Health)

This Lease Agreement entered into on this the 15th day of September, 2015, is by and between Columbia Area Mental Health Center (a division of the SC Department of Mental Health (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 8,871± sq. ft. of such Property to the Lessee for use as Adult Clinic Services; and

WHEREAS, the Lessee desires to lease property from the County for temporary relocation of the Columbia Area Mental Health Center; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 8,871± square feet of space on the 3rd Floor of the Property, as is further described on Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as Mental Health Clinic for Adult Services (the “Center”), which shall serve Richland County residents.

3. Term. The term of this Agreement shall begin October 1, 2015, and end at 11:59 P.M. on September 30, 2016, unless otherwise terminated under the provisions provided below.

This Lease Agreement shall automatically renew on the same terms and conditions as stated

herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall pay to County as rent \$0/month. In lieu of a monetary payment, consideration for this Lease shall be Lessee's continued use of the Leased Premises to serve the citizens of Richland County.

5. Transition to Leased Premises. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term.

The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste or sharps waste, which shall be the sole responsibility of the Lessee), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Center and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs and liability of the Center shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Center may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Center employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss. Each party's policy shall contain a waiver of subrogation in favor of the other party, its officials, agents, temporary and leased workers and volunteers. Each party agrees to notify its insurer prior to policy inception of this waiver.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition, meaning that the County will not pay for or perform any improvements or modifications on the Leased Premises before Lessee takes possession. County and Lessee agree that for operation of the Center, Lessee requires certain improvements/modifications to the Leased Premises, which plans shall be pre-approved by the County Facilities Manager, and performed at Lessee's sole expense. The Lessee will obtain

written approval from the County Facilities Manager before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvements or modifications and shall utilize only Licensed and Bonded Architects, Engineers, and Contractors for the work. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any

court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessee, address to:

Stephen C. Hattrich, MHA
2715 Colonial Drive
PO Box 4440
Columbia, South Carolina 29240

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Clinic to enter into this contract with the County. (b) By signing this contract, the County certifies that, as of the date the County signed, the County is not on the then current version of

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

Steph C. Hall
Yerouca J. Vatta

COLUMBIA AREA MENTAL HEALTH

By: Robert Bank MD
Name: ROBERT BANK MD
Its: Executive Director, CAMH

Witnesses as to Richland County:

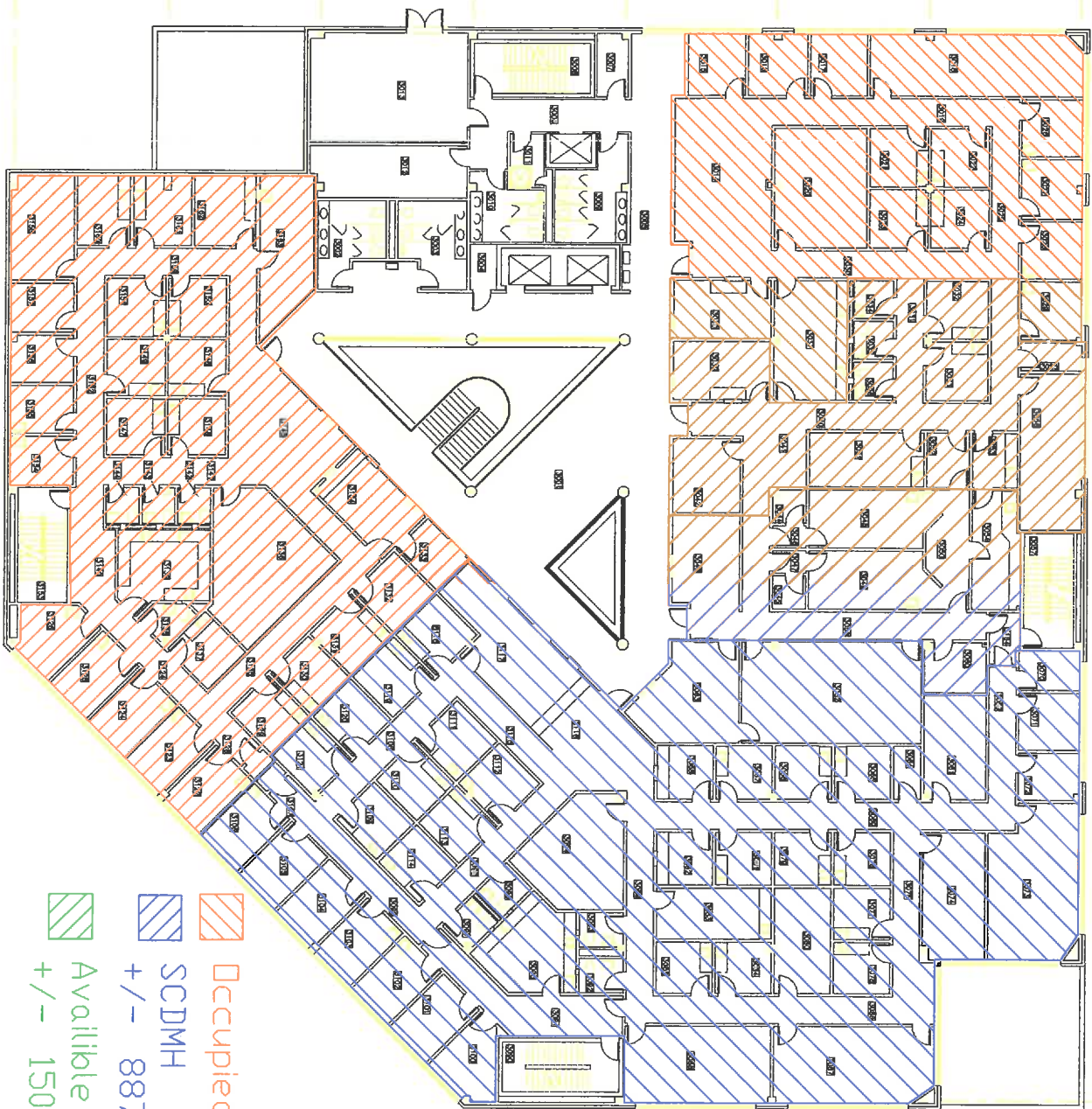
Praxanne M. Ancheta
Obhaya A. [Signature]

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: Tony McDonald
Name: Tony McDonald
Its: County Administrator

Richland County Attorney's Office

[Signature]
**Approved As To LEGAL Form Only,
No Opinion Rendered As To Content.**




 Occupied Space
 SCDMH Space
 Available Space
 +/- 8871 SQ. FT
 +/- 1509 SQ. FT

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.


I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Richland County Gov't	State Vendor No.
By (Authorized Signature) 	Date Executed 9/15/2015
Printed Name and Title of Person Signing Torrey Rush, Council Chair	[Not used]

**IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

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Vendor Name (Printed) <i>Richland County Gov't</i>	Taxpayer Identification No.
By (Authorized Signature) 	State Vendor No.
Printed Name and Title of Person Signing <i>Torrey Rush, Council Chair</i>	Date Executed <i>9/15/2015</i>

From: [JOHN THOMPSON](#)
To: [Joyce Dickerson](#); [Bill Malinowski](#); [Yvonne McBride](#); [Dalhi Myers](#); [Joe Walker](#); ["Joe Walker"](#)
Cc: [Paul Livingston](#); [ALLISON TERRACIO](#); [Gwendolyn Kennedy](#); [Jim Manning](#); [Calvin Jackson](#); [Calvin Jackson](#); [CHAKISSE NEWTON](#); [LEONARDO BROWN](#); [ASHIYA MYERS](#); [ASHLEY POWELL](#); [JOHN THOMPSON](#)
Subject: A&F Committee Follow-Up: Columbia Area Mental Health Lease Agreement Renewal – 2000 Hampton Street
Date: Tuesday, June 2, 2020 2:52:28 PM

Good afternoon, the Honorable Members of the Administration and Finance Committee,

I am following up with you regarding the Committee's request for additional information concerning the Columbia Area Mental Health Lease Agreement Renewal – 2000 Hampton Street agenda item that was taken up at the May 21, 2020 meeting. Specifically, the Committee requested the annual costs for the County to render maintenance services at the facility. The Committee also requested for the state to explain their plans/efforts relative to finding a permanent location.

The annual maintenance cost for the mental health occupancy at 2000 Hampton Street is \$20,430. This includes the costs for electricity, water, and service agreements (HVAC, pest control, elevators, fire suppression/inspections, and surveillance system).

Regarding the Columbia Area Mental Health Center's (CAMHC) plans for a permanent location, I just spoke to Ms. Denise Morgan, who is the Executive Director of the CAMHC. She advised that the agency has not located a permanent space and that it is financially beneficial for them to be at 2000 Hampton Street. Moreover, she explains that it is a benefit to the citizens to access co-located services (i.e., mental health, health care, and dental services) at the facility. She reported that her office provided 10,000 services to 1,100 Richland County residents last year from the 2000 Hampton Street location. It is her desire for mental health services to remain in the building.

Ms. Morgan welcomes the opportunity to meet with you if it is the Committee's desire. Please let me know if you require additional information.

Best,

John M. Thompson, Ph.D., MBA, CPM

Assistant County Administrator
 Richland County Government
 Office of the County Administrator
Thompson.John@RichlandCountySC.gov
 P 803-576-2054 F 803-576-2137
 2020 Hampton St.
 P.O. Box 192
 Columbia, SC 29202
richlandcountysc.gov

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and

destroy any copies, electronic, paper or otherwise, which you may have of this communication.



Agenda Briefing

Prepared by: Daniel Coble, Associate Chief Magistrate
Department: Central Court

Date Updated: June 17, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	May 13, 2020
Budget Review	James Hayes via email	Date:	May 13, 2020
Finance Review	Stacey Hamm via email	Date:	May 13, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Pontiac Magistrate rent increase		

Recommended Action:

Chief Judge Edmond recommends allocating funds for the increase rent of the Pontiac Magistrate Office.

Motion Requested:

I move to accept the Chief Magistrate’s recommendation to allocate funds for the new rental agreement between the Pontiac Magistrate’s Office and Pioneer Land Company.

Request for Council Reconsideration: Yes

Fiscal Impact:

The current rent for the Pontiac Magistrate Office is \$2,500 per month. The landlord has requested that the rent be increased to \$3,500. This would be retroactive beginning March, 2020. Currently, we do not have the funds in our operational budget for this rent increase.

In order to make up these funds, Magistrate Court will have to cancel three months of jury trials. Because all Magistrate Courts are required to dispose of cases promptly (see attachments), we will have to justify to the Supreme Court and Court Administration that there is a shortfall in our funding. We will likely have to have rearrange the priority list for relocating Magistrate Offices or building new ones as well.

In lieu of paying the additional rent and staying at the current location, the Pontiac Magistrate would relocate its office to Central Court. Pontiac would conduct its business at Central Court until a new building is either built or rented.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Pontiac Magistrate's Office has not had a rent increase since 2008. The attorney representing the landlord, Pioneer Land Company, has contacted Pontiac about the need to increase rent. The landlord has given Pontiac the notice to renegotiate the contract. The attorney has also provided the following reasons for the increase in rent:

Our Client is Pioneer Land Company, LP, which is the owner of the property. My client wishes to enter into a new lease agreement which increases the rent to \$3,500 per month, effective with the March 1, 2020, term. There are many reasons for the rent increase from \$2,500 per month to \$3,500 per month. Some, but not all of the reasons, are listed as follows:

1. There has not been a change in the rent since 2008.
2. There has been a substantial increase in the annual property taxes over the last few years.
3. There has been a substantial increase in the insurance premiums effecting the property.
4. There has been an increase in the cost of providing water over the years.

The landlord and Randy Pruitt have also worked together to address issues in upkeep with the Pontiac Office.

Fair Market Value

The current cost of Pontiac is \$10 square foot per year

- ($\$2,500 \text{ monthly rent} \times 12 \text{ months} = \$30,000$. $\$30,000 \text{ divided by } 3,000 \text{ square feet} = \$10 \text{ per square foot per year.}$)

The landlord is asking for an increase to \$14 square foot per year

- ($\$3,500 \text{ monthly rent} \times 12 \text{ months} = \$42,000$. $\$42,000 \text{ divided by } 3,000 \text{ square feet} = \$14 \text{ per square foot per year.}$)

Similar commercial spaces appear to be between \$12 - \$20 per square foot per year. However, this does not factor in the unique setup that a courthouse requires (i.e., courtroom, reception area, payment booth, security, etc.)

Similar listings:

<https://www.loopnet.com/Listing/7-Technology-Cir-Columbia-SC/14840682/>

<https://www.loopnet.com/Listing/4611-Hard-Scrabble-Rd-Columbia-SC/13618582/>

<https://www.loopnet.com/Listing/6941-N-Trenholm-Rd-Columbia-SC/13440087/>

<https://www.loopnet.com/Listing/2711-Middleburg-Dr-Columbia-SC/13628872/>

<https://www.loopnet.com/Listing/101-Business-Park-Columbia-SC/14231098/>

Attachments:

1. Supreme Court Order 1
2. Supreme Court Order 2
3. Correspondence Regarding Rental Increase
4. Executed Agreement – July 2008

2011-03-21-41

The Supreme Court of South Carolina

RE: Disposition of Driving Under the Influence and Driving with an Unlawful Alcohol Concentration Cases in the Richland County Magistrate Court

ORDER

I FIND THAT the prompt and efficient disposition of driving under the influence (DUI) and driving with an unlawful alcohol concentration (DUAC) cases in the magistrate requires that cases, jury and non-jury, be called for trial.

I FURTHER FIND THAT as of March 18, 2011, there were 12,546 pending criminal cases, to include traffic, pending in the Magistrates Courts of Richland County. Of those pending criminal cases, eight-hundred forty-eight (848) are DUI and DUAC cases and have been pending in the Magistrate Courts of Richland County for more than sixty (60) days in regards to non-jury cases, and for more than one-hundred twenty (120) days in regards to jury cases. Therefore, the Magistrates of Richland County may be in non-compliance with the Order of the Chief Justice dated February 14, 2011.

I FURTHER FIND THAT the Chief Summary Court Judge for Administrative Purposes is empowered, by Order of the Chief Justice dated December 30, 2010, to set terms of criminal court when such terms are necessary for the disposition of cases within the jurisdiction of the magistrate court, and to assign cases to any magistrate of the county. Now, therefore,

IT IS ORDERED that the Chief Summary Court Judge for Administrative Purposes, who is empowered to set terms of court and assign cases to any magistrate in the county, shall set for trial or cause to be set for trial by the magistrates in Richland County, the DUI and DUAC cases set forth on the original list to this Order and made a part hereof, within one-hundred twenty (120) days of the date of this Order. No case shall be continued except for good and sufficient cause set forth in writing and approved by the Chief Summary Court Judge for Administrative Purposes of Richland County.

IT IS FURTHER ORDERED that the Chief Summary Court Judge for Administrative Purposes of Richland County shall forward to the Office of South Carolina Court Administration a report showing compliance or

substantial compliance with the provisions of this Order within one-hundred twenty-five (125) days of the date of this Order.

s/Jean Hofer Toal
The Honorable Jean Hofer Toal
Chief Justice

March 21, 2011
Columbia, South Carolina

* Updated as of May 20, 2011. Updated list includes new cases filed after the issuance of orders and lists dated March 21, 2011.

2011-02-14-02

The Supreme Court of South Carolina

RE: Disposition of Civil Magistrate Court Cases

ORDER

The judges of the magistrate courts of South Carolina being a part of the statewide unified judicial system, and pursuant to the provisions of Article V, Section 4, South Carolina Constitution,

IT IS ORDERED that each magistrate of this State shall try or otherwise dispose of all non-jury civil cases within ninety (90) days of the date on which the complaint or other pleading initiating the action was filed, in the absence of good cause shown to the court.

IT IS FURTHER ORDERED that each magistrate of this State shall try or otherwise dispose of all civil cases in which a jury trial has been requested within one-hundred twenty (120) days of the date on which the complaint or other pleading initiating the action was filed, in the absence of good cause shown to the court.

IT IS FURTHER ORDERED that magistrates shall report, upon request, to the Office of South Carolina Court Administration the reason that any civil cases have not been tried or otherwise disposed within the time limits prescribed in this Order. The provisions of this Order in and of itself raise no substantive rights or defenses to parties involved in magistrate court civil cases.

This Order revokes and replaces the previous Order of the Chief Justice dated June 26, 1980, addressing the timely disposition of civil magistrate court cases. The provisions of this Order are effective immediately and remain in effect unless amended or revoked by subsequent Order of the Chief Justice.

s/Jean Hoefler Toal
Jean Hoefler Toal
Chief Justice

February 14, 2011
Columbia, SC

PEAKE & FOWLER
Law Firm, P.A.

Attachment 3

January 8, 2020

Charnell G. Peake
Thomas K. Fowler, Jr.
R. Anthony Russo

County of Richland
ATTN: Leonardo Brown, Richland County Administrator
2020 Hampton Street, Suite 4069
P.O. Box 192
Columbia, SC 29204

Office Address:
9357 Two Notch Road
Suite 103
Columbia, SC 29223

Phone Numbers:
803-788-4370
1-866-465-8794

Fax Number:
(803) 788-7432

Website:
www.peakefowler.com

Attorneys' Email:
CGPeake@PeakeFowler.com
TFowler@PeakeFowler.com
TRusso@PeakeFowler.com

Litigation Paralegal Email:
LitigationParalegal@PeakeFowler.com

RE: Pontiac Magistrate's Office
10509-D Two Notch Road
Elgin, SC 29045

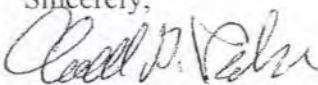
Dear Mr. Brown:

I am writing this letter on behalf of Pioneer Land Company, LP, the owner of the above referenced property. The County of Richland entered into a lease agreement with Rhett Jacobs on or about July 1, 2008. I am enclosing a copy of the Lease Agreement. That Lease Agreement terminated on June 30, 2010. Although, the lease terminated on June 30, 2010, Richland County has remained on the property without any increase in monthly rental payments.

As such, the County of Richland and any others still in possession of the premises must vacate the premises by 5:00 p.m on February 29, 2020.

Alternatively, my client, Pioneer Land Company, LP, is willing to negotiate a new lease agreement. However, the new monthly rent amount shall be Three Thousand Five Hundred (\$3,500.00) Dollars per month, effective March 1, 2020.

Please have the appropriate Richland County official contact me if there are any questions or if Richland County wishes to discuss entering into a new lease.

Sincerely,

Charnell G Peake

CGP/acdj
Enclosure

cc: Pamela Shell, Office Manager, Office of the Pontiac Magistrate w/enclosure
Randy Pruitt, Director of Operational Services, County of Richland w/enclosure

South Carolina Summary Court



The Honorable Kela Evans Thomas
Pontiac Magistrate

10509 Two Notch Road, Suite D
Elgin, SC 29045

Phone (803) 576-2520
Facsimile (803) 576-2522

Date: December 18, 2019

Betty Jacobs
125 Spears Creek Church Road
Elgin, SC 29045

Re: Pontiac Magistrate's Office – 10509-D Two Notch Road, Elgin, SC 29045

Mrs. Jacobs,

Judge Thomas is requesting to have our carpets cleaned at the Pontiac Magistrate's Office (10509-D Two Notch Road). The carpet in our facility was installed in 2015 and it has never been cleaned. We have had an issue for years with water leaking into our employee bathroom during heavy rains and soaking the carpet. Donnie has been out many times in the past and was unable to find the problem. He thought it might have been coming from the bathroom in the unit beside us and found that was not the case. He also thought that the water heater was leaking and that was not the case either, as we only have this leak when it rains. Donnie came out on Dec. 16 due to the sopping wet carpet again and he discovered at that time that there is a leak coming from the outside of the building. He did take measures to repair the leak and we did still have a smaller leak with the rain on the following day. Donnie came back out the following day to do some more repairs to what he had done the previous day. We have had to endure a sopping wet carpet in our bathroom with every heavy and constant rain. The maintenance crew has never removed the water from the carpet; each time we were told to keep a fan on it until it dried. This is very unhealthy as it can cause mold and mildew to grow underneath the carpet. We also have a large stain in the courtroom from a water leak in the ceiling. This carpet was also never cleaned after the leak was repaired. All of this water damage causes a very musty smell in our office; we believe this to be the cause of our headaches, allergies and respiratory problems. **Paragraph C on page 2 of our lease states that the Lessor shall "as soon as practical following written request of the Lessee clean the premises' carpet twice a year".**

The same paragraph states that the **"Lessor will provide two restrooms with hot water and drinking water"**. You will also find in paragraph C of page 2 that the **"Lessor shall provide safe interior and exterior doors, which shall be solid-wood construction with double-bolt locks"**.

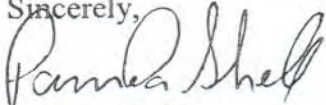
At this time, Judge Thomas is also requesting that you provide hot water in our public restroom in the courtroom as it is unsanitary for individuals not to be able to properly wash their hands after using the facilities.

Quite often, we deal with very irate and unhappy customers and it would be so easy for someone to force their way into our employee area. Our doors are very weak and insecure, in fact, our interior doors are hollow and do not have double-bolt locks on them. **Our Lease states that the Lessor shall provide doors with "solid-wood construction with double-bolt locks"**. Judge Thomas is also requesting that you replace our interior doors with secure doors and double-bolted locks as stated in the lease.

Thank you in advance for addressing our requests and concerns. All of these matters are covered in our lease that are to be provided by the landlord.

Please advise me on how you wish to proceed to address these matters.

Sincerely,



Pamela Shell

Deputy Summary Court Law Clerk/Office Manager

cc: Randy Pruitt, Director of Operational Services
The Honorable Tomothy Edmond, Richland County Chief Magistrate

Twenty-Two Hundred (\$2,500.00) Dollars per month, all inclusive, which rental shall be payable the first and tenth of each month.

3.

It is understood by both parties that the leased premises shall be used to house the day-to-day operations of the Pontiac Magistrate.

4.

Each party may terminate this lease, effective July 1st of any years, provided that at least six months written notice shall be given to the other party;

5.

The Lessor, for and in consideration of this Lease Agreement, hereby covenants with the lessee and agrees as follows:

- A. That the Lessor shall be responsible for providing the following utilities: water and sewer, necessary to provide for an uninterrupted operation of the Pontiac Magistrate's Office, at no additional cost to the Lessee;
- B. The Lessor shall be responsible for all maintenance, whether it is exterior or interior, including, but not limited to, changing of fixtures, air conditioning and other filters, light bulbs, and structural defects of whatever kind;
- C. The Lessor hereby agrees to make all of the necessary changes to the property, prior to the date of commencement of this Lease Agreement, to provide two restrooms with hot water, drinking water, clean carpet, and install new wooden blinds on all windows. Lessor shall as soon as practical following written request of the Lessee clean the premises' carpet twice a year. It is further

understood and agreed by the parties hereto that one side of the facility shall be used for offices. Lessor further agrees to place the walls in the office side of the facility, based upon the direction of the Pontiac Magistrate and his staff.

Additionally, Lessor shall provide safe interior and exterior doors, which shall be solid-wood construction with double-bolt locks.

- D. The Lessor agrees that any and all fixtures belonging to the Lessee, the Pontiac Magistrate, and/or the staff of the Pontiac Magistrate shall remain the property of the owner(s) of said fixtures upon the expiration of this Lease Agreement, and said owner(s) shall have the right to remove said fixtures from the property prior to, or at the time of, the expiration of this Lease Agreement.
- E. The Lessor shall make a same day response to all of Lessee's maintenance request or calls for repairs or service in connection with Lessor's responsibilities in this Lease Agreement, advising of Lessor's plan and timeline of corrective action, and Lessor shall make every effort not to unreasonably or unnecessarily delay taking correction action in any event.

6.

That the Lessee, for and in consideration of this Lease Agreement, hereby covenants with the Lessor and agrees as follows:

- A. That the Lessee shall, during the term of this lease, pay the said rent at the times and in the manner hereinabove stipulated;
- B. That the Lessee shall, at all times during the said term of this lease, protect the property so leased from damages resulting from other than fair wear and tear, and the Lessee agrees to return the property, at the end of this Lease Agreement, to the

Lessor in as good condition as it was at the time of the commencement of this Lease Agreement, other than fair wear and tear; and

- C. That, if Lessor fails to maintain the premises in good condition acceptable to the Pontiac Magistrate, the Lessee may withhold all rents due until such repairs are made.

7.

That it shall be the responsibility of the Lessor to maintain any insurance upon the premises. Said insurance shall include Lessor's personal property and effects which are in or on the leased premises. The Lessor shall not be liable to the Lessee or the Lessee's employees, patrons, visitors, or any other persons for any damage to persons or property caused by any action, omission, or negligence of Lessee, his agents, employees or invitees, or other Lessee of the leased premises.

8.

That it shall be the responsibility of the Lessee to maintain any insurance upon its personal effects, which it may have in the leased premise.

9.

That is shall be the responsibility of the Lessor to pay to the appropriate taxing authority all taxes which may be levied against the leased premises.

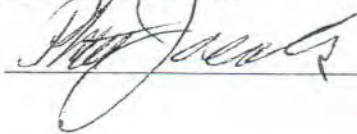
10.

That the Lessor shall comply with all federal, state and local laws and regulations, including the Americans With Disabilities Act, in the construction, interior and exterior configuration, and operation of the facility.

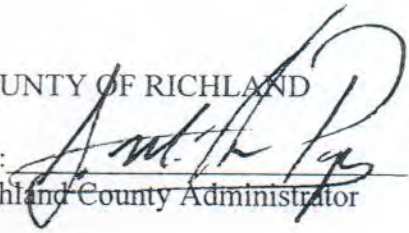
In witness whereof, the parties hereto have, the day and year first above written, executed this lease in duplicate to be received and accredited as to the original lease.

NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by County's governing body or otherwise available by any means whatsoever in any fiscal period or other amounts due under this Agreement are insufficient therefore, this agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The County will notify the Lessor of such occurrence as soon as practical upon County's discovery thereof.

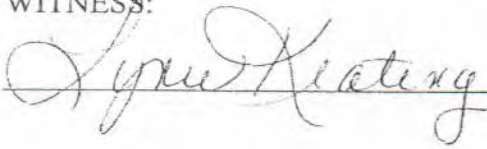
RHETT JACOBS



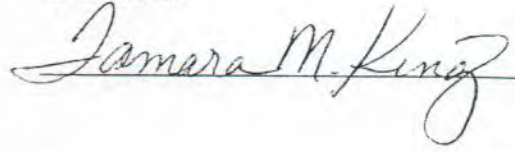
COUNTY OF RICHLAND

BY:  8-22-08
Richland County Administrator

WITNESS:



WITNESS:





Agenda Briefing

Prepared by: Synithia Williams, Stormwater Manager
Department: Public of Works
Date Prepared: April 08, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 05, 2020
Budget Review	James Hayes via email	Date:	June 15, 2020
Finance Review	Stacey Hamm via email	Date:	June 01, 2020
Procurement Review:	Jennifer Wladischkin via email	Date:	June 01, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Sweetwater Drive Culvert Repair Project		

Recommended Action:

Staff recommends awarding the contract for the culvert repair beneath Sweetwater Drive to Vortex Services.

Motion Requested:

Move to approve awarding the contract for the culvert repair beneath Sweetwater Drive to Vortex Services.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Stormwater Management Division budgets for drainage maintenance services. The estimate to do the repair is \$357,950. Funds are available in capital account 1208302200-532200 (Construction).

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Sweetwater Drive is a county maintained road located off Old Leesburg Rd in Hopkins (Council District 11). A stream that connects Young's Pond with Jordan's Pond flows through four corrugated metal pipes (two 52" pipes and two 60" pipes) beneath Sweetwater Drive. The corrugated metal has deteriorated and is in need of replacement or repair. Pipe failure would undermine the road causing a massive blow out.

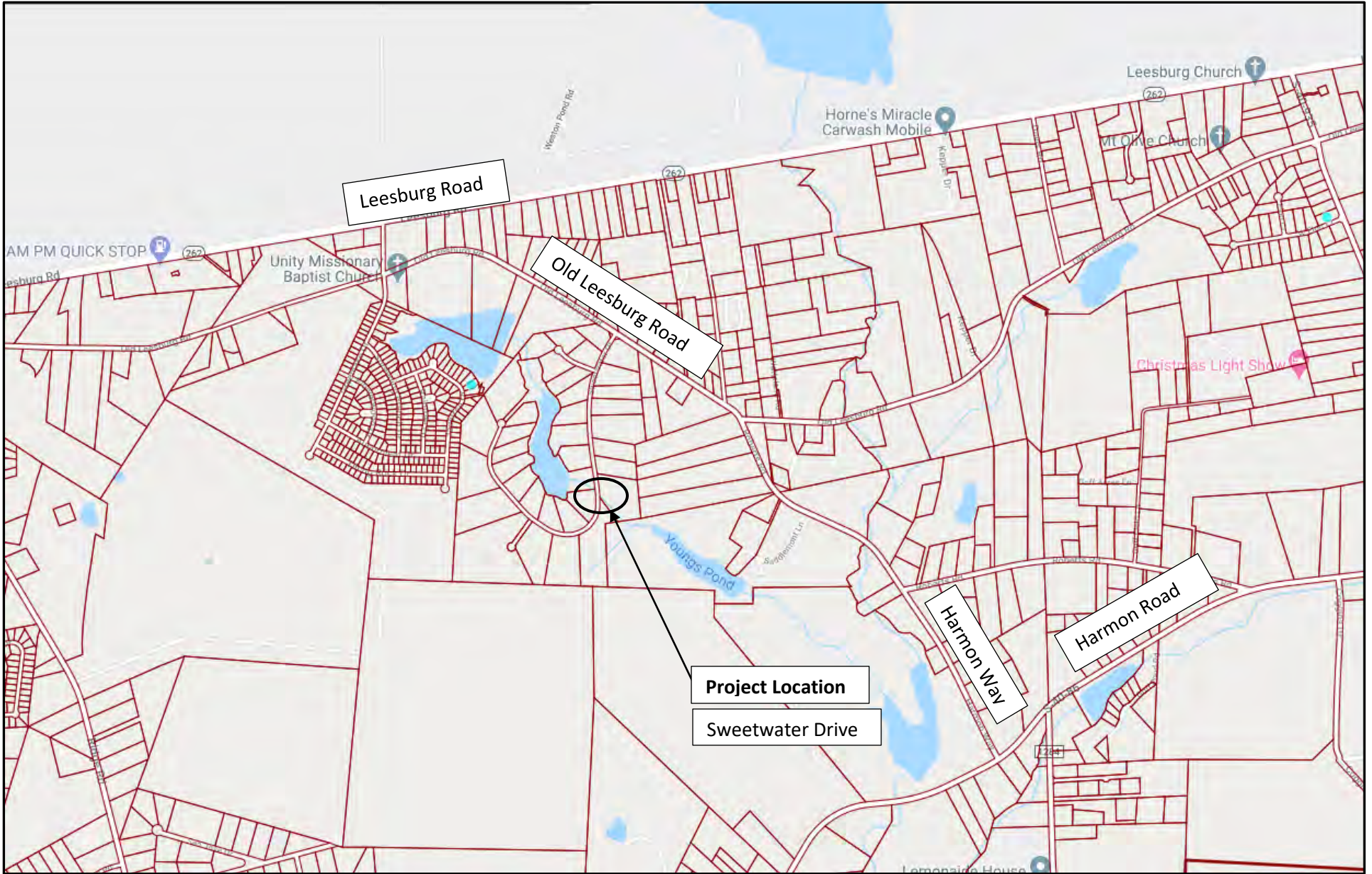
Replacing the four large pipes would require closing Sweetwater Drive during the project. Sweetwater Drive is a dead end road. Road closure would prevent access for residents and emergency vehicles to houses along the road. Repairing the pipes using a spray application of specified structural GeoKrete liner, similar to reinforced concrete, is the most effective way to repair the pipes with minimal disruption to the residents along Sweetwater Dr.

Vortex Services has the ability to install a spray application of specified structural. Vortex Services is a member of the Purchasing Cooperative of America Contract (PCA). PCA is similar to state contract and is approved across the United States. PCA offers a wide range of competitively priced contracts for goods and services.

The estimate to do the repair is \$357,950. This is an estimate based off information provided to Vortex Services by the Department of Public Works of current field conditions. Due to Vortex Services being a member of a national purchasing agreement the estimate is based off a national cost to provide the services. Once Vortex completes a survey of the area it is anticipated that the final cost to complete the work will be lower than the estimate.

Attachments:

1. Site map



Location Map



Agenda Briefing

Prepared by: Synithia Williams, Stormwater Manager
Department: Public Works
Date Prepared: June 01, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 05, 2020
Budget Review	James Hayes via email	Date:	June 01, 2020
Finance Review	Stacey Hamm via email	Date:	Jne 01, 2020
Procurement Review	Jennifer Wladischkin via email	Date:	June 01, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Melody Garden Stream/Ditch Stabilization Construction Contract		

Recommended Action:

Staff recommends awarding the contract for construction of the Melody Gardens Ditch/Stream Stabilization project to HammerHead Utilities.

Motion Requested:

Move to approve awarding the contract for construction of the Melody Gardens Ditch/Stream Stabilization project to HammerHead Utilities.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Stormwater Management Division currently has \$184,002.50 budgeted and encumbered from account 1208302200-5322(Construction) for construction of the project.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Stormwater Management Division requested bids for the construction of the installation of stabilization measures along approximately 1,700 linear feet of stream that has experienced a significant amount of erosion and sedimentation. The Melody Gardens project was added to the Stormwater Capital Projects List and was ranked against other Capital Projects using the Project Matrix developed as part of the Stormwater 25 Year Strategic Plan.

The project area extends from upstream of Interstate 20 Bridge crossing near Parklane Road and continue through the backside of Melody Gardens Subdivision to the bridge crossing at O'Neil Court (Council District 3). The proposed project will install vegetated soil lifts and conduct floodplain grading (primarily along the left bank slope) to increase bank stability, reduce erosion for homeowners, and provide a small improvement in floodplain relief.

The stabilization project was designed by KCI Technologies, Inc. Request for Bids RC-344-B-2020 was issued on April 7, 2020. Six bids were received with HammerHead Utilities as the lowest, responsive, responsible bidder. Their bid of \$172,550 was 14% less than the engineer's estimate. HammerHead Utilities is a Columbia based construction company.



Attachments:

1. Melody Gardens Project Site Map
2. RC-344-B-2020 Bid Tabulation




Civil Engineering Consulting Services, Inc.
 Melody Gardens Stream Stabilization
 Richland County Public Works
 February 2020

Melody Gardens Stream Stabilization
 Richland County Public Works
 February 2020

Legend
 Hydro breakline
 Project Study Area (4.21 Acres)

HYDRO BREAKLINE
 Richland County
 Figure 8 of 9

Submitted Bids

Business	Status	Bid Alternate	Bid Total	Submitted at	Signed by
Greener Habitats, Inc.	Responsive	\$684.00	\$390,000.00	5/6/2020 1:40:25 PM	Chad Hoffman
AOS Specialty Contractors, Inc.	Responsive	\$730.50	\$374,160.00	5/6/2020 2:02:30 PM	Joni Peterson
Shady Grove Construction, LLC	Responsive	\$500.00	\$272,263.00	5/6/2020 11:48:00 AM	Erica Richardson
HammerHead Utilities	Responsive	\$515.00	\$172,550.00	5/6/2020 11:10:48 AM	Jason Prouse
L - J, Inc.	Responsive	\$3,365.00	\$356,750.00	5/6/2020 10:25:29 AM	Mike Lever
Martin & Son Contracting, Inc.	Responsive	\$820.00	\$313,100.00	5/6/2020 10:47:20 AM	Dwayne Martin, President



Agenda Briefing

Prepared by: Stephen Staley PE, County Engineer
Department: Public Works
Date Prepared: June 02, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 08, 2020
Budget Review	James Hayes via email	Date:	June 15, 2020
Finance Review	Stacey Hamm via email	Date:	June 05, 2020
Procurement Review	Jennifer Wladischkin via email	Date:	June 05, 2020
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee: Administration & Finance
Subject: Replacement of Metal Storage Building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division

Recommended Action:

Staff recommends awarding the contract to Hoover Metal Buildings for a new metal storage building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division. See Attachment 1 for plans and specifications.

Motion Requested:

“I move that County Council approve the award of a contract to construct a new metal building at the Eastover Camp for the Department of Public Works, Roads and Drainage Division.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Roads and Drainage Division budgeted \$225,000 for a replacement metal building. The funds are allocated in account 1216302000-532200 (Construction).

Motion of Origin:

This action did not originate with a County Council Motion, but funds were appropriated in the Construction portion of the FY-20 Operating Budget.

Council Member	
Meeting	
Date	

Discussion:

The Department of Public Works, Roads and Drainage Division is in need of a new metal storage building to store its large equipment. Ever since 2012 when a large snow storm caused the existing storage building to collapse, the Eastover Camp has needed a new storage building. Currently equipment is out in the elements and needs to be protected to ensure the longest life possible. Equipment to be stored include Dump Trucks, Backhoes, Slope Mowers, Skid Steer and a few smaller items such as the De-Ice tank, Zero Turn Mower, chainsaws, and weed eaters. The new building will also have a tool room to store miscellaneous small hand tools.

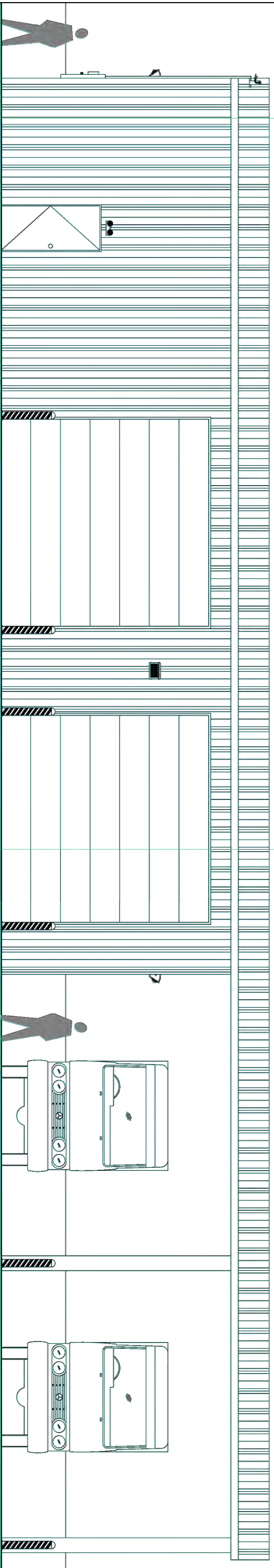
Bids were solicited from qualified contractors under RC-337-B-2020 following the County's procurement guidelines and Hoover Metal Buildings was deemed the lowest, responsive, responsible bidder with a bid amount of \$198,688. See Attachment 2 for the Procurement Department's recommendation.

Attachments:

1. Metal Building Plans and Specifications
2. Letter of Recommendation

RICHLAND COUNTY PUBLIC WORKS

EASTOVER CAMP



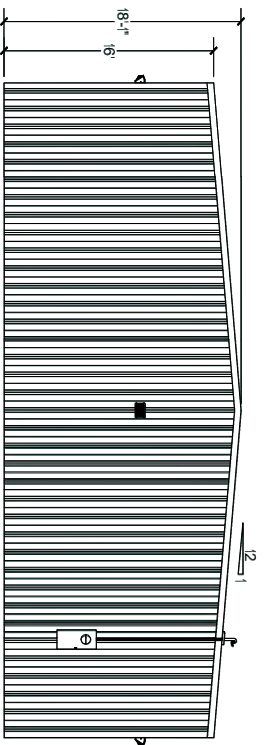
RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS

SCALE: NOT TO SCALE
DATE: 2/7/2020

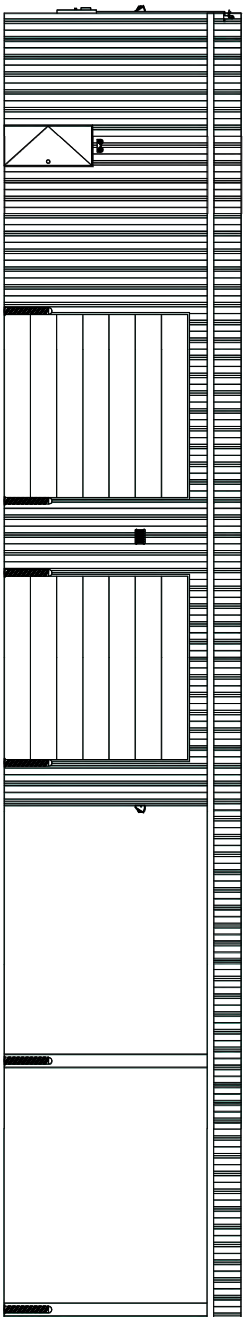
DRAWN: ZDG
CHECK:

COVER SHEET

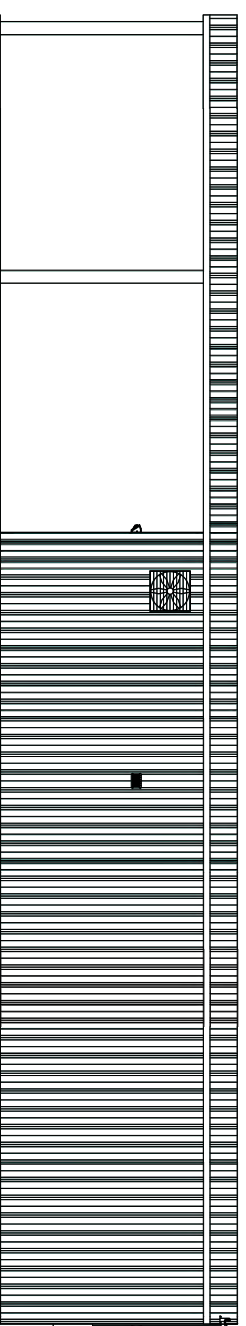
PROPOSED METAL BUILDING DRAWING: 1 OF 2



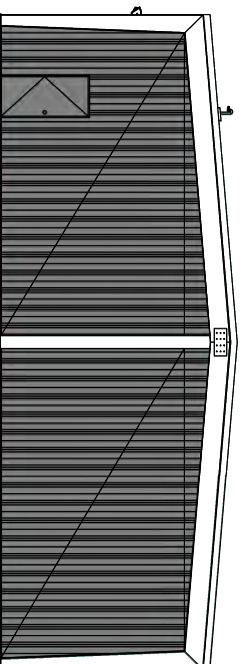
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



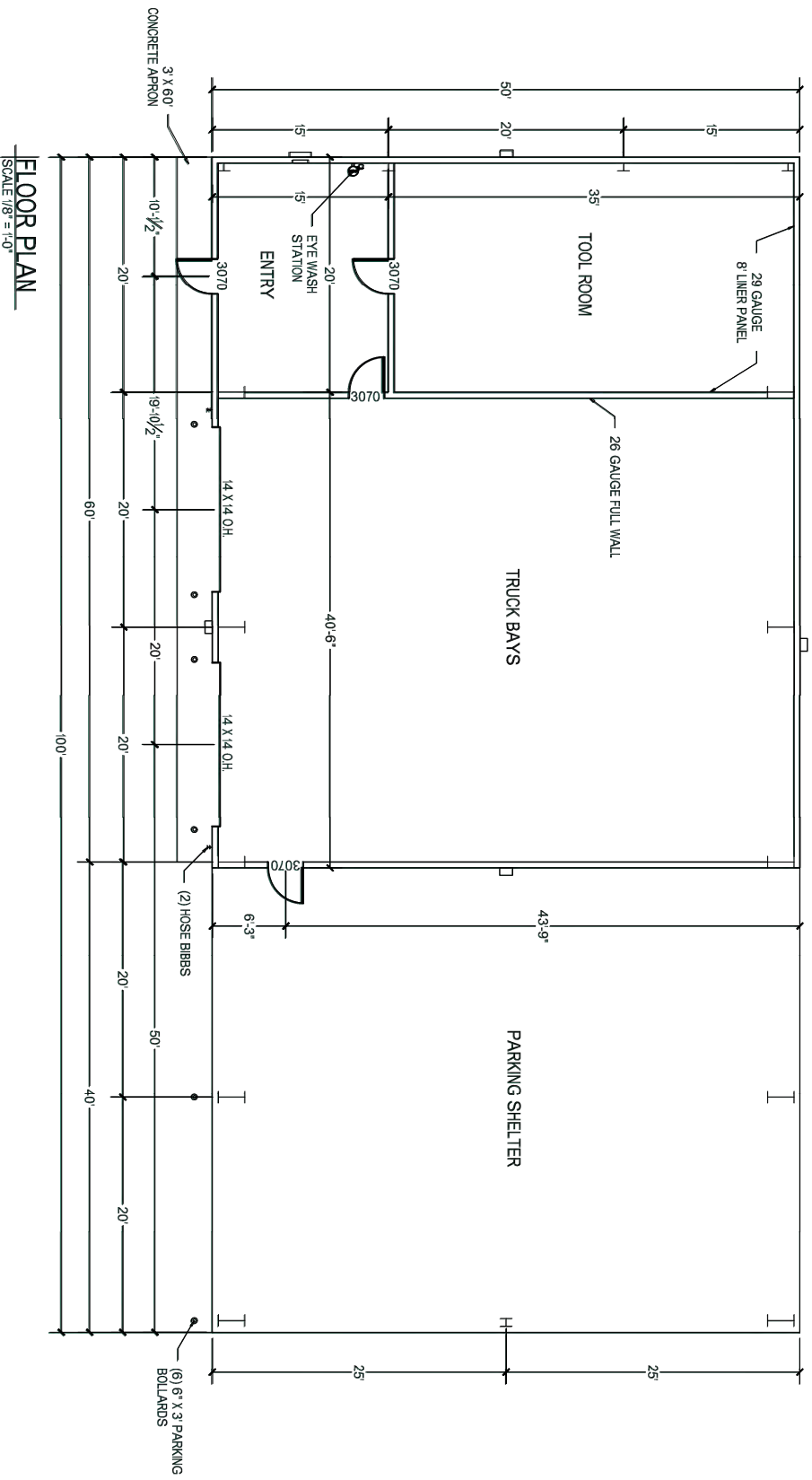
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



FLOOR PLAN
SCALE: 1/8" = 1'-0"



RICHLAND COUNTY
DEPARTMENT OF PUBLIC WORKS

SCALE: NOT TO SCALE
DATE: 2/7/2020
DRAWN: ZDG
CHECK:

FLOOR PLAN & ELEVATIONS

PROPOSED METAL BUILDING
DRAWING: 2 OF 2

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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

Attachment 2



May 28, 2020

To: Stephen Staley, County Engineer
Re: RC-337-B-2020 Eastover Camp Building

Dear Mr. Staley,

A bid opening was held at 2:00 PM on Friday, May 15, 2020 via Bid Express. Procurement has reviewed the seven (7) submitted bids for the project. The bids received were as follows.

Submitted Bids			
Business	Status	Bid Total	Submitted at
M. Dillon Construction Inc.	Responsive	\$235,735	5/15/2020 1:59:18 PM
Hoover Metal Buildings	Responsive	\$198,688	5/14/2020 9:36:38 AM
Berenyi, Inc.	Responsive	\$312,412.20	5/15/2020 1:44:53 PM
Tyler Construction Group, Inc.	Responsive	\$380,750	5/15/2020 8:57:49 AM
Lynam Construction LLC	Responsive	\$249,527	5/15/2020 8:26:17 AM
Solid Structures	Responsive	\$246,527	5/14/2020 3:01:35 PM
CARBRA Construction and Design Inc	Responsive	\$259,386	5/15/2020 1:55:11 PM

Further review shows that Hoover Metal Buildings is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A mandatory virtual Pre-Bid Conference was held at 10:00 AM on April 30, 2020 via Zoom, during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance. Additionally, a mandatory walk through was conducted and you provided the log, also attached.

Attached is a final bid tab sheet for your reference. The second lowest bidder applied and qualified for the Local Vendor Preference. Upon a 5% reduction in their bid total, Hoover Metal Buildings was still the lowest, responsive, responsible bidder and therefore they are recommended for award.

Sincerely,

Jennifer Wladischkin, CPPM
Manager of Procurement



Submitted Bids

Business	Status	Bid Alternate	Bid Total	Submitted at	Signed by
M. Dillon Construction Inc.	Responsive	\$9,111.00	\$235,735.00	5/15/2020 1:59:18 PM	David Truluck
Hoover Metal Buildings	Responsive	\$10,650.00	\$198,688.00	5/14/2020 9:36:38 AM	Danny Hoover
Berenyi, Inc.	Responsive	\$12,525.80	\$312,412.20	5/15/2020 1:44:53 PM	C. Scott Horton
Tyler Construction Group, Inc.	Responsive	\$22,750.00	\$380,750.00	5/15/2020 8:57:49 AM	Greg Tyler
Lynam Construction LLC	Responsive	\$9,850.00	\$249,721.00	5/15/2020 8:26:17 AM	Michael Curti
Solid Structures	Responsive	\$7,527.00	\$246,527.00	5/14/2020 3:01:35 PM	Blake Berkley
CARBRA Construction and Design Inc	Responsive	\$15,716.00	\$259,386.00	5/15/2020 1:55:11 PM	Betty S. Price

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-337-B-2020	Project Name: Eastover Camp Building		Date: April 30, 2020
			Time: 10:00 AM
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County Procurement	Jennifer Wladischkin		
Richland County Public Works	Stephen Staley		
Richland County Public Works	Michael Muloney		
Tyler Construction	Charlie White		
Solid Structures	Blake Berkley		
Hoover Building	Tiffany Stroud		
Lyman Construction	Michael Curti		
Lyman Construction	Bill Lyman		
M Dillon Constuction	David Truluck		
GMK Associates	Tom Weiland		
Berenyi Inc.	John Merkel		
Berenyi Inc.	Scott Horton		
Crescent Structures	Blake Feathersten		
Hayco Construction	Gus Smith		
Hoover Building	Danny Hoover		
Carbra Construction	Carmen Jordan		
Carbra Construction	Betty Price		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-337-B-2020	Project Name: Eastover Camp Building- site visits	
COMPANY NAME	REPRESENTATIVE	RICHLAND COUNTY
Hayco Construction	Gus Smith	Stephen Staley
Carbra Construction	Betty Price	Stephen Staley
Crescent Structures	Blake Featherstun	Stephen Staley
Tyler Construction	Charlie White	Stephen Staley
Lynam Construction	Zeke Lynam	Stephen Staley
MDC	David Truluck	Stephen Staley
Berenyi	John Merkel	Stephen Staley
Solid Structures	Blake Berkley	Stephen Staley
Hoover Buildings	Danny Hoover	Stephen Staley
Hoover Buildings	Tiffany Hoover	Stephen Staley

CCB1044464

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G15981

The following licensee:

HOOVER METAL BUILDINGS INC
1120 OLD TWO NOTCH RD
LEXINGTON SC 29073-8840

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR
for the Classification(s) and Group Limitation shown below:

BD4

*** Group Number and Dollar Limitations: ***
The number after your 2-letter classification(s) above is your Group#
Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited

EXPIRATION DATE: 10/31/2020
Effective License Issue: 09/19/2018
Initial License Date: 10/12/1984

Qualifying Party(s): DANIEL J HOOVER, TED HOOVER

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

Daniel Hoover
Administrator

*** LICENSE# - G15981 * CCB1044464

South Carolina Department of Labor, Licensing and Regulation

SC Contractor's Licensing Board

GENERAL CONTRACTOR

HOOVER METAL BUILDINGS INC

1120 OLD TWO NOTCH RD
LEXINGTON SC 29073-8840

is certified to practice the following:

BD4

Effective License Date: 09/19/2018
Initial License Date: 10/12/1984
EXPIRATION DATE: 10/31/2020

Daniel Hoover
Administrator

CCB1044464

*** LICENSE# - G15981 ***

EXPIRATION DATE: 10/31/2020

GENERAL CONTRACTOR

HOOVER METAL BUILDINGS INC

is certified to practice the following:

BD4

License Classification(s) is the 2 letters in front of number
License Group# Limit is number after 2-letter classification
(see Letter Abbreviation Key & Group Limit on back)

Qualifying Party(s): DANIEL J HOOVER, TED HOOVER



Agenda Briefing

Prepared by: Jennifer Wladischkin, Manager
Department: Finance – Procurement Division
Date Prepared: June 04, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 08, 2020
Budget Review	James Hayes via email	Date:	June 15, 2020
Finance Review	Stacey Hamm via email	Date:	June 05, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award, RC-336-B-2020, Riverwalk and Stockland Drive Resurfacing		

Recommended Action:

County staff recommends that County Council approve the award of a construction contract with Palmetto Corps of Conway in the amount of \$430,009.30 for the resurfacing of Riverwalk and Stockland Drive in the Riverwalk Subdivision.

Motion Requested:

“I move that County Council approve the recommendation of staff to award a construction contract to Palmetto Corps of Conway for the Asphalt Resurfacing repairs of Riverwalk and Stockland Drive in the Riverwalk Subdivision.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The project will be funded by the County Transportation Committee (CTC) for paving project C PCN PO39479. There should be no fiscal impact to Richland County’s operating budget.

Motion of Origin:

This project did not originate with a Council motion.

Council Member	
Meeting	
Date	

Discussion:

This project request for paved road repair and resurfacing originated with citizens directly approaching the County Transportation Committee (CTC). The County's Transportation Department - Penny Program staff has stated that these roads were not on any of the upcoming resurfacing project packages. The CTC asked County staff to prepare a cost estimate for the improvements. This estimate, along with mapping was provided to the CTC (see attached).

The cost estimate was submitted and approved for funding by the Richland County Transportation Committee (CTC) at an estimated \$694,508.40. Bids were requested from qualified contractors under RC-336-B-2020 and there were five submittals. Two submittals did not meet the SLBE participation goal of 34% and were deemed non-responsive. Palmetto Corp of Conway's bid of \$430,009.30 was the lowest responsive bid and was 38% below the Engineer's Estimate of \$694,508.40 for the project. A review of the low bid also shows a commitment of 34.06% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 34% for this project.

Attachments:

1. Bid tabulation and recommendation letter
2. Site map
3. CTC Project Award letter

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

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

Attachment 1



June 1, 2020

To: Gary Barton, Engineer Associate II
CC: Erica Wade, Manager of OSBO Stephen Staley,
County Engineer
Re: RC-336-B-2020 Riverwalk & Stockland Resurfacing

Dear Mr. Barton

A bid opening was held at 3:30 AM on Wednesday, April 22, 2020 at the Richland County Office of Procurement at 2020 Hampton Street for the Riverwalk Way & Stockland Road Resurfacing Project. Procurement & OSBO have reviewed the five (5) submitted bids for the project, which were submitted via Bid Express. During this review, OSBO found that the SLBE listed in Eurovia Atlantic Coast, LLC's as well as Sloan Construction's bids did not include the required SLBE participation and did not include any good faith efforts. As a result, those bids are deemed non-responsive. The bids received were as follows.

BIDDER	SUBMITTED BID
Eurovia Atlantic Coast, LLC dba Blythe	409,279.10
Palmetto Corp of Conway	\$430,009.30
Sloan Construction	\$423,159.46
LYNCHEs RIVER CONTRACTING, INC.	\$520,644.10
Armstrong Contractors	545,782.50

Further review shows that Palmetto Corp of Conway is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Mandatory Pre-Bid Conference was held at 11:00 AM on April 9, 2020 during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Palmetto Corp of Conway's bid to be 38% below the Engineer's Estimate of \$694,508.40 for the project. A review of the low bid also shows a commitment of 34.06% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 34% for this project.

I recommend that a contract be awarded to the lowest, responsive, responsible bidder- Palmetto Corp of Conway.

Sincerely,

A handwritten signature in black ink that reads "Tyler George".

Tyler George
Buyer

Submitted Bids*

Business	Bid Total	Submitted at	Signed by
LYNCHES RIVER CONTRACTING, INC.	\$520,644.10	2020-04-22 12:00:32PM	Thad Preslar
Palmetto Corp of Conway, Inc	\$430,009.30	2020-04-22 3:19:20PM	Shawn Godwin
Armstrong Contractors	\$545,782.50	2020-04-21 1:05:01PM	Scott Jordan
Sloan Construction	\$423,159.46	2020-04-22 2:54:03PM	J.Paul Edwards
Eurovia Atlantic Coast LLC, dba Blythe	\$409,279.10	2020-04-22 12:54:19PM	James Owings

* Bids are under evaluation for responsiveness & responsibility.

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-336-B-2020	Project Name: Riverwalk Way & Stockland Rd Resurfacing		Date: 4/9/2020
			Time: 11:00am
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Tolleson	John Lewis		
Palmetto Corp	Keith Anderson		
Armstrong	Scott Jordan		
Public Works	Steven Staley		
WBE Traffic Control	Sherita		
RC Procurement	Jennifer Wladischkin		
RC Procurement	Tyler George		
Public Works	Gary Barton		
Forrest Whitfield	CR Jackson		
Taylor	CR Jackson		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

Print this page

Board: Commercial Contractors

PALMETTO CORP OF CONWAY
3873 HWY 701 N
CONWAY, SC 29526
(843)365-2156

License number: 14514
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 03/02/1992
Classification: GD5 WL5 AP5 CP5 WP5
Qualified By: Financial Statement
President / Owner: A SHAWN GODWIN

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
GODWIN ANTHONY (COG)
ATKINSON KENNETH (COG)

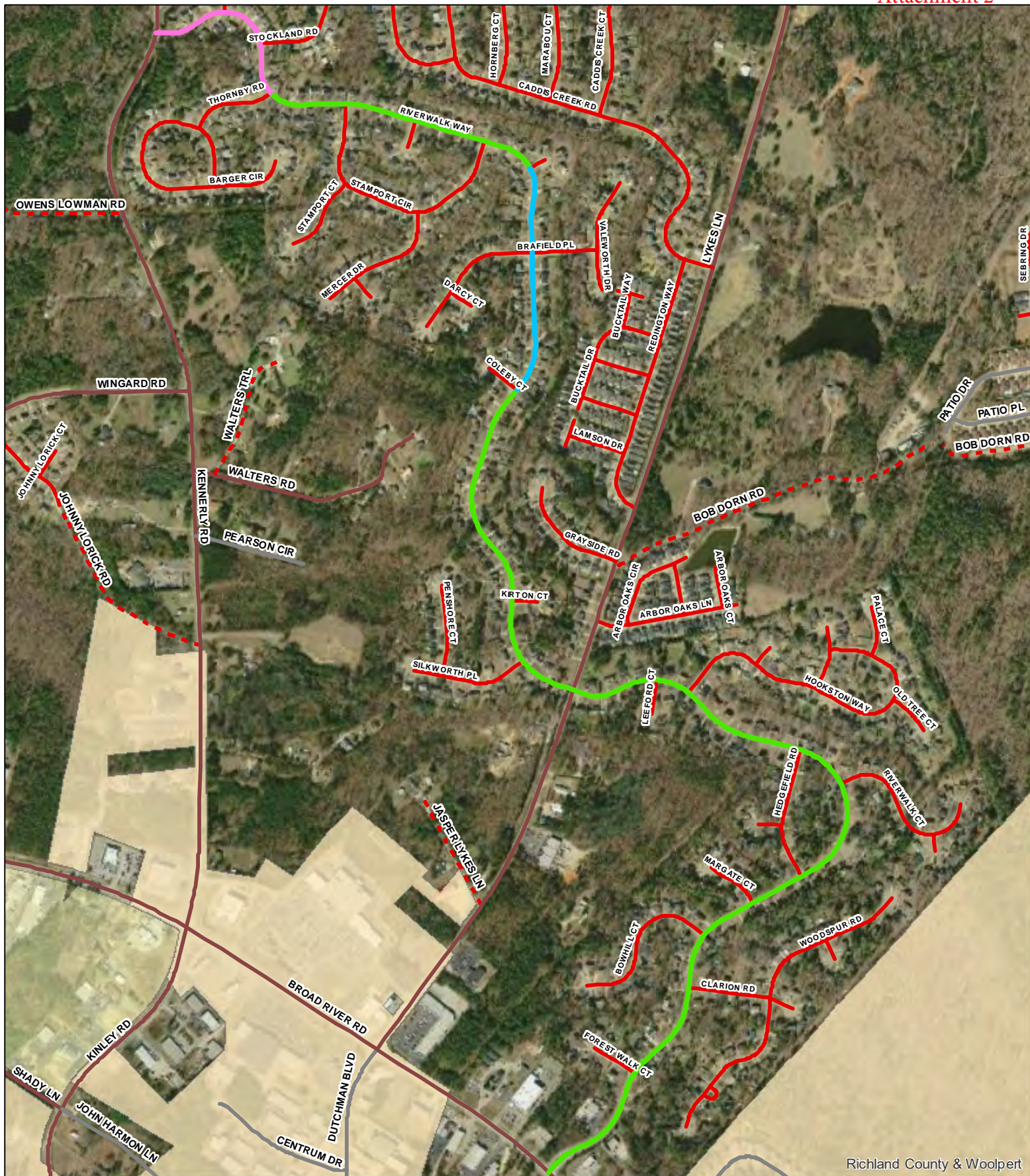
[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found



Richland County & Woolpert

Riverwalk Way Paving Project

Legend

- Mill and Fill 2" Type C HMA
- 4" Full Depth Patch
- Penny Transportation Resurface Complete

City of Columbia

- Columbia

Roads

- County Paved
- Private or Other
- County Unpaved
- SCDOT



1 in = 705 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203





Richland County & Woolpert

Stockland Road Paving Project

Legend

- Mill and Fill 2" Type C HMA
- 4" Full Depth Patch
- Parcels

Roads

- County Paved
- Private or Other
- - - County Unpaved
- SCDOT



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



January 10, 2020

Mr. Stephen Staley
County Engineer
Richland County
400 Powell Road
Columbia, South Carolina 29203

Dear Mr. Staley:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for several improvement projects.

Per the CTC's approval, \$63,132.00 was allocated for local paving project **C PCN P039477**. This project is described as resurface the intersection at Miles Road and Three Bears Road.

Per the CTC's approval, \$258,571.80 was allocated for local paving project **C PCN P039478**. This project is described as repave worn and damaged asphalt on three roads within the Wildewood Subdivision.

Also, per the CTC's approval, \$694,508.40 was allocated for local paving project **C PCN P039479**. This project is described as resurface sections of Riverwalk Way and Stockland Road.

Please note that the Project Control Numbers (PCN) shown above will identify these projects in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or

a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions, please contact me at 803-737-0038 or Gearheartic@scdot.org.

Sincerely,

Gearheart,
Ivana C.

Digitally signed by Gearheart,
Ivana C.
Date: 2020.01.10 14:56:39 -0500

Ivana Gearheart
C Program Administration

Enclosures



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning & Development - Register of Deeds Division
Date Prepared: June 02, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 08, 2020
Budget Review	James Hayes via email	Date:	June 17, 2020
Finance Review	Stacey Hamm via email	Date:	June 17, 2020
Procurement Review:	Jennifer Wladischkin via email	Date:	June 05, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Award of Records Management Storage Services		

Recommended Action:

Staff recommends approval to award the service of Records Management Storage Services to Iron Mountain Inc.

Motion Requested:

1. Move to approve the award for Records Management Storage Services; or,
2. Move to deny the award for Records Management Storage Services.

Request for Council Reconsideration: Yes

Fiscal Impact:

The FY21 budgeted amount for Records Management Storage Services is \$150,000. Funds are available in the Register of Deeds budget line for Service Contracts (5226). Staff does not anticipate any additional fiscal impact based on past and current levels of demand for services.

Motion of Origin:

This request did not result from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

Consolidated Services was the first vendor selected to perform record management services. Iron Mountain, Inc. became the County's records management vendor through the acquisition of Consolidated Services in 2004. This vendor provides services to all County departments, and the Register of Deeds oversees the Records Management Storage Services Contract for the entire County. Each elected official, department head and/or division manager designates their employee(s) who performs their records management functions. The Register of Deeds assists those records management personnel within each department or division with their service needs involving the vendor, such as records destruction, intake, research, retrieval and delivery. The County has 24 delivery locations and 76 records management personnel across all departments and divisions.

For FY20, Iron Mountain storage expenses are projected to be \$146,896.56. This projection is based on the monthly average cost for FY20. The County has approximately 55,464.92 cubic feet of records stored with Iron Mountain. The County's records are stored at facilities located in Blythewood and West Columbia. The contract with Iron Mountain expired on June 2019. Currently, the County continues to use Iron Mountain.

In November 2019, solicitation # **RC-285-B-2020, "Records Management Storage Services"** was advertised for a period of approximately thirty days. Two firms responded to the solicitation. After Procurement's review of the submittals, the Offeror whose bid met the requirements and criteria set forth in the Request for Bid and is considered to be the lowest responsive, responsible offeror to the County is Iron Mountain, Inc.

Attachments:

1. Bid Tabulation Sheet

Solicitation/Quote Number: 285-B-2020	Date Issued: 11/22/2019	Due Date: 1/10/2020 Time Due: 3:00PM	PAGE <u>1</u> OF <u>1</u>
Department: Register of Deeds Representative:	Requisition#	Buyer: Yolanda Davis	Number of Addendum(s) Issued: 3
	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: <i>Iron Mountain</i>	Vendor: <i>Record Storage Systems</i>	Vendor:	Vendor:
1	Records Mgmt.Storage Services	LS	1	<i>14,439.12</i>	<i>16,376.27</i>		
TOTAL				<i>\$14,439.12</i>	<i>\$16,376.27</i>		
Name & Title of Certifying Official: <i>Yolanda Davis Contract Specialist</i>				Name & Title of Assistant: <i>Kathy Coleman, Contract Specialist</i>			
Signature <i>Yolanda Davis</i>				Signature <i>Kathy Coleman</i>			
Date <i>1/10/2020</i>				Date <i>1/10/2020</i>			



Agenda Briefing

Prepared by: Christopher S. Eversmann, AAE, Airport General Manager

Department: Public Works – Airport

Date Prepared: June 09, 2020

Meeting Date: June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 17, 2020
Budget Review	James Hayes via email	Date:	June 15, 2020
Finance Review	Stacey Hamm via email	Date:	June 09, 2020

Approved for Consideration: Assistant County Administrator John M. Thompson, Ph.D., MBA, CPM
Committee: Administration & Finance Committee

Subject: Airport construction contract award recommendations

Recommended Action:

Staff recommends that Richland County Council conditionally approve award of a construction contract in the amount of \$500,211 to AOS Specialty Contractors for Schedule III work items of the project known as “Various Airport Site-Civil Improvements” at the Jim Hamilton – LB Owens Airport. And that Richland County Council conditionally approve award of a professional services contract in an amount not to exceed \$131,010 to WK Dickson for associated Construction Administration / Construction Observation (CA / CO) services. The condition for award is the issuance of an FAA Airport Improvement Program (AIP) Grant.

Motion Requested:

“I move that Richland County Council conditionally approve award of a construction contract in the amount of \$500,211 to AOS Specialty Contractors for Schedule III work items of the project known as “Various Airport Site-Civil Improvements” at the Jim Hamilton – LB Owens Airport. And that Richland County Council conditionally approve award of a professional services contract in an amount not to exceed \$131,010 to WK Dickson for associated Construction Administration / Construction Observation (CA / CO) services. The condition for award is the issuance of an FAA Airport Improvement Program (AIP) Grant.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding for this project will be provided by grant funds as follows:

Federal (FAA)	\$645,646	AIP Grant 026-2020	100% funding
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Federal funds are programmed to be issued in AIP Grant 3-45-0017-026-2020.

Because of the Federal CARES Act, this year’s Airport Improvement Program (AIP) projects will be 100% Federally funded. There is no requirement for matching State or Local funds for this year only.

Motion of Origin:

This request did not originate with a motion by a member of County Council.

Council Member	
Meeting	
Date	

Discussion:

Project survey, design and advertisement of the project was completed by our Airport Engineering Consultant, WK Dickson, as funded by our annual Airport Improvement Program (AIP) grant from a previous Federal Fiscal Year (FY). This is the second phase of this project. After completion of this project, there will be two remaining, stand-alone phases available for construction in the future, depending upon the future availability of Federal funding.

The project was properly advertised for a 30-day period in 2019, and three bids were received. AOS Specialty Contractors was the lowest, responsive, responsible bidder for this work schedule. This bid has been reviewed by the Project Engineer, is consistent with the Engineer’s estimate, and is recommended for award to AOS Specialty Contractors. The potential Contractor has formally indicated that they will honor their bid from 2019.

Attachments:

1. Bid Tabulation
2. WK Dickson Work Authorization (WA) Number 06

BID TABULATIONS
Various Airport Site-Civil Improvements
Jim Hamilton-L.B. Owens Airport (CUB)
WKD #20180391.00.CA
Richland County Solicitation #RC-199-B-2019

	AOS Specialty Contractors, Inc.	Taylor Brothers Construction, Inc.	Lindler's Construction of S.C., LLC.
Subtotal Bid - Schedule I - Phase I (Work Areas 1, 2 & 3)	\$567,052.00	\$885,440.00	\$599,390.00
Subtotal Bid - Schedule II - Phase II (Work Areas 4, 5 & 6)	\$565,868.00	\$521,872.50	\$798,123.00
Subtotal Bid - Schedule III - Phase III (Work Areas 7, 8 & 9)	\$500,211.00	\$639,290.00	\$673,110.00
Subtotal Bid - Schedule IV - Phase IV (Work Area 10)	\$224,875.00	\$271,975.00	\$262,300.00
Total Bid (Schedule I + Schedule II + Schedule III + Schedule IV)	\$1,858,006.00	\$2,318,577.50	\$2,332,923.00
Maximum Total Bid, including Additives (Schedule I + Schedule II + Schedule III+Additive + Schedule IV+Additive)	\$1,969,211.00	\$2,348,067.50	\$2,522,723.00

I hereby certify that this tabulation of bids received June 20, 2019 is true and correct to the best of my knowledge.



 Terry A. Macaluso, PE - Vice President

BID TABULATIONS
Various Airport Site-Civil Improvements
Jim Hamilton-L.B. Owens Airport (CUB)
WKD #20180391.00.CA
Richland County Solicitation #RC-199-B-2019

Schedule I - Phase I (Work Areas 1, 2 & 3)

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction		Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	GP-105	Mobilization	1	LS	\$98,705.00	\$98,705.00	\$80,000.00	\$80,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	3000	SY	\$15.00	\$45,000.00	\$7.00	\$21,000.00	\$15.00	\$45,000.00
3	P-101	Remove Curb and Gutter	95	LF	\$9.00	\$855.00	\$100.00	\$9,500.00	\$30.00	\$2,850.00
4	P-101	Relocate Light Pole	1	LS	\$5,327.00	\$5,327.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
5	P-101	Relocate Existing Mail Box	1	LS	\$63.00	\$63.00	\$500.00	\$500.00	\$500.00	\$500.00
6	P-101	Disconnect and Remove Existing Loop Detector from Gate Operator	2	EA	\$188.00	\$376.00	\$500.00	\$1,000.00	\$3,500.00	\$7,000.00
7	P-101	Remove/Reinstall Concrete Parking Blocks	8	EA	\$65.00	\$520.00	\$55.00	\$440.00	\$120.00	\$960.00
8	P-101	Remove Existing Drop Inlet	1	LS	\$809.00	\$809.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
9	P-101	Adjust Existing In Pave Utility/Valve Box	5	EA	\$127.00	\$635.00	\$500.00	\$2,500.00	\$700.00	\$3,500.00
10	P-101	Adjust Existing In Pave Meter Box	1	EA	\$127.00	\$127.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
11	010664	Provide and Install Concrete Curb/Wheel Stop	15	EA	\$84.00	\$1,260.00	\$55.00	\$825.00	\$100.00	\$1,500.00
12	071803	8" Dia. Steel Bollard	2	EA	\$780.00	\$1,560.00	\$800.00	\$1,600.00	\$1,200.00	\$2,400.00
13	110263	Operator	80	LF	\$56.00	\$4,480.00	\$40.00	\$3,200.00	\$70.00	\$5,600.00
14	329305	Transplant Existing Tree	1	EA	\$6,261.00	\$6,261.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
15	P-152	GeoGrid	600	SY	\$5.00	\$3,000.00	\$10.00	\$6,000.00	\$10.00	\$6,000.00
16	P-152	Unclassified Excavation	1200	CY	\$10.00	\$12,000.00	\$15.00	\$18,000.00	\$25.00	\$30,000.00
17	P-152	Unsuitable Excavation	120	CY	\$13.00	\$1,560.00	\$50.00	\$6,000.00	\$45.00	\$5,400.00
18	P-152	Stockpiling	900	CY	\$5.00	\$4,500.00	\$12.00	\$10,800.00	\$10.00	\$9,000.00
19	P-156	Temporary Inlet Protection	3	EA	\$157.00	\$471.00	\$300.00	\$900.00	\$500.00	\$1,500.00
20	P-156	Temporary Construction Entrance	2	EA	\$4,516.00	\$9,032.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
21	P-156	Temporary Silt Fence	800	LF	\$5.00	\$4,000.00	\$4.50	\$3,600.00	\$6.00	\$4,800.00
22	P-156	Compost Filter Sock	400	LF	\$7.00	\$2,800.00	\$12.00	\$4,800.00	\$20.00	\$8,000.00
23	P-156	Temporary Seeding	1650	SY	\$1.00	\$1,650.00	\$0.50	\$825.00	\$1.00	\$1,650.00
24	P-209	Crushed Aggregate Base Course	1100	CY	\$82.00	\$90,200.00	\$25.00	\$27,500.00	\$100.00	\$110,000.00
25	P-501	Portland Cement Concrete Surface Coarse (6")	400	SY	\$107.00	\$42,800.00	\$225.00	\$90,000.00	\$75.00	\$30,000.00
26	P-602	Prime Coat	1200	GAL	\$8.00	\$9,600.00	\$4.00	\$4,800.00	\$6.00	\$7,200.00
27	P-603	Tack Coat	800	GAL	\$9.00	\$7,200.00	\$4.00	\$3,200.00	\$4.00	\$3,200.00
28	P-620	Permanent Pavement Reflectorized Markings (White)	650	SF	\$25.00	\$16,250.00	\$20.00	\$13,000.00	\$10.00	\$6,500.00
29	P-620	Permanent Pavement Reflectorized Markings (Yellow)	450	SF	\$25.00	\$11,250.00	\$20.00	\$9,000.00	\$10.00	\$4,500.00
30	P-620	Pavement Marking - Handicap Symbol (White/Blue)	2	EA	\$313.00	\$626.00	\$45.00	\$90.00	\$700.00	\$1,400.00
31	P-620	Pavement Marking - Straight Arrow (White)	1	EA	\$188.00	\$188.00	\$30.00	\$30.00	\$1,000.00	\$1,000.00
32	P-620	Pavement Marking - Right Turn Only (White)	1	EA	\$188.00	\$188.00	\$30.00	\$30.00	\$1,000.00	\$1,000.00
33	P-620	Pavement Marking - Black	600	SF	\$25.00	\$15,000.00	\$25.00	\$15,000.00	\$10.00	\$6,000.00
34	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, with Category 2 RAP	1000	TN	\$144.00	\$144,000.00	\$200.00	\$200,000.00	\$200.00	\$200,000.00
35	SCDOT 651	Traffic Sign -Single Panel, including break away U-channel post and foundation.	1	LS	\$420.00	\$420.00	\$300.00	\$300.00	\$700.00	\$700.00
36	SCDOT 651	Traffic Sign - Double Panel, including break away U-channel post and foundation.	1	LS	\$740.00	\$740.00	\$450.00	\$450.00	\$900.00	\$900.00
37	SCDOT 610	Traffic Control - Single Lane Closure Including Cones, Barrels, Barricades & Signage	1	LS	\$6,261.00	\$6,261.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
38	SCDOT 720	New Curb and Gutter	115	LF	\$35.00	\$4,025.00	\$30.00	\$3,450.00	\$50.00	\$5,750.00
39	T-901	Permanent Seeding (Mulched)	1600	SY	\$1.00	\$1,600.00	\$0.50	\$800.00	\$2.00	\$3,200.00
40	T-905	Topsoil Placement (includes 6" stripping and stockpile)	1600	SY	\$2.00	\$3,200.00	\$25.00	\$40,000.00	\$5.00	\$8,000.00
41	D-751	Proposed Doghouse Manhole	5	VF	\$1,165.00	\$5,825.00	\$3,000.00	\$15,000.00	\$1,000.00	\$5,000.00
42	D-751	Reinforced Concrete Inlet Slab with Neenah R-3475A	48	SF	\$56.00	\$2,688.00	\$5,500.00	\$264,000.00	\$60.00	\$2,880.00
Sched I Subtotal					\$567,052.00	\$885,440.00	\$885,440.00	\$599,390.00	\$599,390.00	\$599,390.00

BID TABULATIONS

Various Airport Site-Civil Improvements
 Jim Hamilton-L.B. Owens Airport (CUB)
 WKD #20180391.00.CA
 Richland County Solicitation #RC-199-B-2019

Schedule II - Phase II (Work Areas 4, 5 & 6)

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.			Taylor Brothers Construction			Lindler's Construction of SC, LLC		
					Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Total	Corrected Totals
1	GP-105	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$29,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	1225	SY	\$15.00	\$18,375.00	\$18,375.00	\$7.00	\$8,575.00	\$8,575.00	\$15.00	\$18,375.00	\$18,375.00
3	P-101	Remove Chain-link Fence	145	LF	\$8.00	\$1,160.00	\$1,160.00	\$7.00	\$1,015.00	\$1,015.00	\$20.00	\$2,900.00	\$2,900.00
4	P-101	Remove Existing Rip-Rap	75	CY	\$44.00	\$3,300.00	\$3,300.00	\$50.00	\$3,750.00	\$3,750.00	\$100.00	\$7,500.00	\$7,500.00
5	P-101	Remove Existing 18" CCP	216	LF	\$24.00	\$5,184.00	\$5,184.00	\$30.00	\$6,480.00	\$6,480.00	\$20.00	\$4,320.00	\$4,320.00
6	P-101	Remove Existing 18" RCP	125	LF	\$24.00	\$3,000.00	\$3,000.00	\$30.00	\$3,750.00	\$3,750.00	\$20.00	\$2,500.00	\$2,500.00
7	P-101	Remove Existing 24" RCP	132	LF	\$28.00	\$3,696.00	\$3,696.00	\$30.00	\$3,960.00	\$3,960.00	\$24.00	\$3,168.00	\$3,168.00
8	P-101	Remove Existing 30" RCP	91	LF	\$28.00	\$2,554.00	\$2,548.00	\$50.00	\$4,550.00	\$4,550.00	\$30.00	\$2,730.00	\$2,730.00
9	P-152	Unclassified Excavation	700	CY	\$10.00	\$7,000.00	\$7,000.00	\$25.00	\$17,500.00	\$17,500.00	\$25.00	\$17,500.00	\$17,500.00
10	P-152	Unsuitable Excavation	110	CY	\$13.00	\$1,430.00	\$1,430.00	\$100.00	\$11,000.00	\$11,000.00	\$45.00	\$4,950.00	\$4,950.00
11	P-152	Stockpiling	700	CY	\$5.00	\$3,500.00	\$3,500.00	\$10.00	\$7,000.00	\$7,000.00	\$10.00	\$7,000.00	\$7,000.00
12	P-152	Gravel Excavation	150	CY	\$30.00	\$4,500.00	\$4,500.00	\$10.00	\$1,500.00	\$1,500.00	\$80.00	\$12,000.00	\$12,000.00
13	P-156	Temporary Rock Pipe Inlet Protection	3	EA	\$4,150.00	\$12,450.00	\$12,450.00	\$500.00	\$15,000.00	\$1,500.00	\$700.00	\$2,100.00	\$2,100.00
14	P-156	Temporary Check Dam	2	EA	\$304.00	\$608.00	\$304.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,500.00	\$9,000.00	\$9,000.00
15	P-156	Temporary Construction Entrance	3	EA	\$4,520.00	\$13,560.00	\$13,560.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$15,000.00	\$15,000.00
16	P-156	Temporary Silt Fence	250	LF	\$5.00	\$1,250.00	\$1,250.00	\$5.00	\$1,250.00	\$1,250.00	\$6.00	\$1,500.00	\$1,500.00
17	P-156	Compost Filter Sock	1800	LF	\$7.00	\$12,600.00	\$12,600.00	\$12.00	\$21,600.00	\$21,600.00	\$20.00	\$36,000.00	\$36,000.00
18	P-156	Erosion Control Matting	2650	SY	\$2.00	\$5,300.00	\$5,300.00	\$5.00	\$13,250.00	\$13,250.00	\$7.00	\$18,550.00	\$18,550.00
19	P-156	Temporary Seeding	6500	SY	\$1.00	\$6,500.00	\$6,500.00	\$0.50	\$3,250.00	\$3,250.00	\$1.00	\$6,500.00	\$6,500.00
20	P-159	Rip-Rap Outlet Protection with filter fabric, Class B	190	CY	\$89.00	\$16,910.00	\$16,910.00	\$75.00	\$14,250.00	\$14,250.00	\$150.00	\$28,500.00	\$28,500.00
21	P-159	Rip-Rap Weir with filter fabric, Class A	25	CY	\$150.00	\$3,750.00	\$3,750.00	\$75.00	\$1,875.00	\$1,875.00	\$180.00	\$4,500.00	\$4,500.00
22	P-209	Crushed Aggregate Base Course	650	CY	\$82.00	\$53,300.00	\$53,300.00	\$25.00	\$15,125.00	\$16,250.00	\$120.00	\$78,000.00	\$78,000.00
23	P-501	Sleeper Slab	40	SY	\$160.00	\$6,400.00	\$6,400.00	\$150.00	\$6,000.00	\$6,000.00	\$200.00	\$8,000.00	\$8,000.00
24	P-602	Prime Coat	450	GAL	\$8.00	\$3,600.00	\$3,600.00	\$1.85	\$832.50	\$832.50	\$6.00	\$2,700.00	\$2,700.00
25	P-603	Tack Coat	300	GAL	\$9.00	\$2,700.00	\$2,700.00	\$1.85	\$555.00	\$555.00	\$4.00	\$1,200.00	\$1,200.00
26	P-620	Permanent Pavement ReflectORIZED Markings (Yellow)	100	SF	\$25.00	\$2,500.00	\$2,500.00	\$20.00	\$2,000.00	\$2,000.00	\$10.00	\$1,000.00	\$1,000.00
27	P-620	Pavement Marking - Black	165	SF	\$25.00	\$4,125.00	\$4,125.00	\$25.00	\$4,125.00	\$4,125.00	\$10.00	\$1,650.00	\$1,650.00
28	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, No RAP	50	TN	\$145.00	\$7,250.00	\$7,250.00	\$200.00	\$10,000.00	\$10,000.00	\$350.00	\$17,500.00	\$17,500.00
29	SCDOT 403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, with Category 2 RAP	485	TN	\$145.00	\$70,325.00	\$70,325.00	\$200.00	\$97,000.00	\$97,000.00	\$250.00	\$121,250.00	\$121,250.00
30	F-162	8' Chain Link Fence w 3 Strands Barbed Wire with Mow Strip	165	LF	\$38.00	\$6,270.00	\$6,270.00	\$75.00	\$12,375.00	\$12,375.00	\$90.00	\$14,850.00	\$14,850.00
31	T-901	Permanent Seeding (Mulched)	6000	SY	\$1.00	\$6,000.00	\$6,000.00	\$0.50	\$3,000.00	\$3,000.00	\$1.00	\$6,000.00	\$6,000.00
32	T-905	Topsoil Placement (includes 6" stripping and stockpile)	4000	SY	\$2.00	\$8,000.00	\$8,000.00	\$10.00	\$40.00	\$40,000.00	\$5.00	\$20,000.00	\$20,000.00
33	L-108	1/2" #6 AWG BSD or BHD or XHHW-2 Copper Counterpoise Wire in Trench, Conduit or Duct	240	LF	\$18.00	\$4,320.00	\$4,320.00	\$8.50	\$2,040.00	\$2,040.00	\$50.00	\$12,000.00	\$12,000.00
34	L-108	1/2" L-824-Type C Unshielded #8 AWG 5KV Copper Cable in Trench, Conduit or Duct	540	LF	\$19.00	\$10,260.00	\$10,260.00	\$10.00	\$5,400.00	\$5,400.00	\$50.00	\$27,000.00	\$27,000.00
35	L-108	Supplemental 0.75" x 10' Copper Clad Steel Ground Rod	6	EA	\$234.00	\$1,404.00	\$1,404.00	\$100.00	\$600.00	\$600.00	\$700.00	\$4,200.00	\$4,200.00
36	L-108	Cable Trench for 1 or 2 Cables	480	LF	\$13.00	\$6,240.00	\$6,240.00	\$18.00	\$8,640.00	\$8,640.00	\$60.00	\$28,800.00	\$28,800.00
37	L-110	1 w 4" SCH 80 PVC Split Duct	60	LF	\$79.00	\$4,740.00	\$4,740.00	\$240.00	\$14,400.00	\$14,400.00	\$100.00	\$6,000.00	\$6,000.00
38	L-125	Remove and Reinstall Existing L-861 T Taxiway Edge Light	6	EA	\$2,590.00	\$15,540.00	\$15,540.00	\$5,500.00	\$33,000.00	\$33,000.00	\$3,000.00	\$18,000.00	\$18,000.00
39	L-125	Provide and Install New L-830 Isolation Transformer	12	EA	\$1,290.00	\$15,480.00	\$15,480.00	\$800.00	\$9,600.00	\$9,600.00	\$5,000.00	\$60,000.00	\$60,000.00
40	D-701	18" Class IV RCP	171	LF	\$88.00	\$15,048.00	\$15,048.00	\$30.00	\$5,130.00	\$5,130.00	\$80.00	\$13,680.00	\$13,680.00
41	D-701	24" Class IV RCP	122	LF	\$97.00	\$11,834.00	\$11,834.00	\$60.00	\$7,320.00	\$7,320.00	\$100.00	\$12,200.00	\$12,200.00
42	D-701	30" Class III RCP	48	LF	\$115.00	\$5,520.00	\$5,520.00	\$75.00	\$3,600.00	\$3,600.00	\$150.00	\$7,200.00	\$7,200.00
43	D-701	30" Class IV RCP	170	LF	\$119.00	\$20,230.00	\$20,230.00	\$75.00	\$12,750.00	\$12,750.00	\$150.00	\$25,500.00	\$25,500.00
44	D-701	Class B Trench Bedding, Stone Backfill	90	CY	\$150.00	\$13,500.00	\$13,500.00	\$30.00	\$2,700.00	\$2,700.00	\$120.00	\$10,800.00	\$10,800.00
45	D-752	SCDOT 719-605B Straight Headwall - Triple 18" RCP	2	EA	\$3,135.00	\$6,270.00	\$6,270.00	\$4,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$20,000.00	\$20,000.00
46	D-752	SCDOT 719-605B Straight Headwall - Double 24" RCP	2	EA	\$2,820.00	\$5,640.00	\$5,640.00	\$3,500.00	\$7,000.00	\$7,000.00	\$4,000.00	\$8,000.00	\$8,000.00
47	D-752	SCDOT 719-605B Straight Headwall - Double 30" RCP	3	EA	\$3,135.00	\$9,405.00	\$9,405.00	\$5,000.00	\$15,000.00	\$15,000.00	\$3,500.00	\$10,500.00	\$10,500.00
48	D-752	30" Pipe Dia. Concrete Wingwall Structure Complete with USACE Outlet Security Barrier	2	EA	\$6,200.00	\$12,400.00	\$12,400.00	\$3,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$16,000.00	\$16,000.00
49	SPEC	Driveway TOPO Survey	5000	SY	\$2.00	\$10,000.00	\$10,000.00	\$5.00	\$25,000.00	\$25,000.00	\$1.50	\$7,500.00	\$7,500.00
50	SPEC	Driveway Installation Traffic Control	1	LS	\$1,250.00	\$1,250.00	\$1,250.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Sched II Subtotal						\$565,874.00	\$565,868.00	Sched II Subtotal	\$494,287.50	\$521,872.50	Sched II Subtotal	\$807,123.00	\$798,123.00

BID TABULATIONS
Various Airport Site-Civil Improvements
Jim Hamilton-L.B. Owens Airport (CUB)
WKD #20180391.00.CA
Richland County Solicitation #RC-199-B-2019

Schedule III - Phase III (Work Areas 7, 8 & 9)

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Totals
1	GP-105	Mobilization	1	LS	\$102,177.00	\$102,177.00	\$90,000.00	\$90,000.00	\$90,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	1100	SY	\$15.00	\$16,500.00	\$7.00	\$7,700.00	\$7,700.00	\$15.00	\$16,500.00
3	P-101	Remove Existing Segmented Retaining Wall	950	SF	\$4.00	\$3,800.00	\$9.00	\$8,550.00	\$8,550.00	\$25.00	\$23,750.00
4	P-101	Remove Existing SCDOT Type 25 Single Inlet Frame, Grate, Slab and Apron	2	EA	\$1,900.00	\$3,800.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$6,000.00
5	P-101	Remove Existing SCDOT Type 25 Double Inlet Frame, Grate, Slab and Apron	9	EA	\$2,300.00	\$20,700.00	\$2,000.00	\$18,000.00	\$18,000.00	\$3,000.00	\$27,000.00
6	P-101	Remove Existing SCDOT Type 112 Single Inlet Frame, Grate, Slab and Apron	4	EA	\$1,900.00	\$7,600.00	\$1,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$12,000.00
7	P-101	Remove Existing Manhole Ring/Lid and Lower 8"	1	LS	\$1,905.00	\$1,905.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
8	323223	Concrete Segmented Retain Wall	3000	SF	\$25.00	\$75,000.00	\$17.25	\$51,750.00	\$51,750.00	\$60.00	\$180,000.00
9	P-152	GeoGrid	150	SY	\$5.00	\$750.00	\$12.00	\$1,800.00	\$1,800.00	\$20.00	\$3,000.00
10	P-152	Unclassified Excavation	200	CY	\$10.00	\$2,000.00	\$25.00	\$5,000.00	\$5,000.00	\$30.00	\$6,000.00
11	P-152	Unsuitable Excavation	20	CY	\$13.00	\$260.00	\$100.00	\$2,000.00	\$2,000.00	\$100.00	\$2,000.00
12	P-156	Temporary Rock Pipe Inlet Protection	1	EA	\$4,136.00	\$4,136.00	\$400.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00
13	P-156	Temporary Check Dam	1	EA	\$151.00	\$151.00	\$1,000.00	\$1,000.00	\$1,000.00	\$20,000.00	\$20,000.00
14	P-156	Temporary Construction Entrance	3	EA	\$4,519.00	\$13,557.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$15,000.00
15	P-156	Compost Filter Sock	1000	LF	\$7.00	\$7,000.00	\$12.00	\$12,000.00	\$12,000.00	\$20.00	\$20,000.00
16	P-156	Erosion Control Matting	925	SY	\$3.00	\$2,775.00	\$3.00	\$2,775.00	\$2,775.00	\$10.00	\$9,250.00
17	P-156	Temporary Compost filter sock Inlet Protection	17	EA	\$157.00	\$2,669.00	\$1,000.00	\$17,000.00	\$17,000.00	\$500.00	\$8,500.00
18	P-156	Temporary Seeding	2650	SY	\$1.00	\$2,650.00	\$75.00	\$1,987.50	\$1,987.50	\$1.00	\$2,650.00
19	P-209	Crushed Aggregate Base Course	375	CY	\$82.00	\$30,750.00	\$50.00	\$18,750.00	\$18,750.00	\$100.00	\$37,500.00
20	P-602	Prime Coat	310	GAL	\$8.00	\$2,480.00	\$4.00	\$1,240.00	\$1,240.00	\$6.00	\$1,860.00
21	P-603	Tack Coat	200	GAL	\$9.00	\$1,800.00	\$4.00	\$800.00	\$800.00	\$4.00	\$800.00
22	P-620	Permanent Pavement ReflectORIZED Markings (Yellow)	400	SF	\$25.00	\$10,000.00	\$20.00	\$8,000.00	\$8,000.00	\$10.00	\$4,000.00
23	P-620	Pavement Marking - Black	700	SF	\$25.00	\$17,500.00	\$25.00	\$17,500.00	\$17,500.00	\$10.00	\$7,000.00
24	P-620	Surface Painted Runway Hold Sign (1-2) Characters	150	SF	\$126.00	\$18,900.00	\$30.00	\$4,500.00	\$4,500.00	\$20.00	\$3,000.00
25	SCDOT_403	Hot Mix Asphalt Concrete Surface Coarse -SCDOT Type B, Including PG 70-22 Binder, No RAP	265	TN	\$145.00	\$38,425.00	\$200.00	\$53,000.00	\$53,000.00	\$300.00	\$79,500.00
26	T-901	Permanent Seeding (Mulched)	2650	SY	\$1.00	\$2,650.00	\$0.50	\$2,650.50	\$1,325.00	\$2.00	\$5,300.00
27	T-905	Topsoil Placement (includes 6" stripping and stockpile)	50	SY	\$7.00	\$350.00	\$25.00	\$1,250.00	\$1,250.00	\$100.00	\$5,000.00
28	L-108	1/C #6 AWG BSD or BHD or XHHW-2 Copper Counterpoise Wire in Trench, Conduit or Duct	200	LF	\$18.00	\$3,600.00	\$13.00	\$2,600.00	\$2,600.00	\$50.00	\$10,000.00
29	L-108	1/C L-824-Type C Unshielded #8 AWG 5kV Copper Cable in Trench, Conduit or Duct	200	LF	\$19.00	\$3,800.00	\$40.00	\$8,000.00	\$8,000.00	\$50.00	\$10,000.00
30	L-108	Cable Trench for 1 or 2 Cables	400	LF	\$13.00	\$5,200.00	\$19.00	\$7,600.00	\$7,600.00	\$50.00	\$20,000.00
31	D-751	Provide and Install SCDOT Type 25 Single Inlet Frame, Grate, Adapter Slab and Apron on Existing Structure	2	EA	\$4,495.00	\$8,990.00	\$3,500.00	\$7,000.00	\$7,000.00	\$6,000.00	\$12,000.00
32	D-751	Provide and Install SCDOT Type 25 Double Inlet Frame, Grate, Adapter Slab and Apron on Existing Structure	9	EA	\$5,972.00	\$53,748.00	\$6,000.00	\$54,000.00	\$54,000.00	\$7,000.00	\$63,000.00
33	D-751	Provide and Install SCDOT Type 112 Single Inlet Frame, Grate, Adapter Slab and Apron	4	EA	\$7,804.00	\$31,216.00	\$3,500.00	\$14,000.00	\$14,000.00	\$6,000.00	\$24,000.00
34	D-751	Provide and Install Concrete Ring with Flush Neenah R-1646 Ring and Lind	1	EA	\$3,372.00	\$3,372.00	\$3,500.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
					Sched III Subtotal	\$500,211.00	Sched III Subtotal	\$443,853.00	\$639,290.00	Sched III Subtotal	\$673,110.00

Schedule III - Phase III Additive Bid Items

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Totals	Unit Price	Extended Totals
1	P-152	Offsite Borrow	65	CY	\$30.00	\$1,950.00	\$25.00	\$1,625.00		\$100.00	\$6,500.00
2	P-152	Onsite Borrow	65	CY	\$15.00	\$975.00	\$15.00	\$975.00		\$80.00	\$5,200.00
3	L-125	Provide and Install New L-830 Isolation Transformer	2	EA	\$2,000.00	\$4,000.00	\$800.00	\$1,600.00		\$5,000.00	\$10,000.00
4	D-751	Neenah R-3475A Single Inlet Frame, Grate, SCDOT Type 25 Adapter Slab and Apron on Existing Structure	2	EA	\$4,500.00	\$9,000.00	\$6,000.00	\$6,000.00		\$8,000.00	\$16,000.00
5	D-751	Neenah R-3475A Double Inlet Frame, Grate, SCDOT Type 25 Adapter Slab and Apron on Existing Structure	9	EA	\$5,970.00	\$53,730.00	\$8,500.00	\$8,500.00		\$9,000.00	\$81,000.00
6	D-751	Neenah R-3475A Single Inlet Frame, Grate, SCDOT Type 112 Adapter Slab and Apron on Existing Structure	4	EA	\$7,800.00	\$31,200.00	\$5,500.00	\$5,500.00		\$8,000.00	\$32,000.00
					Additive Subtotal	\$100,855.00	Additive Subtotal	\$24,200.00		Additive Subtotal	\$150,700.00

BID TABULATIONS
 Various Airport Site-Civil Improvements
 Jim Hamilton-L.B. Owens Airport (CUB)
 WKD #20180391.00.CA
 Richland County Solicitation #RC-199-B-2019

Schedule IV - Phase IV (Work Area 10)

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of S.C., LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Corrected Total	Unit Price	Extended Total
1	GP-105	Mobilization	1	LS	\$65,655.00	\$65,655.00	\$90,000.00	\$90,000.00	\$90,000.00	\$29,000.00	\$29,000.00
2	P-101	Full Depth Pavement Removal	700	SY	\$15.00	\$10,500.00	\$7.00	\$4,900.00	\$4,900.00	\$15.00	\$10,500.00
3	P-101	Remove Chain-link Fence	2700	LF	\$8.00	\$21,600.00	\$7.00	\$18,900.00	\$18,900.00	\$20.00	\$54,000.00
4	P-101	Remove Existing 120' Double Leaf Rolling Gate	1	LS	\$6,892.00	\$6,892.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
5	P-101	Remove Existing 20' Double Leaf Swing Gate	1	LS	\$125.00	\$125.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
6	P-152	Embankment in Place	230	CY	\$15.00	\$3,450.00	\$10.00	\$2,300.00	\$2,300.00	\$30.00	\$6,900.00
7	P-156	Temporary Seeding	700	SY	\$1.00	\$700.00	\$0.75	\$525.00	\$525.00	\$4.00	\$2,800.00
8	F-162	8' Chain Link Fence w 3 Strands Barbed Wire with Mow Strip	3000	LF	\$38.00	\$114,000.00	\$50.00	\$150,000.00	\$150,000.00	\$50.00	\$150,000.00
9	F-162	20' Double swing gate	1	EA	\$1,253.00	\$1,253.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
10	T-901	Permanent Seeding (Mulched)	700	SY	\$1.00	\$700.00	\$0.50	\$350.00	\$350.00	\$3.00	\$2,100.00
Sched IV Subtotal					\$224,875.00	\$224,875.00	\$386,462.00	\$386,462.00	\$271,975.00	\$262,300.00	\$262,300.00

Schedule IV - Phase IV Additive Bid Items

Item No.	Spec. Section	Description	Quantity	Unit	AOS Specialty Contractors, Inc.		Taylor Brothers Construction			Lindler's Construction of SC, LLC	
					Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	
1	P-152	Offsite Borrow	230	CY	\$30.00	\$6,900.00	\$15.00	\$3,450.00		\$100.00	\$23,000.00
2	P-152	Onsite Borrow	230	CY	\$15.00	\$3,450.00	\$8.00	\$1,840.00		\$70.00	\$16,100.00
Additive Subtotal					\$10,350.00	\$10,350.00	\$5,290.00	\$5,290.00		\$39,100.00	\$39,100.00

WORK AUTHORIZATION NO. 06

JIM-HAMILTON- L.B. OWENS AIRPORT (CUB)

VARIOUS AIRPORT SITE-CIVIL IMPROVEMENT PROJECTS
CONSTRUCTION PHASE SERVICES
SCHEDULE III

June 4, 2020

All work and compensation under this Work Authorization shall be in accordance with the Master Agreement (Contract for Professional Services between Airport (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) dated June 28, 2018, which is incorporated herein by reference.

I. PROJECT DESCRIPTION

The OWNER wishes for the CONSULTANT to provide professional Construction Administration and Construction Observation (CA/CO) services for various airport site-civil improvements at the Jim Hamilton – LB Owens Airport (CUB). Design Services for this project were covered in WA #1 and Construction Services were covered in WA #4. Due to limited funding provided by the FAA, only Schedule III (Phase 3) of the project will be constructed at this time. (See Exhibit A for geographical depiction of the Work Areas) Schedule III consists of the construction of three (3) distinct improvement projects:

- I. **Retaining Wall Rehabilitation and Extension**
- II. **Rehabilitation of drainage inlets along median between Runway 13-31 and Taxiway 'A'.**
- III. **Pavement Repair – Taxiway A5**

These projects are divided into 'Work Area 7', 'Work Area 8' and 'Work Area 9' and are shown as "Schedule III" (phase 3) in Exhibit A. Work Area 7 is a repair/replacement of approximately 225 feet of Taxiway A5 near its intersection with Runway 31 end. Work Area 8 spans a small section on the south side of Runway end 31 and is partially inside the runway safety area (RSA). Work Area 9 occurs along the medians separating Runway 13-31 and Taxiway 'A'. This work area is partially in both the RSA and the Taxiway Safety Area (TSA) zones. These Work Areas are to be constructed in distinct timeframes in order to minimize the impact to existing airfield operations and security. The construction will also have to be coordinated around peak traffic periods expected due to the USC home football schedule. The contract time for the construction project is 60 days.

II. AGREEMENT AND SCOPE OF SERVICES

The terms of the Agreement are incorporated herein by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization. The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as follows

Basic Services

1. **Project Management and Grant Administration:** Project Management and Grant Administration generally consists of project formulation, project management (including routine management tasks, subconsultant coordination and management and owner coordination), and grant management (including work authorization review with the SCAA, Grant applications, project schedules, cash flow, budgets, and grant reimbursements) for the duration of the project.
2. **Construction Administration and Project Closeout:** Construction Administration and Project Closeout services for the project will be provided by CONSULTANT. Services shall include the following:
 - a. Compile plans into a reconciled set for "Schedule III" only as the Issued for Construction Set.
 - b. Conduct one Pre-construction conference with OWNER and Contractor. Develop and distribute meeting minutes to OWNER and Contractor.
 - c. Conduct bi-weekly progress meeting with the OWNER and the Contractor. Progress meetings will also include a site visit to observe as an experienced and qualified design professional the progress of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. Develop and distribute meeting minutes and site report to OWNER and Contractor
 - d. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 - e. Review and take appropriate action in respect to shop drawings, samples, results of tests and inspections and other data which each Contractor is required to submit.
 - f. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions.
 - g. Based upon CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts.
 - h. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and determine if each Contractor has fulfilled all of his

obligations thereunder so that CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Develop and distribute punch list inspection and site report to OWNER and Contractor.

- i. Prepare for OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.
- j. Preparation of Final CONSULTANT's Report of Construction. The final report will generally include the following elements:
 - i. Project Scope Narrative
 - ii. Project Summary (including key milestones)
 - iii. Contract Time
 - iv. Federal Project Provisions (Materials and Labor) Summary
 - v. Project Budget and Change Order summary
 - vi. Project Funding summary (Administrative Cost, CONSULTANT Cost, force account, if applicable, etc.)
 - vii. Project Correspondence (Appendix)
 - viii. Meeting Minutes (Appendix)
 - ix. Contractors RFI (Appendix)
 - x. Contractors Approved Submittals (Appendix)
 - xi. Approved Contractors Pay request (Appendix)
 - xii. As-builts (Appendix)
 - xiii. Final Testing reports (Appendix)
- k. Compilation and submittal of closeout documentation per Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC) requirements.

Special Services

The CONSULTANT will provide the Special Services listed below:

1. **Construction Observation (RPR)**: Observation of construction by Resident Project Representative (RPR). Construction observation is based on the construction contract duration, which is 65 calendar days. Construction Observation is expected to consist of 9 weeks at an average of 9 hours per workday.

The duties and responsibilities of the Resident Project Representative are limited to those of CONSULTANT in CONSULTANT's agreement with the OWNER, dated June 28, 2018 and in the construction contract documents.

It is anticipated that RPR will be fulfilled by a CONSULTANT employee and will be billed on an Hourly, Not-to-Exceed basis.

2. **Quality Assurance Testing:** Provide quality assurance testing in accordance with the contract specifications and the testing criteria contained therein. Quality assurance testing services will be provided by ECS Southeast as a subconsultant to CONSULTANT. ECS's services shall include testing of the following items:
 - A. Excavation and Embankment (P-152)
 - B. Aggregate Base Course (P-209)
 - C. Asphalt Paving (P-401)
 - D. Structural Portland Cement Concrete (P-501)
3. **Structural Engineering:** CONSULTANT to have a structural engineer (subconsultant) review shop drawings submittals and provide site visit as necessary for review of retaining wall construction.
4. **DBE Plan Update:** Prepare the County's DBE Plan for the years 2021-2023, per FAA Requirements and the current CIP.

IV. **RESPONSIBILITIES**

The responsibilities of the CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as follows:

DELIVERABLES: The CONSULTANT will provide the following project deliverables to the OWNER:

1. Record Drawings (CADD & PDF)
2. Copy of Final Testing Summary
3. Copy of Final Inspection Report and Punchlist
4. Photos of completed project
5. Copy of final change orders with all supporting documentation
6. Copy of construction progress meeting minutes
7. Review and approval of final pay request
8. Final letter of no claims from the contractor
9. Notarized affidavit of payment of debts and claims
10. Contractor warranty statement

V. **COMPENSATION**

The total fee of all work and expenses is in the amount of **\$131,010.00**. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

I. BASIC SERVICES

1. Project Management and Grant Administration	Lump Sum	\$15,400.00
2. Contract Administration and Project Closeout	Lump Sum	\$34,800.00
3. Basic Services Expenses	Estimated	<u>\$500.00</u>
	Basic Services Subtotal	\$50,700.00

II. SPECIAL SERVICES

1. Construction Observation (RPR) plus Expenses	Hourly, Not-to-Exceed	\$46,400.00
2. Quality Assurance Testing	Cost + 10%	\$19,910.00
3. Structural Engineering	Cost + 10%	\$4,000.00
4. DBE Plan	Lump Sum	<u>\$10,000.00</u>
	Special Services Subtotal	\$80,310.00

WORK AUTHORIZATION No. 06 TOTAL \$131,010.00

All other provisions of the Contract for Professional Services dated June 28, 2018 shall remain in full force and effect and unmodified other than as noted herein.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in the Project Management and Grant Administration phase.

REQUESTED BY:

RICHLAND COUNTY, SOUTH CAROLINA

Leonardo Brown
County Administrator
Richland County, South Carolina

Date

ACCEPTED BY:

W.K. DICKSON & CO., INC.

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc

Date



Agenda Briefing

Prepared by: Art Braswell, Solid Waste & Recycling General Manager
Department: Public Works – Solid Waste & Recycling Division
Date Prepared: June 08, 2020 **Meeting Date:** June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 17, 2020
Budget Review	James Hayes via email	Date:	June 17, 2020
Finance Review	Stacey Hamm via email	Date:	June 17, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Host Community Agreement		

Recommended Action:

Staff recommends approval of the option to extend the Host Agreement for Disposal of Municipal Solid Waste (MSW) in a “Subtitle D” Landfill Facility under current terms.

Motion Requested:

“I move to approve the option to extend the Host Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility until June 30, 2025 under the same terms and conditions outlined in Second Addendum of the Host Community Agreement.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The Second Addendum to the Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility established a host fee to be paid by Waste Management to the County of \$1.75 per ton of municipal solid waste received at the WM Richland Landfill from outside of Richland County. The Agreement also established the rate per ton for disposal of municipal solid waste from Richland County. The current rate per ton for disposal is \$26.89. The table below shows the fees paid by Waste Management for the past five-and-one-half years:

FY	General Fund	Economic Development Fund	Total Host Fee
FY-15	\$1,249,751.43	\$0.00	\$1,249,751.43
FY-16	\$1,334,922.68	\$222,746.73	\$1,557,669.41
FY-17	\$1,207,033.65	\$201,407.02	\$1,408,440.67
FY-18	\$1,359,908.54	\$0.00	\$1,359,908.54
FY-19	\$1,380,675.86	\$0.00	\$1,380,675.86
FY-20**	\$847,175.97	\$0.00	\$847,175.97

**Waste Management has only paid two quarters so far in FY-20.

Motion of Origin:

This action did not originate with a Council Motion.

Council Member	
Meeting	
Date	

Discussion:

Waste Management owns and operates a Municipal Solid Waste (MSW – Household garbage) Landfill located in the eastern part of Richland County at 1047 Highway Church Road in Elgin, South Carolina. Richland County and Waste Management entered into a Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility in September 1995. The Agreement has been amended twice since that time, the last being in 2014. The Agreement runs through June 30, 2020; however, the Agreement can be renewed for an additional five years if agreed to by both parties. The Second Addendum to the Host Community Agreement for Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility established a host fee to be paid by Waste Management to the County of \$1.75 per ton of municipal solid waste received at the WM Richland Landfill from outside of Richland County. The Second Addendum also established a disposal rate for Richland County of \$25.10 per ton. The rate has been adjusted annually to account for inflation and is currently \$26.89 per ton.

Attachments:

1. Proposed ‘Third Addendum to Host Community Agreement For Disposal of Municipal Solid Waste in a “Subtitle D” Landfill Facility’

STATE OF SOUTH CAROLINA) THIRD ADDENDUM TO HOST COMMUNITY
)
) AGREEMENT FOR DISPOSAL OF
) MUNICIPAL SOLID WASTE IN A
RICHLAND COUNTY) "SUBTITLE D" LANDFILL FACILITY

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009 and July 1, 2014, which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement, as amended, provided for the payment of a host fee to the County equal to One and 75/100 Dollars (\$1.75) per ton of municipal solid waste received at the Landfill Facility from outside the county; and

WHEREAS, the Agreement further provided options for the County to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to provide for an additional option to extend the Agreement until June 30, 2030;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound do agree to the terms and conditions below which shall be an addendum to the Agreement:

1. All defined terms not otherwise defined herein shall have the same meaning herein as ascribed to them in the Agreement.

~~2. 2.~~ Paragraph 2, Term of Agreement, is amended to read as follows:

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2025. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five year period under the same terms and conditions.

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3. Paragraph 4, Host Community Assessments, is amended to read as follows.

Effective July 1, 2020, the host fee payable to the County by Contractor shall remain at One and 75/100 Dollars (\$1.75) per ton. The host fees shall be collected and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

4. Effective July 1, 2020, the County's disposal rate at the Landfill Facility shall remain at the current Twenty-six and 89/100 Dollars (\$26.89) per ton. This rate shall be subject to adjustment according to the terms of the Agreement.

~~5. All volumes of solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or license with the County shall be disposed of at the Landfill facility.~~

5. All volumes of municipal solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or licenses with the County shall be disposed of at the Landfill facility except for construction and demolition waste delivered to the County's construction and demolition landfill facility.

~~4.~~ All other terms and conditions of the Contract not inconsistent with this Addendum shall remain in effect.

~~5.~~ This Addendum may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of _____, 2020.

RICHLAND COUNTY
SOUTH CAROLINA

WASTE MANAGEMENT OF
SOUTH CAROLINA, INC.

By: _____

By: _____

Title: _____

Title: _____

WITNESS:

WITNESS:

By: _____

By: _____

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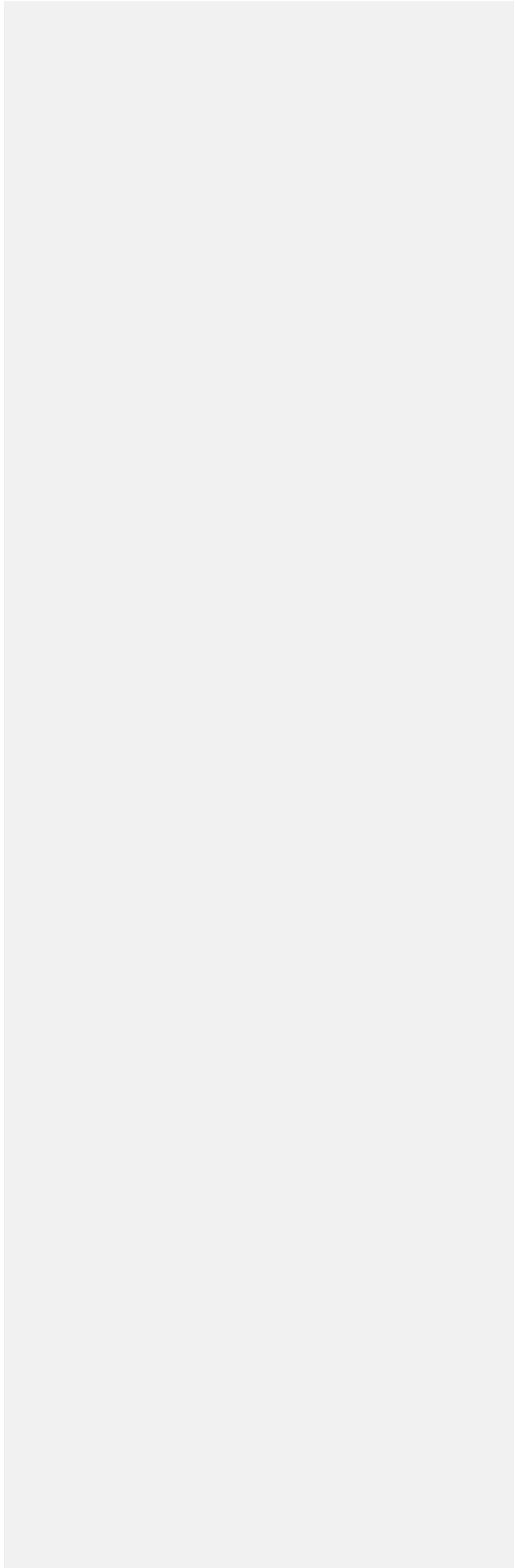
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Title: _____

Title: _____

DRAFT



STATE OF SOUTH CAROLINA)	THIRD ADDENDUM TO HOST COMMUNITY
)	AGREEMENT FOR DISPOSAL OF
)	MUNICIPAL SOLID WASTE IN A
RICHLAND COUNTY)	"SUBTITLE D" LANDFILL FACILITY

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009 and July 1, 2014, which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement, as amended, provided for the payment of a host fee to the County equal to One and 75/100 Dollars (\$1.75) per ton of municipal solid waste received at the Landfill Facility from outside the county; and

WHEREAS, the Agreement further provided options for the County to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2025; and

WHEREAS, the County has determined that it is in the best interests of the County to provide for an additional option to extend the Agreement until June 30, 2030;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound do agree to the terms and conditions below which shall be an addendum to the Agreement:

1. All defined terms not otherwise defined herein shall have the same meaning herein as ascribed to them in the Agreement.
2. Paragraph 2, Term of Agreement, is amended to read as follows:

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2025. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five year period under the same terms and conditions.

3. Paragraph 4, Host Community Assessments, is amended to read as follows.

Effective July 1, 2020, the host fee payable to the County by Contractor shall remain at One and 75/100 Dollars (\$1.75) per ton. The host fees shall be collected and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

4. Effective July 1, 2020, the County's disposal rate at the Landfill Facility shall remain at the current Twenty-six and 89/100 Dollars (\$26.89) per ton. This rate shall be subject to adjustment according to the terms of the Agreement.

5. All volumes of municipal solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or licenses with the County shall be disposed of at the Landfill facility except for construction and demolition waste.

All other terms and conditions of the Contract not inconsistent with this Addendum shall remain in effect.

This Addendum may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of _____, 2020.

RICHLAND COUNTY
SOUTH CAROLINA

WASTE MANAGEMENT OF
SOUTH CAROLINA, INC.

By: _____

By: _____

Title: _____

Title: _____

WITNESS:

WITNESS:

By: _____

By: _____

Title: _____

Title: _____



Agenda Briefing

Prepared by: Tariq Hussain, Deputy Director

Department: Utilities

Date Prepared: May 18, 2020

Meeting Date: June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 05, 2020
Budget Review	James Hayes via email	Date:	May 27, 2020
Finance Review	Stacey Hamm via email	Date:	May 27, 2020
Approved for consideration:	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	

Committee Administration & Finance

Subject: Request for Sewer Availability Approval - Proposed Development on Koon Road Tract (Tax # R03400-02-56)

Recommended Action:

Staff recommends that County Council approves the issuance of a conditional sewer availability letter for the development.

Motion Requested:

Move to approve the staff's recommendation as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The recommendation has no fiscal impact. The new development will provide system upgrades required to accept the additional flow in the Richland County Utilities' sewer collection system. The required upgrade is estimated to cost \$100,000; the developer is responsible for covering this expenditure. In addition, the development will generate \$400,000 in tap fees and monthly sewer charges of \$5,568 at build out.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On May 1, 2020, staff received a request from Civil Engineering of Columbia (CEC) for sewer availability for a proposed development within the County's service area. The project location is as presented in figure 1. The proposed development will be a 100 single-family home development with an anticipated flow of 30,000 gallons per day (gpd). The parcel to be developed has a County-owned gravity main installed within the property and discharges to the County's Hollingshed Pump Station. The flow generated will be transported to Hollingshed Pump Station and treated at the Broad River Wastewater Treatment Facility (BRWWTF). The BRWWTF is permitted to treat 6 million gallon per day (MGD) of sewer and currently has an inflow of approximately 3 MGD. However, the Hollingshed Pump Station is one of the four major pump station serving the Broad River customers. This station will require a standby pump to increase the capacity and convey additional flow for treatment. On May 22, 2020, staff met with the developer and engineering company to discuss this requirement. The developer agreed to provide a standby pump that meets RCU's specifications. The standby pump is estimated to cost \$100,000 (attached emails are the correspondences that shows the developer willingness to cover the cost). A proof of purchase will be presented to staff before a permit to construct is issued.

Following the Delegated Review Program (DRP) process presented on the County's website, it is the responsibility of the owner/developer to provide any and all additional information, data, documents for the project that may or may not be necessary for review and approval. See link below:
<http://www.richlandcountysc.gov/Government/Departments/Utilities/Development>.

Once completed, all sewer main, appurtenance and upgrade will be turned over to Richland County Utilities. Once the system is turned over to the County, it is the responsibility of the staff to operate and maintain all component of the sewer system with the exception of the individual service lines and pumping unit (if applicable). As new developments are added to the County's sewer system, there will an increase in the general cost of operation, mainatence, and possibly a need for new personnel(s). The proposed development will be connected to a gravity system, which typically requires minimum operation and maintenance. In addition, the installation of a standby pump at the pump station downstream will allow optimal operation at the station and limit the possibilities for sewer spills particularly in wet seasons.

Attachments:

1. E-mail communication between Richland County Utilities and Civil Engineering of Columbia.

Figure 1: Location of the Proposed Development: Tax Map #R03400-02-56



From: [IFEOLU IDOWU](#)
To: ["Kevin Steelman"](#); ["Dustin Johnson"](#)
Cc: [ZUBAIR NAJEEB](#); [Bill Flowers](#)
Subject: RE: Koon Road Tract - Sewer Discussion Recap
Date: Wednesday, May 20, 2020 3:32:28 PM
Attachments: [image001.png](#)

That's correct Kevin. Approved pump is to be turned over to RCU before a PTO is issued.

From: Kevin Steelman <ksteelman@landtechsc.com>
Sent: Wednesday, May 20, 2020 2:45 PM
To: IFEOLU IDOWU <IDOWU.IFEOLU@richlandcountysc.gov>; 'Dustin Johnson' <Dustin@cecola.com>
Cc: ZUBAIR NAJEEB <NAJEEB.ZUBAIR@richlandcountysc.gov>; Bill Flowers <bill@cecola.com>
Subject: Re: Koon Road Tract - Sewer Discussion Recap

To further clarify, my understanding is that we will obtain a quote for a bypass pump that will operate at 3025 gpm @ 102ft and provide a "cut sheet" outlining all of the specs along with our submittals. Once approved, we will order the pumps and provide a copy of the confirmed order as a condition of receiving our permit to construct.

Please let us know if this is correct.

Kevin

From: IFEOLU IDOWU <IDOWU.IFEOLU@richlandcountysc.gov>
Date: Wednesday, May 20, 2020 at 2:31 PM
To: 'Dustin Johnson' <Dustin@cecola.com>
Cc: ZUBAIR NAJEEB <NAJEEB.ZUBAIR@richlandcountysc.gov>, Kevin Steelman <ksteelman@landtechsc.com>, Bill Flowers <bill@cecola.com>
Subject: RE: Koon Road Tract - Sewer Discussion Recap

Correct Dustin. The submittal for the standby pump shall meet RCU's requirement before order is confirmed . Please let me if you need additional information.

From: Dustin Johnson <Dustin@cecola.com>
Sent: Wednesday, May 20, 2020 2:24 PM
To: IFEOLU IDOWU <IDOWU.IFEOLU@richlandcountysc.gov>
Cc: ZUBAIR NAJEEB <NAJEEB.ZUBAIR@richlandcountysc.gov>; Kevin Steelman <ksteelman@landtechsc.com>; Bill Flowers <bill@cecola.com>
Subject: Koon Road Tract - Sewer Discussion Recap

Good afternoon Ifeolu,

Thanks so much for your time on the call with us this afternoon.

Based on what we discussed we now understand that this development will be required to provide documentation that a Godwin Xylem standby pump capable of operating at 3025 gpm @ 102 ft has been ordered and will be provided to Richland County Utilities for use at the Hollingshed Pump Station by the time the permit to construct the sewer line for this proposed development is issued.

The PLC upgrade was also discussed and it was agreed that this will not be the responsibility of the developer as part of this project.

Thanks again for your time and we look forward to getting the plans for this project submitted to you for review soon!

Dustin Johnson, PE, LEED AP ND

Project Manager

3740A Fernandina Road

Columbia, SC 29210

Office: 803.798.2820

Direct: 803.851.0351

www.cecola.com





Agenda Briefing

Prepared by: John M. Thompson, Assistant County Administrator

Department: Administration

Date Prepared: May 27, 2020

Meeting Date: June 23, 2020

Legal Review	Elizabeth McLean via email	Date:	June 05, 2020
Budget Review	James Hayes via email	Date:	May 28, 2020
Finance Review	Stacey Hamm via email	Date:	May 28, 2020

Committee Administration & Finance

Subject: Richland School District One's Recommendation to Deny Richland County's Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project

Recommended Action:

Staff recommends the following:

1. Accept Richland School District One's (District) recommendation of foregoing the additional \$500,000 request from the District to Richland County.
2. Reject Richland School District One's recommendation of foregoing the additional \$500,000 request from the District to Richland County.

Motion Requested:

Move to approve one of staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

Richland County’s cost to build the infrastructure for Richland School District One is \$2,794,693.78. (See attached letter from Joel E. Wood & Associates) The District’s contribution of \$2 million and the South Carolina Department of Health and Environmental Control’s (DHEC) contribution of \$1 million yields a surplus of \$205,306.22 for the District’s portion of the project. However, it is important to note that there could be additional costs realized by Richland County once it drains the three waste water treatment facilities, tests the sludge, and submits a close out plan to DHEC for approval. Should the expenditures for the lagoon close out exceed the surplus amount, Richland County would request payment from the District.

Costs to Connect Richland One Schools

Hopkins Elementary School Pump Station	\$356,761.48
Hopkins Middle School Pump Station	\$298,434.17
Hopkins Schools Emergency Generator (SCDHEC Required)	\$104,656.56
Gadsden Elementary School Pump Station	\$327,597.82
Gadsden Emergency Pump (SCDHEC Required)	\$172,775.95
Subtotal	\$1,260,225.98
Line Cost Estimate to Tie Pump Stations to System	\$258,530.00
Subtotal	\$1,518,755.98
5% Project Contingencies	\$75,937.80
Subtotal	\$1,594,693.78
Lagoon Closeout Cost Estimate	\$1,200,000.00
TOTAL	\$2,794,693.78

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Richland School District One owns and is responsible for the proper operation and maintenance of three waste water treatment facilities located at Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School. DHEC issued three consent orders dated June 20, 2015 to the District because of the District's failure to comply with the effluent limits for ammonia nitrogen and/or fecal coliform as contained in the National Pollutant Discharge Elimination System Permit. (See the three attached consent orders) According to the Central Midlands Council of Government, these three waste water treatment facilities, which are lagoons, are temporary facilities and should be eliminated upon the availability of a regional sewer connection from either Richland County or the City of Columbia Utilities.

In response to the consent orders, Richland County and the District have held numerous meetings to discuss the Southeast Sewer and Water Expansion Project, which would adequately address the three consent orders. Richland County's responsibility is to build the infrastructure to the three schools, which include installation of the force main to carry the sewage to the Eastover Waste Water Treatment Facility, installation of pump stations at each of the three schools, emergency generators at two schools, and three lagoon closeouts.

Based on meetings between Richland County and the District, the District committed to an initial investment of \$2 million. In subsequent meetings, Richland County requested an additional \$500,000 from the District to cover the expenditures of the project. (See attached letter dated February 7, 2018 from the School District to Councilwoman Joyce Dickerson)

On Wednesday, May 13, 2020, the District e-mailed a letter from Melvin Henry, Director of Building Services for the District, to County Administrator Leonardo Brown advising that the District has not approved the request for the additional funding of \$500,000. (See attached letter from the School District to Administrator Leonardo Brown) Moreover, the District's letter offers various recommendations that they desire to be included in the Intergovernmental Agreement (IGA) between Richland County and the District. It is important to note that an IGA between Richland County and the District has not been finalized or executed at this time. One of the recommendations stated, "...the additional \$500,000 request should not be needed [by Richland County]." Mr. Henry's rationale is that Richland County is receiving \$423,000 from the DHEC's Clean Water Revolving Fund allocation for a Principal Forgiveness Loan specifically for the Gadsden Elementary School Wastewater Treatment Plant, one stand-by emergency pump, valves, fittings and appurtenances. (See attached Loan Assistance Agreement and Amendment to Loan Assistance between DHEC and Richland County) Moreover, Mr. Henry adds that the Southeast Sewer and Water Expansion Project, "will be funded by revenue bonds to cover all costs..."

Based on DHEC's Loan Assistance Agreement and the Amendment to Loan Assistance documentation that Richland County Administration received on May, 19, 2020 from DHEC, the state agency is committing \$1 million to Richland County that is to be specifically used to build the infrastructure at the three schools. In combining DHEC's contribution to the District's \$2 million investment yields \$3 million, which is more than adequate to cover Richland County's expenditures to build the infrastructure and to initiate the process of decommissioning the three lagoons per DHEC's requirements. However, should testing of the sludge at the three lagoons reveal that the sludge is toxic, Richland County must remove and transport the sludge to a landfill, which will be an additional expense to the County in a future fiscal year that is unknown at this time. The additional expense could be absorbed by the project's surplus of \$205,306.22.

Any expenditures exceeding the surplus amount to decommission the three lagoons should be directed to the District for payment and reflected in the IGA as such.

Attachments:

1. Joel E. Wood & Associates' Southeast Richland County Sewer Project Cost to Serve Schools
2. Consent Order for Gadsden Elementary School
3. Consent Order for Hopkins Elementary School
4. Consent Order for Hopkins Middle School
5. Richland School District One's Letter to Councilwoman Joyce Dickerson
6. Richland School District One's Letter to County Administrator Leonardo Brown
7. Loan Assistance Agreement between South Carolina Water Quality Revolving Fund Authority and Richland County
8. Amendment to Loan Assistance No. F1-14-574-20


JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

Main Office

 2160 Filbert Highway
 York, SC 29745

 P.O. Box 296
 Clover, SC 29710

 Tel.: (803) 684-3390
 Fax.: (803) 628-2891

Kings Mountain,
 NC

 104 N. Dilling St.
 Kings Mountain, NC
 28086

 P.O. Box 296
 Clover, SC 29710

 Tel.: (704) 739-2565
 Fax.: (704) 739-2565

May 26, 2020

 Mr. Tariq Hussain, Acting Director
 Richland County Department of Utilities
 7525 Broad River Road
 Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT
 COST TO SERVE SCHOOLS**

Dear Mr. Hussain:

We were asked to review the low bids for the above referenced project and tabulate the cost, as bid by the low bid Contractors, to connect the three schools shown below to the Southeast Richland County Sewer Project. We utilized the low bid price for all the schools with the exception of the Gadsden Elementary School which is part of a regional system; therefore, all flow from that lift station should not be attributed to the Gadsden Elementary School. In order to calculate a fair price for that pump station, we added the cost of the Hopkins Elementary School station and the Hopkins Middle School station together and averaged the two station's cost to get a cost that should be applied to the Gadsden Elementary School station. In addition, we have prepared a Pre-Design Cost Estimate for the cost to close the treatment facilities at the three schools and that cost with the other cost to connect the schools to the collection system are show below.

Costs to Connect Richland One Schools

Hopkins Elementary School Pump Station	\$356,761.48
Hopkins Middle School Pump Station	\$298,434.17
Hopkins Schools Emergency Generator (SCDHEC Required)	\$104,656.56
Gadsden Elementary School Pump Station	\$327,597.82
Gadsden Emergency Pump (SCDHEC Required)	<u>\$172,775.95</u>
Sub Total	1,260,225.98

Line Cost Estimate to Tie Pump Stations to System	\$258,530.00
Sub-Total	\$1,518,755.98
5% Project Contingencies	<u>\$75,937.80</u>
Sub-Total	\$1,594,693.78
Lagoon Closeout Cost Estimate	\$1,200,000.00
TOTAL	\$2,794,693.78

Note that the lagoon close out Pre-Design Cost Estimate is subject to change as the exact requirements for closing the lagoons will not be know until the systems can be drained, the sludge tested, and a close out plan is submitted to and approved by the South Carolina Department of Health and Environmental Control.

It is our opinion that the above cost will place the schools on an equal basis with all the other customers that will connect to the system. The cost for the distribution system from the point of connection, for each customer, will be recouped by the monthly usage charge per Residential Equivalent.

I trust this information will assist you in assessing fair and equitable cost to provide service to the three Richland County schools.

Sincerely,

JOEL E. WOOD & ASSOCIATES, L. L. C.

A handwritten signature in black ink, appearing to read "Joel E. Wood", written in a cursive style.

Joel E. Wood, P. E.,
Managing Partner



W. Marshall Taylor Jr., Acting Director

Promoting and protecting the health of the public and the environment

June 20, 2015

CERTIFIED MAIL 91 7199 9991 7034 1516 9187

Mr. Melvin Henry
Richland County School District One
201 Park Street
Columbia, SC 29201

RE: Consent Order 15-021-W
Richland County School District One / Gadsden Elementary
NPDES Permit SC0031526
Richland County

Dear Mr. Henry,

Enclosed, please find a copy of the fully executed Consent Order 15-021-W affecting the above referenced facility. **The Order is considered executed on May 18, 2015.** Please be aware of the scheduled completion dates and requirements outlined on pages three (3), four (4) and five (5) of the Order.

Please call me at 803-898-4181 if you have questions or need additional information

Sincerely,

Paul F Wise
Enforcement Officer
Water Pollution Control Division

cc: Jaime Teraoka, WP Enforcement/Compliance Section
Mike Montebello, Domestic Wastewater Permitting
Harry Mathis, Region 3, Columbia

**THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**IN RE: RICHLAND COUNTY SCHOOL DISTRICT ONE
GADSDEN ELEMENTARY SCHOOL
RICHLAND COUNTY**

**CONSENT ORDER
15-021-W**

Richland County School District One (District) owns and is responsible for the proper operation and maintenance of the wastewater treatment facility (WWTF) serving the Gadsden Elementary School located on State Road 769 in Gadsden, in Richland County, South Carolina.

The District failed to comply with the effluent limits for ammonia nitrogen (ammonia) as contained in its National Pollutant Discharge Elimination System (NPDES) Permit.

Based upon discussions with agents for the District on March 27, 2015, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The District owns and is responsible for the proper operation and maintenance of the WWTF, in Richland County, South Carolina.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0031526 (NPDES Permit), authorizing the discharge of treated wastewater to Cedar Creek to the Congaree River in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein.
3. Part IV.A.1.a of the Permit states: This facility is considered a temporary facility per the

Central Midlands Council of Government and should be eliminated upon the availability of a regional sewer connection from either the City of Columbia or Richland County Utilities.

4. The District reported violations of the ammonia limits in the NPDES Permit during the February, March, May, and December 2013 monitoring periods. The District submitted letters with the February and March DMRs, attributing the violations to low temperatures affecting the nitrification process. A letter submitted with the May DMR attributed the violations to heavy rainfall during the month. The letter also discussed an enzyme study being conducted at Hopkins Elementary School. If proved effective, the enzyme might be used at Gadsden Elementary.
5. On July 24, 2013, Department staff issued a Notice of Violation (NOV) to the District for the ammonia violations reported for the February, March, and May 2013 monitoring periods. A response was not required since the reason for the violations had been provided with the monthly DMRs.
6. The District reported violations of the ammonia limits in the NPDES Permit during the January, March, and April 2014 monitoring periods.
7. The District provided a letter attached to the January 2014 and March 2014 DMRs, attributing the violations to very low temperatures which affected the nitrification process.
8. The District provided a letter attached to the April 2014 DMR, attributing the violations to the presence of algae in the sand filters of the WWTF.
9. On March 27, 2015, Department staff conducted an enforcement conference with Mr. Melvin Henry, Director of Maintenance Services, and agent for the District, to discuss the

above findings. Mr. Henry indicated that a study is being conducted to determine if the addition of an enzyme to the WWTF would improve compliance with ammonia limits. Mr. Henry further stated that it is the intention of the District to eliminate the WWTF as soon as a regional sewer line is available. The Parties discussed the issuance of a Consent Order containing a schedule to eliminate the WWTF and payment of a civil penalty.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. The District violated the Pollution Control Act, S.C. Code Ann. § 48-1-110 (d) (Supp. 2014) and Water Pollution Control Permits, 3 S.C. Code Ann. Regs. 61-9.122.41 (a) and (d) (Supp. 2013), in that it failed to comply with the effluent limits for ammonia contained in its NPDES Permit.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (Supp. 2014) and § 48-1-100 (Supp. 2014), that the District shall:

1. Within thirty (30) days of the execution date of the Order, submit a corrective action plan (CAP) and schedule with the measures that have been implemented or that are planned to prevent future effluent violations. As necessary, the CAP should include an updated operation and maintenance (O&M) manual. The CAP and schedule shall, upon

Department approval, be considered an enforceable part of this Order.

2. Within ninety (90) days of notification (by the Department) of receipt of an administratively complete permit application for construction of the new Richland County Utilities regional sewer line, submit three (3) copies of a preliminary engineering report (PER) for construction of infrastructure necessary to eliminate the WWTF discharge. The PER shall be administratively and technically complete and prepared in accordance with the Standards for Wastewater Facility Construction, 6 S.C. Code Ann. Regs. 61-67 (2012) (the "Standards").
3. Within sixty (60) days of Department approval of the PER, submit to the Department, three (3) copies of plans, specifications, and an application for the construction permit to eliminate the WWTF. The application, plans and specifications must be administratively and technically complete and prepared in accordance with the Standards.
4. Within ninety (90) days of the issuance of the construction permit, complete construction and request an inspection for the purpose of obtaining approval to operate.
5. Within thirty (30) days of the issuance of the approval to operate the Richland County Regional line, obtain final approval to operate and eliminate the WWTF discharge.
6. Within one hundred twenty days (120) days of the execution date of this Order, submit to the Department for approval, a closure plan addressing the proper closure the WWTF in accordance with SC Regulation 61-82, Proper Closeout of Wastewater Treatment Facilities.
7. Within one hundred eighty (180) days of the issuance of the approval to operate and the elimination of the discharge, complete the closeout of the WWTF in accordance with the approved plan.

8. Within thirty (30) days of the execution date of the Order, pay the Department a civil penalty in the amount of three thousand four hundred dollars (\$3,400.00).

IT IS FURTHER ORDERED AND AGREED THAT in the event the Richland County Regional sewer line project is cancelled or delayed indefinitely, upon the sole determination of the Department; this Order shall be amended to include a schedule to immediately upgrade the WWTF to meet the final limits in the NPDES Permit.

PURSUANT TO THIS ORDER, all communication regarding this Order and its requirements, shall include the Order number and shall be addressed as follows:

Paul Wise
Water Pollution Control Division
SCDHEC
2600 Bull Street
Columbia, S.C. 29201

The District shall confirm, in writing, completion of Order requirements to the above address within five (5) days of completion. The Department upon confirmation that all Order requirements have been completed shall close this Order. Please include the Order number listed above on all submittals required under this Order, including all checks remitted as payment of the civil penalty.

IT IS FURTHER ORDERED AND AGREED that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

IT IS FURTHER ORDERED AND AGREED that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County School District One with respect to the resolution and settlement of these civil matters. The parties are not

relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

THE PARTIES FURTHER UNDERSTAND that the execution date of the Order is the date the Order is signed by the Director of Environmental Affairs.


[SIGNATURE PAGE FOLLOWS]

FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL CONTROL




Elizabeth A. Dieck
Director of Environmental Affairs

Date: 5/18/2015



David E. Wilson, Jr., P.E.
Chief, Bureau of Water


Date: 5-15-15



Glenn Trofater, Director
Water Pollution Control Division
Bureau of Water

Date: May 13 2015

Reviewed By:




Attorney
Office of General Counsel

Date: 5/15/15

WE CONSENT:

RICHLAND COUNTY SCHOOL DISTRICT ONE



Dr. Craig Witherspoon, Superintendent

Date: 5/6/15





W. Marshall Taylor Jr., Acting Director

Promoting and protecting the health of the public and the environment

MNT@MAY27'15PM1:53

June 20, 2015

CERTIFIED MAIL 91 7199 9991 7034 1516 9200

Mr. Melvin Henry
Richland County School District One
201 Park Street
Columbia, SC 29201

RE: Consent Order 15-022-W
Richland County School District One / Hopkins Elementary
NPDES Permit SC0031496
Richland County

Dear Mr. Henry,

Enclosed, please find a copy of the fully executed Consent Order 15-022-W affecting the above referenced facility. **The Order is considered executed on May 18, 2015.** Please be aware of the scheduled completion dates and requirements outlined on pages four (4) and five (5) of the Order.

Please call me at 803-898-4181 if you have questions or need additional information

Sincerely,

Paul F Wise
Enforcement Officer
Water Pollution Control Division

cc: Jaime Teraoka, WP Enforcement/Compliance Section
Mike Montebello, Domestic Wastewater Permitting
Harry Mathis, Region 3, Columbia

**THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**IN RE: RICHLAND COUNTY SCHOOL DISTRICT ONE
HOPKINS ELEMENTARY SCHOOL
RICHLAND COUNTY**

**CONSENT ORDER
15-022-W**

Richland County School District One (District) owns and is responsible for the proper operation and maintenance of a wastewater treatment facility (WWTF) serving the Hopkins Elementary School located in Richland County, South Carolina.

The District failed to comply with the effluent limits for ammonia nitrogen (ammonia) and fecal coliform (FC) as contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0031496.

Based upon discussions with agents for the District on March 27, 2015, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The District owns and is responsible for the proper operation and maintenance of the WWTF serving the Hopkins Elementary School located in Richland County, South Carolina.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0031496, authorizing the discharge of treated wastewater to Horse Pen Branch to Cabin Creek in accordance with the effluent limitations, monitoring

requirements and other conditions contained therein.

3. Part IV.A.1.a of the Permit contains the following schedule for the upgrade of the WWTF to meet final limits or elimination of the discharge (upon the construction of the Richland County Utilities' new sewer line):
 - 1) July 1, 2014 - Submit a preliminary engineering report to either upgrade or eliminate the facility.
 - 2) September 1, 2014 - Submit a construction permit application.
 - 3) October 1, 2014 - Start construction to either upgrade or eliminate the facility (and connect to the Richland County Utilities' line).
 - 4) February 1, 2015 - Complete construction to either upgrade or eliminate the facility.
 - 5) September 1, 2015 - Eliminate the discharge or comply with final limits.
4. The District has notified the Department that it intends to eliminate both the Hopkins Elementary and Hopkins Junior High WWTFs by connection to the Richland County regional sewer line.
5. The design of the infrastructure eliminating the WWTF is dependent on the final design specifications and location of the Regional sewer line. Due to the delays in the permitting and construction of the Regional sewer line, the District has not been able to comply with the compliance schedule referenced in number 3 above.
6. The Regional sewer line project as proposed includes a service connection to the Hopkins Elementary School. The connection will intercept the existing influent line to the WWTF and eliminate the discharge. As of the date of this Order, the Regional sewer line is projected to be completed during the calendar years 2015 and 2016.
7. The District reported violations of the effluent limits for ammonia and FC in the NPDES

Permit during the March 2014 monitoring period. A letter submitted with the (Discharge Monitoring Report (DMR) indicated that the cause of the ammonia could not be determined. According to facility records, the plant was operating properly. The FC violation was attributed to the chlorination process. The chlorine dosage has been increased.

8. The District reported violations of the effluent limits for ammonia in the NPDES Permit during the April 2014 monitoring period. A letter submitted with the DMR attributed the violations to the school being closed for spring break, April 14th - April 21st, during which "the facility sat with no discharge."
9. On July 3, 2014, Department staff issued a Notice of Violation (NOV) to the District for the ammonia violations reported during the March and April monitoring periods. A response was not required since an explanation for the violations had been provided with the DMRs.
10. The District reported violations of the effluent limits for FC in the NPDES Permit during the October and November 2014 monitoring periods. Letters submitted with the DMRs attributed the violations to inconsistent feed from the tablet chlorine feeder. The letter included a proposal to change to a liquid chlorine feed system.
11. On January 9, 2015, Department staff issued a NOV to the District for the FC violations reported during the October and November 2014 monitoring periods. A response was not required since an explanation for the violations had been provided with the monthly DMRs.
12. On March 27, 2015, Department staff conducted an enforcement conference with Mr. Melvin Henry, Director of Maintenance Services, and agent for the District, to discuss the

above findings. Mr. Henry stated that it has been the intention of the District to eliminate the WWTF as soon as a regional sewer line is available. The Parties discussed the issuance of a Consent Order containing a schedule to eliminate the WWTF and payment of a civil penalty.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. The District violated the Pollution Control Act, S.C. Code Ann. § 48-1-110 (d) (Supp. 2014) and Water Pollution Control Permits, 61-9.122.41 (a) and (d) (Supp. 2014), in that it failed to comply with the effluent limits for ammonia and FC contained in its NPDES Permit.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (Supp. 2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008) and § 48-1-100 (2008), that the District shall:

1. Within thirty (30) days of the execution date of the Order, submit a corrective action plan (CAP) and schedule with the measures that have been implemented or that are planned to prevent effluent violations. As necessary, the CAP should include an updated operation and maintenance (O&M) manual. The CAP and schedule shall, upon Department approval, be considered an enforceable part of this Order.

2. Continue to operate the WWTF in accordance with the most recently issued NPDES permit until the discharge is eliminated.
3. Within sixty (60) days of the execution date of this Order, submit to the Department for approval, a closure plan addressing the closeout of the WWTF in accordance with SC Regulation 61-82, Proper Closeout of Wastewater Treatment Facilities.
4. Within one hundred eighty (180) days of the elimination of the discharge, complete the closeout of the WWTF in accordance with the approved closure plan.
5. Within thirty (30) days of the execution date of the Order, pay the Department a civil penalty in the amount of five thousand six hundred dollars (\$5,600.00).

IT IS FURTHER ORDERED AND AGREED THAT in the event the Richland County Regional sewer line project is cancelled or delayed indefinitely, upon the sole determination of the Department, this Order shall be amended to include a schedule to immediately upgrade the WWTF to meet the final limits in the NPDES Permit.

PURSUANT TO THIS ORDER, all communication regarding this Order and its requirements, shall include the Order number and shall be addressed as follows:

Paul Wise
Bureau of Water
Water Pollution Control Division
SCDHEC
2600 Bull Street
Columbia, S.C. 29201

The District shall confirm, in writing, completion of Order requirements to the above address within five (5) days of completion. Please include the Order number listed above on all submittals required under this Order, including all checks remitted as payment of the civil penalty.

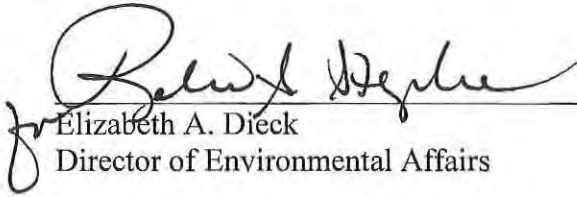
IT IS FURTHER ORDERED AND AGREED that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

IT IS FURTHER ORDERED AND AGREED that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County School District One with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.


THE PARTIES FURTHER UNDERSTAND that the execution date of the Order is the date the Order is signed by the Director of Environmental Affairs.

[SIGNATURE PAGE FOLLOWS]


FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL CONTROL


Elizabeth A. Dieck
Director of Environmental Affairs

Date: 5/18/2015



David E. Wilson, Jr., P.E.
Chief, Bureau of Water

Date: 5-18-15


Glenn Trofatter, Director
Water Pollution Control Division
Bureau of Water

Date: May 13 2015

Reviewed By:


Attorney
Office of General Counsel

Date: 5/15/15

WE CONSENT:

RICHLAND COUNTY SCHOOL DISTRICT ONE


Dr. Craig Witherspoon, Superintendent

Date: 5/6/15



PRINT#MAY27'15PM2:12



W. Marshall Taylor Jr., Acting Director

Promoting and protecting the health of the public and the environment

June 20, 2015

CERTIFIED MAIL 91 7199 9991 7034 1516 9194

Mr. Melvin Henry
Richland County School District One
201 Park Street
Columbia, SC 29201

RE: Consent Order 15-023-W
Richland County School District One / Hopkins Junior High School
NPDES Permit SC0031500
Richland County

Dear Mr. Henry,

Enclosed, please find a copy of the fully executed Consent Order 15-023-W affecting the above referenced facility. **The Order is considered executed on May 18, 2015.** Please be aware of the scheduled completion dates and requirements outlined on pages four (4) and five (5) of the Order.

Please call me at 803-898-4181 if you have questions or need additional information

Sincerely,

Paul F Wise
Enforcement Officer
Water Pollution Control Division

cc: Jaime Teraoka, WP Enforcement/Compliance Section
Mike Montebello, Domestic Wastewater Permitting
Harry Mathis, Region 3, Columbia

**THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**IN RE: RICHLAND COUNTY SCHOOL DISTRICT ONE
HOPKINS JUNIOR HIGH SCHOOL
RICHLAND COUNTY**

**CONSENT ORDER
15-023-W**

Richland County School District One (District) owns and is responsible for the proper operation and maintenance of a wastewater treatment facility (WWTF) serving the Hopkins Junior High School located in Richland County, South Carolina.

The District failed to comply with the effluent limits for ammonia nitrogen (ammonia) and fecal coliform (FC) as contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0031500.

Based upon discussions with agents for the District on March 27, 2015, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The District owns and is responsible for the proper operation and maintenance of the WWTF serving the Hopkins Junior High School located in Richland County, South Carolina.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0031500, authorizing the discharge of treated wastewater to Cedar Creek to the Congaree River in accordance with the effluent limitations,

monitoring requirements and other permit conditions contained therein.

3. Part IV.A.1.a of the Permit contains the following schedule for the upgrade of the WWTF to meet final limits or elimination of the discharge (upon the construction of the Richland County Utilities' new sewer line):
 - 1) July 1, 2014 - Submit a preliminary engineering report to either upgrade or eliminate the facility.
 - 2) September 1, 2014 - Submit a construction permit application.
 - 3) October 1, 2014 - Start construction to either upgrade or eliminate (and connect to the Richland County Utilities' line).
 - 4) February 1, 2015 - Complete construction to either upgrade or eliminate the facility.
 - 5) September 1, 2015 - Eliminate the discharge or comply with final limits.
4. The District has notified the Department that it intends to eliminate both the Hopkins Elementary and Hopkins Junior High treatment plants by connection to the Richland County regional sewer line.
5. The design of the infrastructure eliminating the WWTF is dependent on the final design specifications and location of the Regional sewer line. Due to the delays in the permitting and construction of the Regional sewer line, the District has not been able to comply with the compliance schedule.
6. The Regional sewer line project as proposed includes a service connection to the Hopkins Junior High School. The connection will intercept the existing influent line to the WWTF and eliminate the discharge. As of the date of this Order, the Regional sewer line is projected to be completed during the calendar years 2015 and 2016.
7. The District reported violations of the effluent limits for ammonia and FC in the NPDES

Permit during the October and November 2013 monitoring periods. Letters submitted with the DMRs indicated that an enzyme was being added to improve ammonia treatment in accordance with a pilot study previously approved by Department staff. The FC violations were attributed to the fact that chlorine was being reduced as a part of the effort to meet the new biochemical oxygen demand limits.

8. On January 3, 2014, Department staff issued a Notice of Violation (NOV) to the District for the ammonia and FC violations reported during the October and November 2013 monitoring periods. A response was not required since information regarding the implementation of the corrective actions to resolve the violations had been provided previously.
9. The District reported violations of the effluent limits for ammonia in the NPDES Permit during the January, February and March 2014 monitoring periods. Letters submitted with the DMRs attributed the violations to cold temperatures.
10. On March 27, 2015, Department staff conducted an enforcement conference with Mr. Melvin Henry, Director of Maintenance Services, and agent for the District, to discuss the above findings. Mr. Henry stated that it has been the intention of the District to eliminate the WWTF as soon as a regional sewer line is available. The Parties discussed the issuance of a Consent Order containing a schedule to eliminate the WWTF and payment of a civil penalty.
11. The District reported a violation of the effluent limits for ammonia in the NPDES Permit during the February 2015 monitoring period. A comment provided on the DMR attributed the violation to the fact the facility only discharged nineteen (19) days during the month.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. The District violated the Pollution Control Act, S.C. Code Ann. § 48-1-110 (d) (Supp. 2013) and Water Pollution Control Permits, 61-9.122.41 (a) and (d) (Supp. 2014), in that it failed to comply with the effluent limits for ammonia and FC contained in its NPDES Permit.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (Supp. 2014) and § 48-1-100 (Supp. 2014), that the District shall:

1. Within thirty (30) days of the execution date of the Order, submit a corrective action plan (CAP) and schedule with the measures that have been implemented or that are planned to prevent future effluent violations. As necessary, the CAP should include an updated operation and maintenance (O&M) manual. The CAP and schedule shall, upon Department approval, be considered an enforceable part of this Order.
2. Continue to operate the WWTF in accordance with the most recently issued NPDES permit until the discharge is eliminated.
3. Within sixty (60) days of the execution date of this Order, submit to the Department for approval, a closure plan addressing the closeout of the WWTF in accordance with SC

Regulation 61-82, Proper Closeout of Wastewater Treatment Facilities.

4. Within one hundred eighty (180) days of the elimination of the discharge, complete the closeout of the WWTF in accordance with the approved closure plan.
5. Within thirty (30) days of the execution date of the Order, pay the Department a civil penalty in the amount of eight thousand four hundred dollars (\$8,400.00).

IT IS FURTHER ORDERED AND AGREED THAT in the event the Richland County Regional sewer line project is cancelled or delayed indefinitely, upon the sole determination of the Department; this Order shall be amended to include a schedule to immediately upgrade the WWTF to meet the final limits in the NPDES Permit.

PURSUANT TO THIS ORDER, all communication regarding this Order and its requirements, shall include the Order number and shall be addressed as follows:

Paul Wise
Bureau of Water
Water Pollution Control Division
SCDHEC
2600 Bull Street
Columbia, S.C. 29201

The District shall confirm, in writing, completion of Order requirements to the above address within five (5) days of completion. The Department upon confirmation that all Order requirements have been completed shall close this Order. Please include the Order number listed above on all submittals required under this Order, including all checks remitted as payment of the civil penalty.

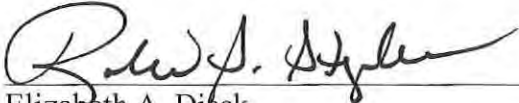
IT IS FURTHER ORDERED AND AGREED that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

IT IS FURTHER ORDERED AND AGREED that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County School District One with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.


THE PARTIES FURTHER UNDERSTAND that the execution date of the Order is the date the Order is signed by the Director of Environmental Affairs.

[Signature Page Follows]

FOR THE SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL CONTROL


for Elizabeth A. Dieck
Director of Environmental Affairs

Date: 5/18/2015



David E. Wilson, Jr., P.E.
Chief, Bureau of Water

Date: 5-13-15


Glenn Profatter, Director
Water Pollution Control Division
Bureau of Water

Date: May 13 2015

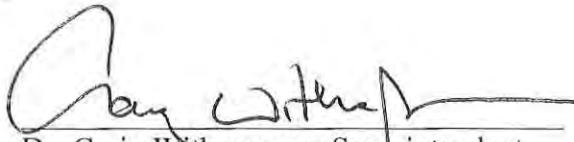
Reviewed By:


Attorney
Office of General Counsel

Date: 5/13/15

WE CONSENT:

RICHLAND COUNTY SCHOOL DISTRICT ONE


Dr. Craig Witherspoon, Superintendent

Date: 5/6/15



Cheryl Harris
Chairwoman

Jamie Devine
Vice Chairman

Lila Anna Sauls
Secretary-Treasurer



Dwayne Smiling
Parliamentarian

Aaron Bishop

Beatrice King

Darrell Black

1616 Richland Street • Columbia • Office: School Board • Fax: (803) 231-7560

February 7, 2018

Joyce Dickerson, Chairwoman
Richland County Council
2020 Hampton Street
P.O. Box 192
Columbia, SC 29201


Dear Chairwoman Dickerson,

This correspondence is a follow up to the meeting held yesterday, February 6, 2018 at the county administration building. We want to thank you for your attendance at the productive meeting. To recap our position, know that throughout this process, Richland One has and remains committed to our \$2 million contribution to the original sewer project plan in the lower Richland area that was designed to resolved related sewer issues at the following schools: Hopkins Elementary School, Hopkins Middle School as well as Gadsden Elementary School. In addition, as requested in yesterday's meeting, we will also discuss with the full Richland One Board of Commissioners the request of an additional \$500,000 in support of this project.

Our commitment has been stated at previous meetings with county staff on November 7, 2017 and November 27, 2017, respectively. As such, we look forward to the start of this project, that according to our understanding, the county is attempting to move forward this month.

Again, thank you for your time and consideration of this project for the benefit of the aforementioned schools and greater community.

Sincerely,


Cheryl Harris
Chairwoman


Dr. Craig Witherspoon
Superintendent

- cc: Dalhi Myers, County Council, District 10
- Norman Jackson, County Council, District 11
- ✓ Gerald Seals, Richland County Administrator
- Richland One Board of Commissioners
- Larry Smith, Attorney, Richland County
- Susan Williams, Attorney, Richland One

RICHLAND COUNTY
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Building Services

Dear Mr. Brown,

I am writing as a follow-up to our initial meeting on October 29, 2019 regarding the Southeast Richland County Water and Sewer Improvement Project. Dr. Craig Witherspoon (Superintendent), Ed Carlon (Chief Operations Officer), and I (Melvin Henry, Director of Building Services) met with you to both introduce ourselves and speak about the history and status of the upcoming project. Since you were new to the County at the time of our meeting, I offered to provide some background information to you regarding our continued commitment to the project. The background information is attached.

Richland County Utilities has informed me that bids have been received, contracts awarded, and construction is commencing. This is great news! Mr. Hussain has advised that a mutually agreed upon IGA is needed at this time. A draft IGA was initially discussed between Mr. Hussain and me in last year. Minor adjustments were made and a revised draft forwarded for my review. This draft document is now under review by administration.

As information, based on the information and history provided, I will be recommending that the following items be reflected in the IGA:

- The District has committed financial support for the project on multiple occasions. Specifically, 2 million dollars was allocated years ago for assistance. The County then requested an additional \$500,000, which has not been approved by R1 at this time. All financial support was based upon an assumption that the project would be funded by grants, loans, and other agency allocations, which may not cover the entire cost of the much needed project. We now understand that 1) the County may be able to access the original \$423,000 DHEC Clean Water State Revolving Fund allocation for a Principal Forgiveness Loan that was made available for the Gadsden Lift Station project, and that 2) the project will be funded by revenue bonds to cover all costs; therefore, the additional \$500,000 request should not be needed.
- The District will pay standard monthly sewer fees as approved by the County (monthly County sewer fees from the District commenced on Jan 1, 2020 for our Lower Richland area sites). No other connection or other fees will be assessed.

201 Park Street • Columbia, SC 29201 • (803) 231-7015 • Fax (803) 231-7066

- The District will provide sufficient land to the County (50' x 50' tract of land) for construction of (3) sewer lift stations, as well as easements associated with access to each station.

- The County will tie-in, install and maintain sewer lift stations at all sites as well as completely closeout all (3) waste treatment sites per DHEC requirements.

We are available at your convenience to further discuss our partnership in this matter.

Sincerely,



Melvin Henry
Director of Building Services

attachment

cc: Dr. Craig Witherspoon, Superintendent
Ed Carlon, Chief Operations Office

z: maint mgmt/sewer project file

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Richland County School District One Sewer Project Information

Date	Description	Comments
11/21/2014	Letter provided to Richland County Utilities (RCU) from Richland One (R1) Operations confirming our intent to partner on the LRSS plan	From Melvin Henry (MH) and Ed Carlon (EC) to Raymond Peterson
3/25/2015	Updated letter received from RCU Raymond Peterson advising that RCC had approved to proceed with project	To be operational by Spring 2016
5/14/2015	Letter to RCC regarding MH's attendance and comments at the 5/5/2015 RCC Meeting. It was requested that RCC allow RCU to proceed with SRF funding from DHEC for Gadsden force main project	
5/15/2015	Consent Orders issued for all sites by DHEC	Consent orders and fines totaling \$17,400
6/24/2015	RCU submitted SRF application for Gadsden tie-in project	
6/25/2015	R1 submitted letter to SRF for Gadsden tie-in project	
8/12/2015	Meeting with MH and RCU (Sparty, Dan Purini, Joel Wood Engineering, MH, EC)	R1 was advised that RCU would move forward with project
2/22/2016	Public Meeting on LRSP at Hopkins Park	
3/16/2016	Public Meeting at Gadsden Elementary School regarding sewer tie-in project	
5/10/2016	RCU forwarded proposed IGA to R1 for preliminary review before taking to RC legal dept	Email provided by Sandra Dickerson
5/13/2016	DHEC Construction Permit requested by RCU....followed by 6 month delay due to in challenges/appeals by community group	
5/25/2016	Meeting with RCU to review progress of LRSP. Present were SKhan, J Wood Engr, Amos, Raguliano.	Discussed need for Corp of Engr approval, acquisition of (5) land parcels which would be presented in RCC Exec Session, and flood at Zeigler Road near Eastover which would require boring underneath to run pipe.
11/7/2017	New "Southeast" sewer system map reviewed.	
2/6/2018	Meeting with Chairwomen Dickerson to review request from RCU regarding additional funding needed for the Southeast system. Present were JDickerson, DMyers, GSeals, Sandra Yudice, Shahid Kahn, Norman Jackson, CHarris, CWitherspoon, ECarlon, MHenry	Chairwomen Dickerson "mediated" between RCU and R1 regarding the 4 million request from Mr Seals. R1 commented that 2 million had been set aside for our needs. Ms Dickerson asked if 2.5 million would be acceptable to both parties. Conditions were discussed (including immediate transfer of ownership to RCU, closeout by RCU, no tap fees, etc...) R1 agreed to review with Board Members and provide a response.
2/7/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson	Affirming 2 million dollar commitment. Additional \$500,000 to be discussed at later date
9/21/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson detailing R1's previous and future commitment to the successful completion of the project	2 million committed, \$500,000 to be reviewed if needed. RCU to take ownership of all (3) sites upon implementation, no tap fees assessed to R1, RCU to pursue the DHEC funding (\$423,000) for Gadsden.

LOAN ASSISTANCE AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

RICHLAND COUNTY

Dated

June 10, 2014

relating to

Lower Richland Sewer System – Phase 1

South Carolina Water Pollution Control Revolving Fund

FY 2012 Federal Capitalization Grant

Loan Assistance Number: F1-12-574-20

No. 1 of Two Executed Original Counterparts

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ATTACHMENT #1 Davis-Bacon Wage Rates Required Under Federal Appropriations Act

LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the 10th day of June, 2014, (the "**Effective Date**") between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**"), and RICHLAND COUNTY, a political subdivision of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act ("**Public Law 112-74**") requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended May 28, 2010, authorizes the Authority to fully implement all requirements of Public Law 112-74 for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's sewer system (the "**System**"); and

WHEREAS, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from Public Law 112-74 appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
 - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.
 - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
 - (c) The Authority will exert its best efforts to mail its check within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
 - (d) All disbursements shall be provided by the Authority in the form of a check mailed to the Project Sponsor.
 - (e) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.
- (a) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)
 - (i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan Assistance funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.
 - (ii) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
 - (iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.
 - (iv) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).
 - (v) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.
 - (vi) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
 - (b) Davis-Bacon and Related Acts, as required by Public Law 112-74, certifying that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts. See Attachment #1 herein.
 - (c) All applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.
 - (d) Guidance Packages for: (i) Bidding and Award of Construction Contracts; (ii) Federal Requirements for the SRF Program; and (iii) Construction Contracts in the SRF Program.
 - (e) "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.
7. Contract Award, Construction Inspection and Completion.
 - (a) The Project Sponsor shall not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.
 - (b) The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms to the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.
 - (c) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.
 - (d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.
8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).
9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.
10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, Davis-Bacon certifications and associated support documentation, certified payroll records, procurement records, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.
11. Accounting and Auditing.
 - (a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).
 - (b) Within nine (9) months after the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Department's Office of Internal Audits at 2600 Bull Street, Columbia, South Carolina, 29201, an annual financial audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. An audit, as required by OMB Circular No.

A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.
13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation, under construction, or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.
14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts or engineering agreements affecting the Project and its operation.
15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project. The Project Sponsor agrees that no date reflected in this Agreement, or in the Project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.
16. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or construction.
17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.
18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", "C" and "D", Attachment # 1, and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

Richland County
Utilities Department
7525 Broad River Road
Irmo, South Carolina 29063

Attention: Director of Utilities

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Budget and Control Board
1200 Senate Street
453 Wade Hampton Building
Columbia, South Carolina 29201


Attention: Patricia A. Comp

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.


IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

RICHLAND COUNTY


(SEAL)

By: 
Name: NORMAN JACKSON
Title: CHAIR

Attest:


Its Deputy Clk. of Council

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: 
Ashlie Lancaster, Interim Director,
Office of Local Government,
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

Project consists of Lower Richland County Sewer System Project – Phase 1. Phase 1 consists of providing sewer service to the Lower Richland County area encompassing the Hopkins Community, Franklin Park Subdivision, Hopkins Middle School, Hopkins Elementary School, Garners Ferry Road Corridor, Manchester Farms, and McEntire Joint National Guard Base. Infrastructure improvements to consist of approximately 23,000 linear feet (LF) of gravity sewer lines, approximately 76 manholes, five (5) new sewer pump stations, one (1) existing sewer pump station upgrade, approximately 95,000 LF of sewer force main, and all necessary appurtenances. The Project will create a new sewer system that collects and conveys wastewater from the Lower Richland County area to the Richland County Wateree River Waste Water Treatment Facility (NPDES # SC0047911).

PROJECT BUDGET

Project Sponsor: Richland County
 Project Name: Lower Richland Sewer System – Phase 1
 Loan Assistance Number: F1-12-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>RD GRANT & LOAN</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL PROJECT COSTS</u>
Legal and Appraisal Fees		\$25,000		\$25,000
Planning and Design Engineering		587,900		587,900
Land & Rights-of-Way		92,000		92,000
Construction	577,000	8,904,700		9,481,700
Construction Contingency		948,200		948,200
Construction Inspection and Engineering		275,000		275,000
City of Columbia Fees		804,000	41,600	845,600
RD Debt Service 24 Months	_____	_____	<u>682,300</u>	<u>682,300</u>
TOTAL	\$577,000	\$11,636,800	\$723,900	\$12,937,700

LOAN ASSISTANCE

Project Sponsor: Richland County
Project Name: Lower Richland Sewer System – Phase 1
Loan Assistance Number: F1-12-574-20

Loan Assistance Amount: \$577,000

Loan Amount:	\$577,000
Less Principal Forgiveness:	\$577,000
Net Amount for Repayment:	\$ 0

Project Sponsor: Richland County

Loan Assistance Number: F1-12-574-20

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. MBE/WBE publications.
 3. Statewide or regional newspapers of general circulation.
 4. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
 - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
 - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - M. After bid opening, provide the Department with the following:
 1. Project Construction Summary Form (DHEC Form #3589).
 2. A certified copy of the advertisement with date(s) of publication.
 3. A copy of the Project Sponsor's Bidders List.
 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 5. Proposal of successful bidder(s).
 6. Bid Bond with associated Power of Attorney.
 7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
 9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
 11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
 12. A copy of the prime contractor's Bidders List.
 13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
 14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
 15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
 16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
 17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
 18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
 - D. Monthly Construction Inspection Reports.
 - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

The SRF will withhold 5% of the Loan Assistance funds for the final draw request, which cannot be approved until the Department's final Approval to Place Into Operation has been issued by the DHEC Region Engineer.

The Project Sponsor will construct all necessary collection sewer lines, pumping facilities, force main lines and appurtenances to connect the Franklin Park Subdivision to the Richland County Wateree River Wastewater Treatment Facility (NPDES # SC0047911).

**Davis-Bacon Wage Rates Under FY 2012 Federal Appropriations Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Office of Local Government
State Revolving Funds



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

April 1, 2020

Honorable Paul Livingston
Chairman
Richland County
P.O. Box 192
Columbia, SC 29202

Subject: Amendment to Loan Assistance Agreement (LAA) No. F1-14-574-20 (originated as LAA No. F1-12-574-20 dated June 10, 2014 amended on February 2, 2017 and February 1, 2018) Lower Richland Sewer System – Phase 1

Dear Chairman Livingston:

The above-referenced Loan Assistance Agreement (LAA) is being amended to provide additional funding in the amount of \$423,000 to complete improvements to the Lower Richland Sewer System – Phase 1. The LAA agreement will be amended as follows:

- The cover page to the LAA shall read: ***FY 2014 and FY 2019 Federal Capitalization Grants***
- Page 1, paragraph 4 of the LAA is deleted and replaced by the following:

WHEREAS, the Fiscal Year 2014 and the Fiscal Year 2019 Federal Appropriations Acts (the "Federal Appropriations Acts"), under which the project is committed, requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

- Page 1, paragraph 5 of the LAA is deleted and replaced by the following:

WHEREAS, the Act as amended on May 28, 2010, authorizes the Authority to fully implement all requirements of the Federal Appropriations Acts for the Fund; and

- Page 5, a new paragraph is added at the end of section Federal and State Requirements:
 - (f) Development and implementation of a fiscal sustainability plan ("FSP") for any project involving the repair, replacement or expansion of a publicly owned treatment works pursuant to requirements of the Federal Act. Project Sponsors with an existing and implemented FSP shall certify to that effect before the date of this Agreement. Project Sponsors that need to develop an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final disbursement hereunder.***

Attached are Appendix A and Appendix B, which have also been amended and should be inserted into the County's duplicate original of the LAA.

If you have questions, please contact me at 803-898-9873 or nhebert@ria.sc.gov.

Sincerely,

A handwritten signature in black ink that reads "Noel Hebert". The signature is written in a cursive style with a long horizontal stroke at the end.

Noel Hebert, CPA
Senior Financial Analyst

CC: Tariq Hussain, Deputy Director
Brian Asbill, DHEC

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-14-574-20

The Clean Water State Revolving Fund (SRF) will participate in only two (2) of the four (4) divisions needed to rehabilitate the Lower Richland Sewer System. SRF participation is as follows:

Division 1: No participation.

Division 2: The project will include the construction of one (1) new pump station to replace the Gadsden Elementary School Wastewater Treatment Plant (WWTP), one (1) stand-by emergency pump, valves, fittings and appurtenances.

Division 3: The project will include the construction of two (2) new pump stations to replace the Hopkins Elementary School WWTP and the Hopkins Middle School WWTP. The project will also include a portable generator.

Division 4: No participation.

AMENDMENT dated April 1, 2020

A-1

PROJECT BUDGET

Project Sponsor: Richland County
 Project Name: Lower Richland Sewer System – Phase 1
 Loan Assistance Number: F1-14-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL ELIGIBLE COST</u>
Construction			
Division 2 (Gadsden)	\$ 577,000	\$ 274,810	\$ 851,810
Division 3 (Hopkins)	423,000	336,852	759,852
Total	\$ 1,000,000	\$ 611,662	\$ 1,611,662

AMENDMENT dated April 1, 2020

B-1

LOAN ASSISTANCE

Project Sponsor: Richland County
Project Name: Lower Richland Sewer System – Phase 1
Loan Assistance Number: F1-14-574-20

Loan Assistance Amount: \$ 1,000,000

Loan Amount:	\$ 1,000,000
Less Principal Forgiveness:	\$ <u>1,000,000</u>
Net Amount for Repayment:	\$ 0

AMENDMENT dated April 1, 2020

B-1