

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, FEBRUARY 25, 2020

6:00 PM

COUNCIL CHAMBERS

The Honorable Joyce Dickerson

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

February 25, 2020 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. December 17, 2019 [PAGES 7-13]
3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson
4. **ELECTION OF CHAIR**
5. **ITEMS FOR ACTION**
 - a. Approval to Award Contract - Fire Station Roofs' Replacement [PAGES 14-16]
 - b. Approval to Award Governmental Affairs/Political Representation Contract [PAGES 17-19]
 - c. Approval to Purchase and Install Cooling Tower - Alvin S. Glenn Detention Center [PAGES 20-32]
 - d. Approval to Award Construction Contract - Lakeside at Ballentine Resurfacing [PAGES 33-41]
 - e. Approval to Award - Contract for Construction – Shakespeare Crossing Community Center [PAGES 42-78]
 - f. Approval to Award – Southeast Sewer and Water Project Division 3&4 [PAGES 79-85]
 - g. Approval to Award - Stormwater Drainage Ditch Maintenance Contract [PAGES 86-88]

- h.** Adoption of 2018 Building Codes [**PAGES 89-101**]
- i.** Approval of Annual DHEC EMS Grant-in-Aid [**PAGES 102-107**]
- j.** Increase FY20 Budget Allocation - Central Midlands Council of Government [**PAGES 108-143**]
- k.** Light Detection and Ranging (LiDAR) Elevation Data Grant Match [**PAGES 144-157**]
- l.** Midlands Business Leadership Group (MBLG) –Gateway Beautification [**158-173**]
- m.** Rate Increase Agreement - Kemira [**PAGES 174-182**]
- n.** Roll-off Containers Purchase Order Increase [**PAGES 183-184**]
- o.** Salary Adjustment for Richland County Magistrates [**PAGES 185-198**]
- p.** Senior Resources - Request for Matching Grant Funds [**PAGES 199-202**]
- q.** Bond Court Consolidation – City of Columbia and Richland County [**PAGES 203-216**]
- r.** Airport Property Use for a Promotional Event [**PAGES 217-221**]

6. 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

December 17, 2019 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Larry Smith, Stacey Hamm, Jennifer Wladischkin, John Thompson, Clayton Voignier, Ashiya Myers, Angela Weathersby, Leonardo Brown, Chris Eversmann, James Hayes, Brad Farrar, Tariq Hussain, Dwight Hanna, Dale Welch, Kimberly Williams-Roberts, Ashley Powell, Michael Niermeier, Stephen Staley, Denise Teasdell and Sandra Haynes

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. November 21, 2019 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**
 - a. Memorandum of Understanding – COMET—Mapping Services – Ms. Myers moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the Memorandum of Understanding (MOU) with the COMET so as to display COMET's transportation data on RichlandMaps.com to include COMET's routes and stops and to update map layers from COMET as they are received.

Mr. Malinowski inquired if it is the COMET or the CMRTA.

Ms. Dickerson responded it should be CMRTA/COMET.

Mr. Malinowski suggested to update the MOU to correctly identify the entity as CMRTA/COMET and to include the CMRTA's address on the last page of the MOU.

Mr. Malinowski made a substitute motion, seconded by Ms. Myers, to forward to Council with a recommendation to approve the MOU, as corrected.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. McBride moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

Ms. McBride stated this project has been going on for approximately 4 years, and she has concerns about the progress that has been made. She inquired, if we will lose these funds, if we do not approve the award of the funds to Community Assistance Provider.

Ms. Teasdell responded in the affirmative.

Ms. McBride stated that is important because we have a shortage in affordable housing in Richland County, so she does not want to hold up the project. She stated her constituents are requesting the status of the program, and the projected date of completion.

Ms. Teasdell stated four (4) have been completed. There was a delay in the whole process because they did not know they were going to have to do a blast barrier wall, and they had to come back the County to request funds to build the wall. The goal, once they receive these funds, is to have, at least, eight (8) completed within 18 – 24 months.

Ms. McBride inquired when the four (4) that are completed will be available for occupancy.

Ms. Teasdell stated there is already a wait list. They are verifying that the applicants meet all of the HUD requirements before the applicants they are allowed to move in.

Ms. McBride inquired if there is a projected date for applicants to move in.

Ms. Teasdell stated, it is her understanding, it should be by the end of March 2020.

Ms. McBride inquired what they will be doing with the new funding.

Ms. Teasdell stated they will continue to build these phases. They also would like to build a community development center for the neighborhood.

Ms. McBride stated, for clarification, all of the apartments are 3 bedrooms. She inquired what happens if a senior citizen or a small family only needs 2 bedrooms.

Ms. Teasdell stated this project it is 3 bedrooms. Community Assistance Provider does offer different rental properties.

Ms. McBride stated, for clarification, if an applicant only needs 2 bedrooms, they would not be able to get the apartment.

Ms. Teasdell responded that is not correct. As long as the applicant meets all of the HUD requirements, they will be able to utilize one of the apartments.

Ms. McBride stated it seems like a waste of money not to have not built 2 bedroom apartments, as well.

Mr. Malinowski stated, for clarification, on p. 19 it states, "Community Assistance Provider has more than 20 years' experience developing affordable housing within Richland County." Then, on p. 21, it states, "CAP has been in existence for 15 years...", so how can they have 20 years' experience, if they have only existed for 15 years.

Ms. Teasdell stated they have changed ownership. The previous owner has been in business longer than 20 years, but CAP itself has only been in existence for 15 years.

Mr. Malinowski inquired if the land they are going to build these units on has been purchased.

Ms. Teasdell responded in the affirmative.

Mr. Malinowski inquired if this is the same group we deferred action on until they came back with additional information regarding the negotiated purchase price for the property.

Ms. Teasdell responded that was a different group.

Mr. Malinowski stated, for clarification, we do not know if they negotiated for this property, or if they paid the list price.

Ms. Teasdell responded she would not know, but she could find that out.

Mr. Malinowski inquired, if the expected \$650,000 in advancement is required for Phase I, and we are giving the \$500,000, where is the remaining funds coming from?

Ms. Teasdell stated they are also partnering with Midlands Housing Trust Fund and Wells Fargo. CAP is also contributing funding.

Mr. Malinowski stated, on p. 21, it states, "The community will benefit immediately as property values increase, the crime rates shrink..." He inquired how we know that crime rates shrink because property values increase.

Ms. Teasdell stated the statement was actually written by CAP, but she obtain the information for Mr. Malinowski.

Mr. Malinowski stated, in the past, we have had a breakdown of the costs for each unit, and we do not have that included in the briefing documents. He inquired if they could receive that information.

Ms. Teasdell stated she does not know if the breakdown was included in their proposal.

Ms. Dickerson inquired as to when this project began.

Ms. Teasdell responded there have been three (3) contracts, and the County has contributed approximately \$300,000; \$100,000 was used for the blast barrier wall/environmental. Anytime you are using Federal funds there has to be an environmental. There have been a lot of hiccups along the way that slowed the development.

Ms. McBride inquired if this was a time-sensitive matter.

Ms. Teasdell responded in the affirmative. If we do not draw down the funds by September 2020, HUD will request the funds back. She stated, we have to allow time for CAP to spend down the funding once the funding is awarded.

Ms. McBride inquired when the drop dead deadline is.

Ms. Teasdell stated they need a decision on the award within the next 30 days, in order to allow CAP time to spend down the funds.

In Favor: Myers, Dickerson and McBride

Opposed: Malinowski

The vote was in favor.

- c. Approval of Award of Southeast Sewer and Water Project – Division 1 & Division 2 – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

Mr. Malinowski inquired if the bond is for use within the entire system.

Mr. Hussain responded the bond will cover the whole project. Divisions III and IV are being rebid because they only received one bid.

Mr. Malinowski noted the briefing document states that staff recommends no awards for Divisions III and IV, and will reissue a request for bids. Yet, the estimate is included for those two (2) divisions, so now anybody can say, “Well as long as I keep below \$2M I could get it.” It seems like we would want to hold back on what we are holding in our hand, but we just told everybody what they can go up to for a bid.

Mr. Hussain stated they can check the material price, but the labor and the bids are different. The pump stations are different than this one. They can look at the material price, and reuse it, which will be good because this is \$3M less than Engineering estimated.

Mr. Malinowski stated, his point is, we said the bids were too high, based on the Engineers estimates. Then, we turn around and we tell the bidders what the Engineers’ estimates were.

Mr. Brown stated that is a good point. It has to be a combination between when we give the Council monetary figures, and when we do not because that has come up as a point of conversation. He stated we will try to figure out and strike an appropriate balance, to acknowledge what Mr. Malinowski is saying.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- d. Approval to Purchase Mobile Data Routers for Fire Vehicles – Ms. McBride moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve the purchase of Sierra Routers including support equipment, installation and system start-up support in the amount of \$152,626.80 from Simple Com Technologies.

Mr. Malinowski noted the briefing document says this is a sole source provider, and he wanted to ensure there was no one else that can provide the equipment to the County.

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Mr. Byrd stated as far as they know this is the only company that can provide the equipment.

Mr. Malinowski stated, on p. 34, it states, "Sole Source must be justified with information of efforts undertaken to locate possible alternative suppliers" and he did not see it in the briefing documents.

Mr. Byrd responded they asked everyone they knew to ask.

Mr. Malinowski stated he would like to have that information provided to him.

Ms. Myers inquired if this is for 5 trucks.

Mr. Byrd responded he believes it is 83 trucks.

Ms. Myers inquired if that is all the trucks in the fleet.

Mr. Byrd responded in the affirmative.

Ms. Myers inquired if it the trucks maintained by the City and the County.

Mr. Byrd responded it is only the County trucks. The City is undertaking this on their side.

Ms. Myers inquired if all the trucks have the same level of technical capabilities.

Mr. Byrd responded in the affirmative.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

Mr. Malinowski inquired as to when this treatment facility completed.

Mr. Hussain responded the original facility was completed in 2009.

Mr. Malinowski stated, in the briefing document, it states, "[We] have experience several violations of the discharge limits [at this system]." He inquired if 10 years is a normal wear out time for a facility that costs \$35M.

Mr. Hussain responded it is not, but when the facility was constructed there was a lack of funding, so some of the equipment placed in the facility was not per spec.

Mr. Malinowski stated, for clarification, we paid \$35M and got secondary equipment.

Mr. Hussain stated Aquarobic designed the plant, but the diffuser unit that was used was a cheaper kind, and not the appropriate one for this plant.

Mr. Malinowski stated, for clarification, it is something the County agreed to accept.

Mr. Hussain responded in the affirmative.

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December 17, 2019**

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In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Malinowski noted there were scrivener's errors in the IGA. He also inquired if there is a separate IGA for the Honorable Sandra Ann Sutton.

Judge Edmond stated there is not a different IGA for Judge Sutton. In Judge Hightower’s absence, Judge Sutton can preside over the proceedings.

Ms. Myers inquired if this IGA is the same as the IGA that was done for the Town of Eastover.

Mr. Smith stated this IGA is different (i.e. Additional compensation for Judge Hightower, if the Judge rendered additional services related to the Town’s ordinance.) He does not believe this particular provision was in the IGA with the Town of Eastover.

Ms. Myers inquired if that would have any implications for the County (i.e. FICA payments), but would be borne by the Town of Blythewood.

Mr. Smith responded in the affirmative.

Ms. Myers requested that the contract recites that the extra costs will be covered by the Town of Blythewood.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

5. **ITEMS PENDING ANALYSIS** – Mr. Malinowski stated he believes this what Mr. Eversmann referenced at the Development & Services Committee.

Mr. Eversmann stated the issue before the committee is the award for professional services, which would be the design of the Kneece Road and Longreen Parkway Sidewalk Projects. The funds have been issued from the CTC. If we want to spend the funds, we need a contract to do so.

Mr. Malinowski stated this was deferred by Council, pending a sidewalk program being put in place, so why would this not be an item for action.

Mr. Eversmann stated he could not answer that question.

Mr. Malinowski stated, for clarification, we have CTC funds for these projects and there is not a long list of sidewalks in front of these two (2) projects. Therefore, rather than chance losing the funds, we should move forward with approval.

Mr. Malinowski moved, seconded by Ms. Myers, to move Items 5(a) and 5(b) to “Items for Action.”

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

**Administration and Finance
December 17, 2019**

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- a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design
- b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design

Mr. Malinowski moved, seconded by Ms. Myers, to move forward with the award of Engineering Services for the Kneece Road and Longreen Parkway Sidewalk Projects, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit with the County.

Ms. Myers offered a friendly amendment to include the following language: “or any claim.”

In Favor: Malinowski, Dickerson and McBride

Present but Not Voting: Myers

The vote in favor was unanimous.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:40 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Manager, Procurement
Department: Finance
Date Prepared: January 17, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizbaeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	February 13, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval to Award a Contract for Three Fire Stations' Roofs		

Recommended Action:

Staff recommends approval to award Request for Bid # RC-282-B-2020 - Three Fire Stations' Roof Replacement to Frizzell Construction Co. Inc. dba of Summit BSR Roofing.

Motion Requested:

1. Move to accept staff's recommendation to approve the award of Three RC Fire Station's Roof Replacement to Frizzell Construction Co. Inc. dba of Summit BSR Roofing

Request for Council Reconsideration: Yes

Fiscal Impact:

Staff requests approval of \$173,050.00 plus contingency of \$42,000 for a total of \$215,000 for the project. Funding is available in the Operational Services Facility Grounds & Maintenance- Fire budget line (1206220000.522801/3180.530300). No additional funding is required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The fire stations' roofs have deteriorated and are ineffective, beyond repair, and cost prohibitive. Operational Services requested a solicitation be advertised for the removal of the existing roofing systems and the installation of new KEE-EPI roofing systems for the following three locations:

1. Gadsden Fire Station (Station #19) - 122 Gadsden Community Center Drive
2. Eastover Fire Station (Station #28) - 504 Henry Street
3. Leesburg/601 Fire Station (Station #31) - 1911 McCords Ferry Road

Procurement issued Solicitation RC-282-B-2020, "Three RC Fire Station's Roof Replacement" on November 20, 2019. The solicitation was publicly advertised. There were three responses to the Request for Bid from:

1. Frizzell Construction Co. Inc. dba Summit BSR Roofing
2. Aqua Seal MFG and Roofing Inc.
3. Rike Roofing

Frizzell Construction Co. dba Summit BSR Roofing was the lowest, responsive, responsible bidder.

Attachments:

1. Bid Tabulation

				Aqua Seal Mfg & Roofing, Inc.		Frizzell Const. Co., Inc. dba Summit BSR Roofing		Rike Roofing	
Gadsden Fire Station #19									
Description	Quantity	Units	Alternate	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Mobilization	1.0000	ls	no	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$3,050.00	\$3,050.00
Roof Removal	1.0000	ls	no	\$350.00	\$350.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
Roof Preparation	1.0000	ls	no	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,552.00	\$1,552.00
Roofing Installation-Materials	1.0000	ls	no	\$32,925.00	\$32,925.00	\$38,250.00	\$38,250.00	\$49,488.00	\$49,488.00
Roofing Installation-Labor	1.0000	ls	no	\$19,340.00	\$19,340.00	\$16,325.00	\$16,325.00	\$16,484.00	\$16,484.00
Deteriorated Decking	1.0000	ls	no	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Closeout	1.0000	ls	no	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00
.080 Fleeceback TPO roofing system	1.0000	ls	yes*	\$56,807.00	\$56,807.00	\$54,500.00	\$54,500.00	\$62,098.00	\$62,098.00
				Total:	\$62,165.00	Total:	\$58,975.00	Total:	\$74,174.00
Eastover Fire Station #28									
Description	Quantity	Units	Alternate	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Mobilization	1.0000	ls	no	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
Roof Removal	1.0000	ls	no	\$250.00	\$250.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
Roof Preparation	1.0000	ls	no	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,545.00	\$1,545.00
Roofing Installation-Materials	1.0000	ls	no	\$26,530.00	\$26,530.00	\$35,340.00	\$35,340.00	\$41,757.00	\$41,757.00
Roofing Installation-Labor	1.0000	ls	no	\$19,564.00	\$19,564.00	\$15,360.00	\$15,360.00	\$16,105.00	\$16,105.00
Deteriorated Decking	1.0000	ls	no	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Closeout	1.0000	ls	no	\$4,500.00	\$4,500.00	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00
.080 Fleeceback TPO roofing system	1.0000	ls	yes*	\$48,320.00	\$48,320.00	\$55,500.00	\$55,500.00	\$52,929.00	\$52,929.00
				Total:	\$55,594.00	Total:	\$55,100.00	Total:	\$65,807.00
Leesburg/601 Fire Station #31									
Description	Quantity	Units	Alternate	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Mobilization	1.0000	ls	no	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$3,050.00	\$3,050.00
Roof Removal	1.0000	ls	no	\$350.00	\$350.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
Roof Preparation	1.0000	ls	no	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,577.00	\$1,577.00
Roofing Installation-Materials	1.0000	ls	no	\$32,925.00	\$32,925.00	\$38,250.00	\$38,250.00	\$51,087.00	\$51,087.00
Roofing Installation-Labor	1.0000	ls	no	\$19,340.00	\$19,340.00	\$16,325.00	\$16,325.00	\$16,484.00	\$16,484.00
Deteriorated Decking	1.0000	ls	no	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Closeout	1.0000	ls	no	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00
.080 Fleeceback TPO roofing system	1.0000	ls	yes*	\$56,807.00	\$56,807.00	\$54,500.00	\$54,500.00	\$63,726.00	\$63,726.00
				Total:	\$62,165.00	Total:	\$58,975.00	Total:	\$75,798.00
Grand Total:				179,924.00	Grand Total:	173,050.00	Grand Total:	215,779.00	

* This is an alternate roofing system and is not included in the bid total

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Sierra Flynn, Assistant Manager, Procurement
Department: Finance
Date Prepared: January 08, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Award of Governmental Affairs/Political Representation Contract		

Recommended Action:

Staff recommends approval of the award for governmental affairs/political representation services to Turner, Padgett, Graham, and Laney, P.A.

Motion Requested:

Move to approve staff's recommendation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Historically, \$60,000 is budgeted for these services.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Governmental Affairs/Political Representative services provide direct access to both state and federal legislative leadership and their staff for County Council and its designated staff to secure and enhance the County's legislative appropriations and policy objectives. The firms develop and implement state and federal legislative strategies in consultation and collaboration with the County designated staff and the Richland County Legislative and South Carolina Congressional Delegations, which increases the cognizance and understanding of the County's regional issues with South Carolina Legislature, the United States Congress, and the Administration.

Solicitation RC-216-Q-2020 was issued; there was one submittal. A panel was established comprised of county staff who evaluated the submittal. Award is being recommended to Turner, Padgett, Graham, and Laney, P.A.

Attachments:

1. RC-216-P-2020 Consolidated Evaluation Score Sheet

Consolidated Evaluations			
Evaluation Criteria RC-216-Q-2020 GOVERNMENTAL AFFAIRS/POLITICAL REPRESENTATIVE SERVICES	Maximum Points	Turner, Padget, Graham & Laney, P.A.	
Organizational Capacity	25		
Evaluator 1		25	
Evaluator 2		20	
Evaluator 3		20	
	75	65	0
History of Success At The Federal Level	20		
Evaluator 1		15	
Evaluator 2		0	
Evaluator 3		5	
	60	20	0
History of Success in South Carolina	20		
Evaluator 1		20	
Evaluator 2		20	
Evaluator 3		20	
	60	60	0
Personnel Qualifications	20		
Evaluator 1		20	
Evaluator 2		20	
Evaluator 3		20	
	60	60	0
Quality of Work Samples	15		
Evaluator 1		15	
Evaluator 2		0	
Evaluator 3		15	
	45	30	0
GRANDTOTAL	300	235	0

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Ronaldo Myers, Director

Department: Alvin S. Glenn Detention Center (ASGDC)

Date Prepared: January 22, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 31, 2020
Budget Review	James Hayes via email	Date:	January 31, 2020
Finance Review	Stacey Hamm via email	Date:	February 03, 2020
Other Review:	Jennifer Wladischkin, Manager, Procurement	Date:	February 04, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	ASGDC - Heating Ventilation Air Conditioning (HVAC) Cooling Tower Replacement		

Recommended Action:

Staff recommends approval to award the purchase and installation of a new Cooling Tower to WB Guimarin.

Motion Requested:

1. Move to approve the purchase and installation of the new cooling tower; or,
2. Move to deny the purchase and installation of the new cooling tower.

Request for Council Reconsideration: Yes

Fiscal Impact:

This was a planned expenditure in the CIP for FY2020 and was budgeted in the amount of \$250,000.00.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The existing cooling tower has been in operation since the detention center opened at its Bluff Road location in 1994. The cooling tower has surpassed its lifecycle and has deteriorated to the point of water leakage and corrosion to the blades and safety rails. The cooling tower is unrepairable and unsafe; therefore, a replacement is required.

In December 2019, Procurement conducted solicitation #RC-297-B-2020 for the purchase and installation of a new cooling tower for the Alvin S. Glenn Detention Center.

Two contractors responded to the RFB. The lowest, most responsive responsible contractor was WB Guimarin.

Attachments:

1. Photographs of the existing cooling tower
2. Bid Tabulation sheet







01/23/2020







01/23/2020



01/23/2020



01/23/2020





01/23/2020

Submitted Bids				
Business	Opened at	Bid Total	Submitted at	Signed by
Comfort Systems USA Southeast	2020-01-16 20:00:40 UTC	\$266,867.00	2020-01-16 19:58:42 UTC	Brett Nelson
W B Guimarin	2020-01-16 20:00:25 UTC	\$241,800.00	2020-01-16 18:06:55 UTC	Larry Boehler

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Jennifer Wladischkin, Manager, Procurement

Department: Finance

Date Prepared: January 23, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 14, 2020
Finance Review	Stacey Hamm via email	Date:	February 12, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

Committee: Administration & Finance

Subject: Contract Award, RC-220-B-2020, Lakeside at Ballentine Resurfacing

Recommended Action:

Staff recommends approval of the award of a construction contract with Palmetto Corps of Conway in the amount of \$292,752.20 for the resurfacing of certain roads in the Lakeside at Ballentine Subdivision.

Motion Requested:

Move to approve staff’s recommendation to award a construction contract to Palmetto Corps of Conway for the Asphalt Resurfacing repairs of roads at Lakeside at Ballentine.”

Request for Council Reconsideration: Yes

Fiscal Impact:

The project will be funded by the County Transportation Committee (CTC) for paving project C PCN PO38118. There should be no fiscal impact to Richland County’s operating budget.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Certain roads within the residential subdivision known as Lakeside at Ballentine did not meet the threshold to qualify for resurfacing at the time of the initial Transportation-Penny Department review of road conditions. Thus, they were not included for consideration for resurfacing under that program. A number of citizens within this subdivision have requested assistance with their roads.

In response to these citizen requests, the Department of Public Works (DPW) Engineering staff inspected all the paved roads within the subdivision and determined resurfacing of selected road sections was warranted and created an engineer's cost estimate. The roads recommended for resurfacing are: Sienna Drive, Hawks Ridge Court, Cypress Spring Court, Sienna Court, Cabot Bay Drive, Morning Breeze Court, Shores Edge Drive, and Harbor Mist Drive.

The cost estimate was submitted and approved for funding by the Richland County Transportation Committee (CTC) at an estimated \$394,293.00. A Request for Bid was then advertised by Procurement Department Staff. A total of four bids were received. Palmetto Corp of Conway's bid of \$292,752.20 was the lowest responsive bid and was 25.7% below the Engineer's Estimate of \$394,293.00 for the project. A review of the low bid also shows a commitment of 3.1% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 3% 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



January 10, 2020

To: Gary Barton, Engineer Associate II
CC: Erica Wade, Manager of OSBO
Stephen Staley, County Engineer
Re: RC-220-B-2020 Lakeside at Ballentine Resurfacing

Dear Mr. Barton

A bid opening was held at 2:00 PM on Thursday, January 9, 2020 at the Richland County Office of Procurement at 2020 Hampton Street for the Lakeside at Ballentine Resurfacing Project. Procurement & OSBO have reviewed the four (4) 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 bid was not a registered SLBE for Richland County. As a result, that bid is deemed non-responsive. The bids received were as follows.

BIDDER	SUBMITTED BID
Eurovia Atlantic Coast, LLC dba Blythe	\$278,434.10
Palmetto Corp of Conway	\$292,752.20
CR Jackson, Inc.	\$395,178.50
Tolleson Limited Company	\$688,030.89

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 10:00 AM on December 18, 2019 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 25.7% below the Engineer's Estimate of \$394,293.50 for the project. A review of the low bid also shows a commitment of 3.1% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the goal of 3% for this project.

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

Sincerely,

Jennifer Wladischkin, CPPM
Manager of Procurement

Submitted Bids

Business	Status	Bid Total	Submitted at	Signed by
Palmetto Corp of Conway, Inc	Responsive	\$292,752.20	2020-01-09 15:38:39 UTC	Shawn Godwin
C. R. Jackson, Inc.	Responsive	\$395,178.50	2020-01-08 20:37:14 UTC	Karen Jackson
Tolleson Limited Company	Responsive	\$688,030.89	2020-01-09 17:44:38 UTC	John Lewis
Eurovia Atlantic Coast LLC, dba Blythe	Non-Responsive	\$278,434.10	2020-01-08 22:19:46 UTC	James Owings

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

Project #: RC-220-B-2020	Project Name: Lakeside at Ballentine Resurfacing		Date: 12/18/19
			Time: 10:00am
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
C.B. Jackson, Inc	KAREN JACKSON	KJACKSON@CBTJACKSON.COM	803.756.6070
CR Jackson, Inc	Forrest Whitfield	fwhitfield@CRJackson.com	803.341.1433
RC Public Work EGM	Gary Barton	barton.gary@richlandcountysc.gov	803-576-2423
PALMETTO CORP	Keith Andersen	KANDERSEN@PALMETTOCORP.COM	843-424-1626
PALMETTO CORP	RON VAN LAKE	rvanlake@palmetto corp. com	843-214-1108
Palmetto Sitework Services	Jack Lee	jlee@pswsllc.com	478-972-8377
Tolleson Limited	John Lewis	jlewis@tollesonltd.com	803-783-9001
tolleson limited	Domingo G. PEREZ	dperez@tollesonltd.com	786-200-2796
Tolleson Limited	Andy Tolleson	ATolleson@tollesonltd.com	803-783-9001
Tolleson Limited Blythe	Trent Barrack	trent.barrack@eurovia.us	803-543-7283
Cheryl Cook OSBO	Cheryl Cook	Cook.Cheryl@richlandcountysc.gov	576-1540
Margaret Jones OSBO	Margaret Jones	jones.margaret@richlandcountysc.gov	576-1540
OSBO	Erica Wade	wade.ericca@richlandcountysc.gov	576-1540
OSBO	Cordeija Horne	horne.cordeija@richlandcountysc.gov	576-1540
Richland County DPW	Stephan Staley	Staley.Steph@RichlandCountySC.gov	803-576-2479
Richland County Procurement	Kathy Coleman	coleman.kathy@rcsc.gov	803-576-2134
Richland County Govt	Jennifer Wladischkin	wladj@richlandcountysc.gov	576-2130

***** 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

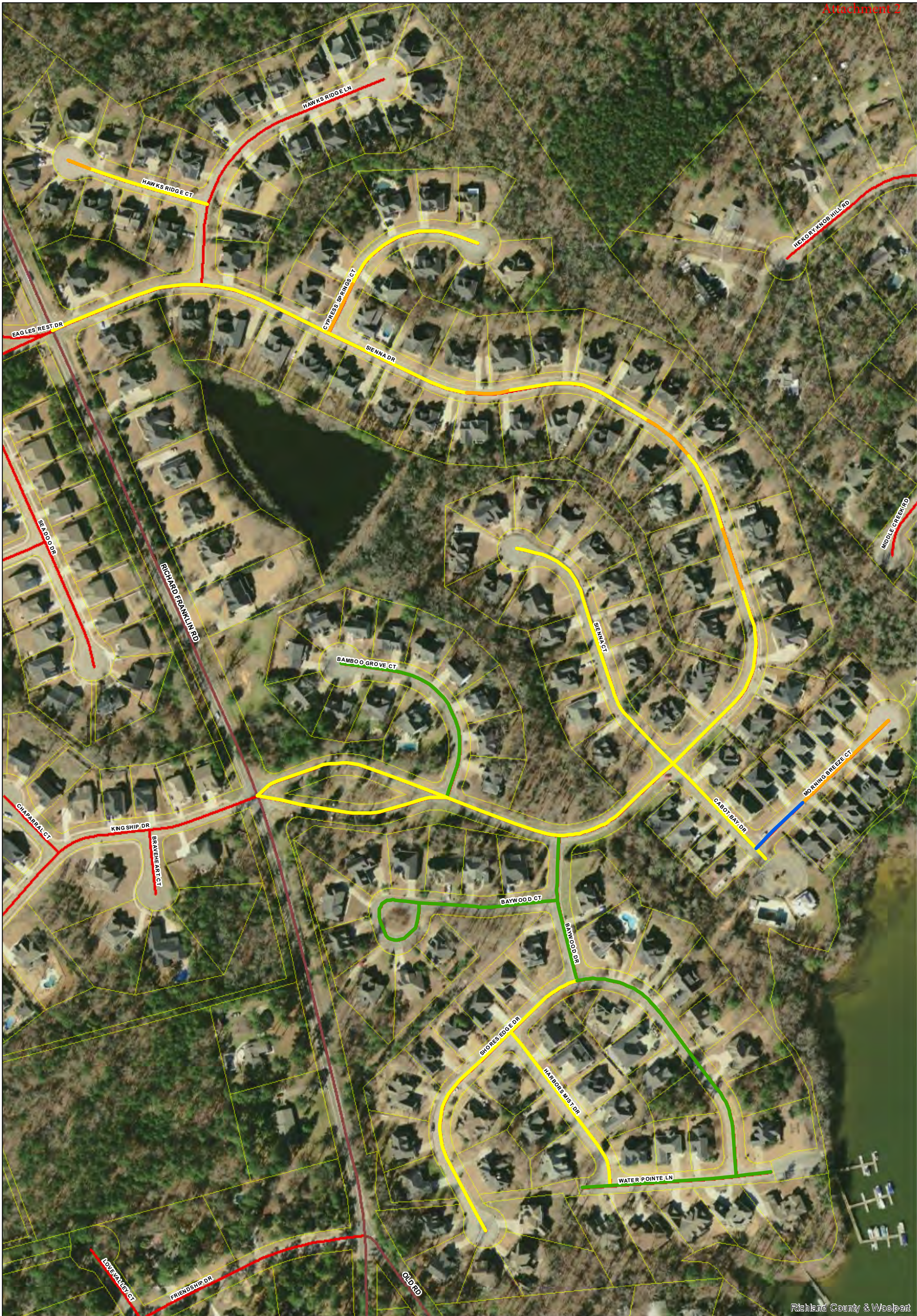
[Click here for Classification definitions and licensee's contract dollar limit](#)

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

- Legend**
- Excavate and Fill 8" Macadam Base Course
 - Full Depth 4" Type C HMA
 - No Repairs Needed
 - Mill and Fill 2" Type C HMA
 - Parcels

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



39 of 221 in = 200 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



July 3, 2019

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 an improvement project.

Per the CTC's approval, \$496,102.53.00 was allocated for local paving project **C PCN P038118**. This project is described as resurfacing Lakeside Subdivision (including) resurfacing Sienna Drive, Hawks Ridge Lane, Hawks Ridge Court, Cypress Spring Court, Sienna Court, Cabot Bay Drive, Morning Breeze Court, Shores Edge Drive and Harbor Mist Drive.

Please note that the Project Control Numbers (PCN) shown above will identify this project 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 CTC@scdot.org.

Sincerely,

Ivana Gearheart
C Program Administration

Enclosures

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: January 13, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 14, 2020
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Contract for Construction of Community Building at Shakespeare Crossing		

Recommended Action:

Staff recommends approval of contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

Motion Requested:

Move to approve staff's recommendation for a contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

Reconsideration: X Yes

Fiscal Impact:

Funds are available in the Construction line (5322) for CDBG FY19 Grant.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Shakespeare Crossing Project, originally referred to as the Redevelopment of Columbia Mobile Home Park, began in FY2014 as separate catalyst projects identified as part of the Trenholm Acres/Newcastle Neighborhoods (TANN) Neighborhood Master Plan developed by Richland County's Neighborhood Improvement Program (NIP) and adopted by County Council on January 12, 2010. Those catalyst projects included demolition and acquisition of the Columbia Mobile Home Park. The goal of the Shakespeare Crossing Project is to 1) remove slum and blight consisting of 60 abandoned structures, including 23 mobile homes, 34 cinder block out buildings, and three other accessory buildings, located at 6319 Shakespeare Road on approximately 3.78 acres and 2) redevelop the property for a mixed income, affordable workforce housing community consisting of 24 multifamily rental housing units, a community center and private green space. The County selected Community Assistance Provider (CAP) as the developer for the Shakespeare Crossing Project to own and redevelop the property at projected total development cost of \$4,500,000 with a projected total investment of \$800,000 from the County. CAP was chosen due to 1) its status as a qualified County Community Housing and Development Organization (CHDO) with access to multiple funding sources, including State and Federal HOME funds, and 2) its ability to demonstrate the capacity to complete a large-scale capital project. A breakdown of the original projected development cost by funding source is below:

SC HOME	\$800,000
SC Housing Trust Fund	\$300,000
Federal Home Bank	\$250,000
Conventional Bank Loan	\$2,350,000
Richland County	\$800,000
Estimated Total Development Costs	\$4,500,000

Prior to demolition, the land and improvements were valued at \$85,000 in July 2012. The demolition of the 60 structures was completed in May 2014 by Carolina Wrecking at a cost of \$70,080 in Community Development Block Grant (CDBG) funds. CAP secured an option to purchase the land for \$38,584.30 and entered into an agreement with the County to use NIP funds as a loan for land acquisition. The land acquisition was completed in May 2016 at a total cost of \$50,584.30, inclusive of an environmental review. The environmental review identified the need to construct a blast barrier wall to shield the planned redevelopment from debris in the event of an explosion associated with surrounding industrial activities, which was completed in December 2017 with \$100,000 in CDBG funds. Construction of infrastructure, including underground utilities (sewer/water lines), stormwater management systems (curb and gutters), retention pond, asphalt, fencing, signage, and general landscaping was completed along with one of the six (6) intended planned quadraplexes or four (4) rental units in November 2019 with \$376,448 in CDBG funds and \$535,515 in SC HOME and SC Housing Trust Funds. To date, the total investment by the County through special revenue and Federal funds is \$597,112.30.

CAP plans to begin renting the first four (4) units by January 30, 2020 to pre-approved households that have already been identified and meet HUD income eligibility requirements. County Council recently approved the award of \$528,114 in HOME funds to CAP for construction of two additional quadraplexes in conjunction with conventional bank financing of \$458,500 and \$110,856 of CAP equity for a total cost of \$1,097,500. The HOME funds are designated by the County's FY18-19 and FY19-20 HOME Action

Plans, both of which were approved by HUD, for CHDO entities and their associated projects. Each quadrplex consists of four (4) units – two of which are two-bedroom, two-bath units of 950 square feet and the other two are three-bedroom, two-bath units of 1,175 square feet. In July 2019, County Council approved \$135,000 in CDBG funds for CAP to construct the community center in the FY19-20 CDBG Action Plan. As a result, the County anticipates a total final investment from all funding sources of \$1,260,226.30.

Attachments:

1. CDBG/HOME FY19-20 Annual Action Plan
2. Page 17 of July 9, 2019 Council Meeting Minutes showing approval of the CDBG/HOME FY19-20 Annual Action Plan
3. Proposed Contract with Community Assistance Provider with the following attachments:
 - A. Request for Funding for Community Center
 - B. Budget
 - C. Construction Center Timeline

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Chair Paul Livingston and Members of Council
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development

Legal Review	Elizabeth McLean via email	Date:	July 03, 2019
Budget Review	James Hayes via email	Date:	July 03, 2019
Finance Review	Stacey Hamm via email	Date:	July 03, 201
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, Assoc. AIA, AICP	
Subject:	FY 2019-2020 Annual Action Plan Budget for CDBG and HOME		

Recommended Action:

Staff recommends approval of the FY 19-20 Annual Action Plan budget and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds.

Motion Requested:

Move to approve the FY 19-20 Annual Action Plan budgets and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds.

Reconsideration: Yes

Fiscal Impact:

Funds for the \$169,145 HOME Match has been approved in County Council Biennium Budget in the General Fund. The County has provided the required match amount since the HOME program began in 2002.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The FY19-20 Annual Action Plan budgets and projects for CDBG and HOME will be the basis of the Annual Action Plan (AAP) that will be sent to the U.S. Department of Housing and Urban Development (HUD) for approval. The AAP is used to identify housing and community development needs and to develop CDBG and HOME budgeting for the next annual period. The Richland County AAP will cover the fiscal period of October 1, 2019 – September 30, 2020.

The AAP implements the County's 5 Year Consolidated Plan, approved in July 2017, which enables the County to continue to receive federal housing and community development funds and must be submitted to HUD by August 15, 2019.

A public meeting will be advertised and held on July 15, 2019. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend.

Please see below FY 19-20 Proposed Budgets for CDBG and HOME:

FY 19-20 CDBG BUDGET		\$1,519,657	
Shakespeare Crossing Community Center (Phase V)	\$135,000		
District 10 Atlas Road Park Construction (Phase II)	\$100,000		
Operation One Touch Minor Homeowner Rehabilitation	\$220,778		
Public Service Projects (Zoom Grants)	\$227,948		Cannot exceed 15%
Commercial Facade Improvement Broad River Road	\$362,000		
HOME Project Delivery	\$120,000		
Admin Costs	\$303,931		Cannot exceed 20%
TOTAL	\$1,469,657		
Excess	\$ 50,000		
FY 19-20 HOME		\$676,580	
HOME local Match required from County		\$169,145	25% required
HOME Program Income			
RCHAP	\$184,092		
CHDO	\$275,830		
Richland Rebuilds	\$250,000		
Administration	\$ 67,568		Cannot exceed 10%
TOTAL	\$777,490		
Excess	\$ 68,235		

Attachments:

n/a

- b. FY 2019-2020 Annual Action Plan Budget for CDBG and HOME – Ms. Myers moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski inquired about what happens with the home when the owner passes away or become incapacitated.

Mr. Voignier stated there is a 10-year lien on the home, so they have to remain in the home. If the individual passes away, it becomes heir property.

Mr. Livingston inquired how we get community feedback on the action plan.

Mr. Voignier stated there is a public comment period to gather public feedback. There are a couple of projects that are related to neighborhood master plan areas, so there has already been a lot of public feedback through those processes. This funding will support the master plans that are already in place.

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

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

- c. A Resolution to appoint and commission Jeremy Joseph Denny as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

- d. A Resolution to appoint and commission Froilan Jose Rodriguez Rodriguez as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

22. **EXECUTIVE SESSION**

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

Special Called Meeting

July 9, 2019

17



**Professional Services Contract between Richland County and
The Community Assistance Provider (CAP)**

WHEREAS, **Richland County** (hereinafter referred to as the County) is participating in a program to provide Federal assistance under the Housing and Community Development Act of 1974 (hereafter referred to as CDBG); and;

WHEREAS, The Community Assistance Provider (CAP) (hereinafter referred to as Subrecipient) requested CDBG funds from the County as a housing developer for the Shakespeare Crossing affordable housing development project, to construct a community center that will serve the 24 unit rental complex expected to benefit up to 50 low to moderate income residents;

WHEREAS, Richland County Council approved the 2019-2020 annual CDBG and Home Investment Partnership budget July 9, 2019, which includes funding for this project.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follows:

Contract Goals: The **Subrecipient** agrees to complete the construction of a community building at Shakespeare Crossing, located at 6315 Shakespeare Road, Columbia, SC 29223. The building size will be 1300 SF and will contain designated spaces for a computer room, office, commercial bathroom, multi-purpose space and a breakroom containing minimal kitchen facilities. (Attachment A) submitted. This effort will happen in conjunction with the construction of eight residential units (5-12) to benefit low to moderate income persons. The funds provided for herein are subject to regulations found at 24 CFR 570.201(e).

1.1 Program Schedule/Contract Period:

1. This Professional Services Contract is made and entered into this _____ day of November 2019.
2. Termination of the Contract will occur automatically upon the expiration of the Contract period, which is _____, 2020; however, either party may terminate this Contract at any time by providing written notification of termination to the other party within fourteen (14) business days of the proposed date of termination.
3. The program schedule agreed to between the **Subrecipient** and the **County** is a timetable representing thresholds to be met. The project is expected to proceed according to the construction timeline provided by the **Subrecipient (Attachment C)**.
4. **Subrecipient** is required to submit monthly performance reports on program/project status and activities through project completion. The monthly report should be received by the County by 15th of each month.
5. CDBG awards may be terminated at any time prior to the award expiration date, due to documented absence of program/project productivity. The **County** will make this determination based upon evidence of insufficient project and/or financial progress, tardiness or non-existent drawdown requests, or other factors as deemed appropriate by the **County**.

1.2 Award: Upon execution of this contract, the **County** agrees to provide to **Subrecipient** Federal

Assistance under the Housing and Community Development Act 1074, known as Community Development Block Grant or CDBG Program, subject to the terms and conditions of this Contract, applicable Laws, regulations and all other Federal and **County** requirements now or hereafter in effect. This Contract is effective with respect to date noted herein. The budgeted amount approved by the **County** and allocated is **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)** for the scope of work described throughout this Contract and by executing this Contract, agrees to award said amount to **Subrecipient**. This Contract cannot exceed this allocated amount without County Council approval.

1.3 **Scope of Work/Conditions:**

Subrecipient, in accordance with the terms of this Contract, shall perform all professional services (obligations, duties, requirements, and responsibilities required for the successful completion of the community building for public use at Shakespeare Crossing and this Contract and attachments provide details of the design submitted by MUNGO Construction, Letter of Request and budget being attached hereto and incorporated herein by reference (**Attachment A, B, C**).

1. **Subrecipient** will perform the work necessary to affirmatively market completed residential units to attract persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability.
2. **Subrecipient** will construct building in accordance with the design plans submitted by Mungo Construction.
3. **Subrecipient** will provide monthly progress reports to the **County**, due on the 15th of each month to include if applicable, budget amendments and detailed construction reports, project, and time delays or potential problems. The monthly progress report will be an evolving document as the project moves forward.
4. The professional services and work tasks will be performed in the manner proposed in **Subrecipient's** Letter of request and Timeline of 210 days (Attachment C) that was received by the **County June 5, 2019**.

1.4 **Budget:** The project budget (**Attachment B**) and sections throughout this Contract show funding sources and uses of funds. The **Subrecipient** shall notify the **County** in writing of any budget revisions.

1.5 **Financial Commitments:** **Subrecipient** using CDBG funds in conjunction with other funding sources must submit executed commitments of all other financial sources to the **County** not later than 90 days from date of execution of this Contract.

1.6 **Prohibited Activities:** The **Subrecipient** is prohibited from using CDBG funds for the following uses:

1. General government expenses except as otherwise specifically authorized under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
2. Political activities, such as lobbying, campaigning, etc.
4. Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible.
5. Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with disabilities, parking, and other public facilities and improvements.
6. Costs charged to local governments for preparation of their audits.

Costs that are not included in the above list MUST be approved by the **County** in writing in advance.

1.7 **Release of Funds:** The **County** will conduct site visits and inspections before approval of all request for payment prior to the release of funds.

The following conditions must be met before requests for funds can be made or funds will be released:

1. Any changes or modifications to project or activities after executing this Contract must be in writing and approved by the **County**.
2. After the **County** receives all approved monthly reports.
3. **Subrecipient** must submit all supporting documentation with the request for payment in order To receive payment. Request for payment should occur every 60 days.

1.8 **Program Limitations:** Program participation is limited to individuals who are determined to be very Low or low to moderate income.

2.1-2.10 Other Federal Requirements

2.1 **General Requirements:** The **Subrecipient** agrees to conform to all federal and state regulatory requirements covered in the following sections 2.1 – 2.10, as well as all other applicable state and federal laws or regulations, whether cited herein or not. The Federal and **County** requirements include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

The award and Contract is made available in conformity with the non-discrimination and equal opportunity requirements set forth in 24 CFR Part 511.10(m), as follows:

1. The requirements of Executive Order 11063, and with Title VI of the Civil Rights Act of 1964, 42 USC2000d as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR1980 Comp., p. 307). The Act prohibits discrimination against individuals on basis of race, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 USC 6101-07, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 USC 794.
3. The nondiscrimination requirements at Section 282 of the Act are applicable.

Nondiscrimination and equal opportunity: *The Fair Housing Act* (42 U.S.C. 3601– 19) and implementing regulations at 24 CFR part 100 *et seq.*; The Act prohibits the discrimination in the sale or rental of housing, the financing of housing or the provisions of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

Title II of the Americans with Disabilities Act of 1990: Requires that State and local governments (1) may not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability; (2) must eliminate unnecessary eligibility standards or rules that deny individuals with disabilities an equal opportunity to enjoy their services, programs or activities unless "necessary" for the provisions of the service, program or activity; (3) are required to make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities, unless a fundamental alteration in the program would result; (4) must furnish auxiliary aids and services when necessary to ensure effective communication, unless an undue burden or fundamental alteration would result; (5) may provide special benefits, beyond those required by the regulation, to individuals with disabilities; (6) may not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters; (7) shall operate their programs so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities.

Architectural Barriers Act of 1968: The ABA requires access to facilities designed, built, altered, or leased with federal funds. CDBG **Subrecipient** is responsible for ensuring compliance with Uniform

Federal Accessibility Standards (UFAS) and compliance with Americans with Disability Act (ADA) when designing, constructing, altering or leasing facilities.

2.2 Workers Compensation

The **Subrecipient** shall carry Worker's Compensation Insurance coverage in accordance with South Carolina Law for all its employees involved in the performance of this Contract. The **Subrecipient** is required to provide documentation of Worker's Compensation Insurance to the **County**.

2.3 Insurance and Bonding

Subrecipient shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, **Subrecipient**, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and **Richland County**, and must have a Best Rating of A-, VII or higher. The **County** shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on **Subrecipient**.

A. Commercial General Liability Insurance

Subrecipient shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage and personal injury. The policy shall include the following:

1. It shall have contractual liability.
2. It shall have a waiver of subrogation in favor of a) Richland County, its officials, employees, agents, leased, and temporary employees and volunteers and b) any other Subcontractor and sub-subcontractors.
3. Richland County, its officials, employees, agents, temporary and leased employees and volunteers shall be endorsed as additional insured's with no special limitations on their additional insured coverage.
4. It shall provide that this policy is primary over any other County insurance or self- insurance.
5. It shall have severability of interest.

B. Professional Liability Insurance

Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.

C. Business Auto Coverage:

Subrecipient shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned, and hired vehicles with a combined single minimum limit of \$1,000,000 per occurrence. Physical damage is at the option of RCFE. The policy shall also include the following:

1. contractual liability insurance
2. a waiver of subrogation against the **County**, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.

D. Workers Compensation and Employers Liability Insurance:

Subrecipient shall maintain worker's compensation and employer's liability insurance in accordance with the laws of the State of South Carolina. "Other States" coverage is not sufficient. Employer's Liability limits shall not be less than \$500,000 each accident / \$500,000 each disease / \$500,000 policy limit. The policy shall contain a waiver of subrogation in favor of Richland County, its officials, employees, agents, temporary, and leased workers and volunteers.

E. Builder's Risk

Subrecipient shall maintain a builder's "all risk" or equivalent policy in the amount of the initial contract price, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.

F. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Subrecipient shall provide the **County** thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change.

G. Certificates of Insurance

Subrecipient shall furnish the **County** at the below address with certified copies of certificates of insurance within five (5) calendar days of date of the notice to proceed. Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder. Certificates shall state the insurance applies to work performed by or behalf of **Subrecipient**. Certificates shall state any retention and identify insurers.

H. Subcontractors

Subrecipient must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of **Subrecipient** or its subcontractors to maintain insurance coverage shall not relieve **Subrecipient** of its contractual obligation or responsibility hereunder.

2.4 Disclosure Requirements

The **County** prohibits **Subrecipient** of Federal funds, whether grants, contracts, or cooperative agreements, from using these funds to lobby to obtain, extend, or modify a Federal award. The regulation is intended to prevent the use of Federal funds for lobbying, and to monitor the lobbying expenditures of Federal funds Participants. Even though the **Subrecipient** of a Federal award is legally the institution, individuals who are employed by the institution are also specifically included in the regulation. The regulation also requires that **Subrecipient** of Federal funds who use non-Federal funds for lobbying purposes report those activities to the awarding agency.

Subrecipient may not use federal funds to influence or attempt to influence any member of the Executive or Legislative branches of government (including any agency employee) for the purpose of securing a grant, contract, or cooperative agreement or an extension, renewal or modification of the foregoing. Charging travel expenses to a Federal award or drawing salary from a Federal award while attempting to influence the awarding of Federal funds for a specific program is defined as lobbying, and is prohibited. **Subrecipient** may neither make such expenditures nor hire paid lobbyists to do so on their behalf.

2.5 Debarred, Suspended, or Ineligible Contractors and Participants; The prohibitions at 2 CFR Part 24 on the use of debarred, suspended, or ineligible contractors and participants, state that, CDBG funded projects may not employ any contractors or subcontractors that have been debarred or suspended from participating in federally funded programs. CDBG **Subrecipient** is responsible for determining

whether they are entering into a covered transaction with an excluded or disqualified person. A listing of debarred contractors can be found on the System for Award Management (SAM) website at <https://www.sam.gov/sam/>. All procured contractors and subcontractors awarded contracts in excess of \$100,000 and all non-procured transactions in excess of \$25,000 must submit the "Debarment Certification Form" certifying that they are not included on the Excluded Parties Listing System and are eligible to participate in federally assisted projects. This extends the coverage of the HUD non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c).

2.6 Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 24 CFR Part 21.

Subrecipient is required to provide a drug-free workplace by taking the following steps. **Subrecipient** and its third party contractors failing to meet these requirements will be subject to penalties:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

2.7 Environmental Review: 24 CFR 92.352

The Subrecipient agrees that the environmental review for this activity will be carried out and assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58. 3. A HUD written approval for release of funds is required PRIOR to release of these contract funds.

No project funds will be advanced, and no costs can be incurred, until an environmental review has been completed for each proposed project site and/or activity as required under 24 CFR Part 58. The **Subrecipient** will submit a Site-Specific Environmental to the **County** (Attachment C), where required by the **County**. The **Subrecipient** will adhere to the conditions of the Environmental Review and provide to the **County** additional documentation of mitigation actions and/or details of project modification if so required.

2.8 Federal Labor Standards: 24 CFR 570.603.

The **Subrecipient** agrees to confirm to all the labor requirements regarding laborers and contracts.

2.9 Prevailing Wage Rates (Construction) Contract Provisions: All contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair including painting and decorating of a public building or public work, or building or work financed in whole or part by federal funds are subject to and must include the labor standards provisions of 29 CFR Part 5.5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.

Davis-Bacon and Related Acts: **Subrecipient** with eight (8) or more CDBG-assisted units under one (1) contract agree to conform to the Davis-Bacon and Related Acts. Davis-Bacon and the related labor acts ensure that mechanics and laborers employed under federally-assisted contracts are paid wages and benefits equal to those that prevail in the locality in which the work is performed. This Act also provides for the withholding of funds when the **Subrecipient** is not in compliance. Apprentices enrolled in bona fide apprenticeship programs are exempt from wage requirements.

The **Subrecipient** agrees to submit any and all Davis-Bacon reports (Certified Payrolls, Employee Interviews Forms, etc.) required by HUD or the **County** on the dates mentioned in this Contract or upon request. The **Subrecipient** also agrees to submit any information requested regarding Department of Labor Standards regulations pertaining to the labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs). The **Subrecipient** agrees that it will conform to the requirements that include but are not limited to the following:

- a. Prevailing Wage Rate Contract(s) must contain the wage provisions, which includes construction and non-construction cost, or housing.
- b. **Subrecipient** will submit payrolls will be submitted weekly to the **County**.
- c. **Subrecipient** will submit payroll compliance statements will be provided with official signature that is original.
- d. **Subrecipient** will identify first and final payroll for the project.
- e. **Subrecipient** will provide payroll(s) to include the following: contractor/subcontractor name, business address, project name and number, week ending date, day and date for each day in the workweek, employee name (employee address and SSN the first time employee shows up on a payroll only), employee work classification, rate of pay, straight/overtime hours worked per day, per week on THIS project, gross wages, deductions from wages, and net pay.
- f. **County** will conduct periodic employee interviews, as deemed appropriate.

Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333): This Act provides that mechanics and laborers employed on federally assisted projects are paid time and one-half for work in excess of forty hours per week, and provides for the payment of liquidated damages when violations of these provisions occur. The Act also addresses safe and healthy working conditions.

Copeland (Anti-Kickback) Act (40 U.S.C. 276c): The Copeland Anti-Kickback Act governs allowable deductions from paychecks. Copeland makes it a criminal offense to coerce anyone employed on a federally assisted project to relinquish compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

Section 110 of the Housing and Community Development Act of 1974: as amended by

Section 955 of the Cranston-Gonzalez National Affordable Housing Act which exempts from the wage rate requirements, individuals that perform services for which the individual volunteered; does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services; and is not otherwise employed at any time in the construction work.

Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.): The Fair Labor Standards Act establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half for the entire time that an employee is required or permitted to work. It also establishes labor standards for children.

Equal Employment Opportunity, Executive Order 11246, implemented in 41 CFR Part 60: Executive Order 11246 prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provisions to effectuate this prohibition must be included in all contracts for capital projects exceeding \$100,000. Implementing regulations may be found in 41 CFR Part 60.

1. The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by this HUD- assisted project and to the greatest extent feasible, the **Subrecipient** will provide employment and training opportunities to low and very low income individuals or Section 3 Business.

2.10 Religious Activities

1. The **Subrecipient** agrees, as directly funded under the CDBG program, not to engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the assistance funded under the CDBG program.
2. The **Subrecipient** also agrees that religious activities such as worship, religious instruction, or proselytization will be offered separately, in time and location and is a voluntary decision of the beneficiary to participate. These separate religious activities cannot be funded by the CDBG program.
3. Religious organizations, in providing CDBG assistance, will not discriminate against program beneficiaries based on religious character, belief or affiliation.
4. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

3.1 – 3.6 Accountability, Financial Management, Recordkeeping

3.1 Accounting Standards

The **Subrecipient** agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal financial controls, and maintain necessary source documentation for all costs incurred.

3.2 Cost Principles

The **Subrecipient** shall administer its program in conformance with OMB Circulars A-122, Cost Principles for Non-Profit Organization as applicable. These principles shall be applied for all costs incurred whether

charged on a direct or indirect basis.

3.3 General Audit Requirements: Audits will be conducted in accordance with 24 CFR 84.26 and 85.26. CDBG **Subrecipient** that expends \$500,000 or more in total federal financial assistance in a year are responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all federal funds received by the entity, and not just the amount in CDBG dollars. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a Federal agency, passed through a state or local government, passed through a non-profit organization, or any combination thereof.

If a **Subrecipient** expends less than \$500,000 per year in federal financial assistance, it is exempt from federal audit requirements. However, the **Subrecipient** must still have records available for review by the **County**.

If a **Subrecipient** has expended more than \$500,000 in a year under *only one federal program*, the **Subrecipient** may elect to have a program-specific audit conducted in lieu of a single audit. (*A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.*) If the **Subrecipient** elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B— Audits - Program-specific audits.

3.4 Recordkeeping Requirements of Section 24 CFR 570.490:

General: Each **Subrecipient** will establish and maintain sufficient records to enable the **County** to determine whether the **Subrecipient** has met project requirements. The **Subrecipient** must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality. HUD and the Comptroller General of the United States, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the **Subrecipient**, in order to make audits, examinations, excerpts, and transcripts. **Subrecipient** agrees to create and/or maintain all of the records outlined in this section.

At a minimum, the following records are needed:

1. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.
2. Records must be kept for each beneficiary assisted that demonstrates their eligibility, proof of class attendance and completion of the program, and proof of supportive services provided. Financial Records 24

Financial Records CFR 570.489:

1. Records identifying the source and application of program income, repayments and recaptured funds.
2. Records demonstrating adequate budget control, including evidence of periodic account reconciliations.

Program Administration Records:

1. Records demonstrating compliance with the written agreements required by 24 CFR 570.503.
2. Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 570.502.
2. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

Records Concerning Other Federal Requirements:

1. Equal Opportunity and Fair Housing Records:
 - a) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.
 - b) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implement Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u). c) Documentation of the actions the **Subrecipient** has taken to affirmatively further fair housing.
2. Affirmative Marketing and Section 3 and MBE/WBE Records:
 - a) Records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 570.601.
 - b) Documentation and data on the steps taken to implement the **Subrecipient** outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid, with CDBG funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
3. Records demonstrating compliance with the environmental review requirements of 24 CFR 570.604 and 24 CFR Part 58, including flood insurance requirements.
4. Records demonstrating compliance with the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, and R of the title: LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.
5. Records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 570.611.
6. Debarment and suspension certifications required by 24 CFR 570.609.

Period of Record Retention:

All records pertaining to each fiscal year must be retained for the most recent five year period, except as provided below.

1. Written agreements must be retained for five years after the agreement terminates.
2. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3.5 Performance Reports:

The **Subrecipient** agrees to submit the performance reports listed according to the prescribed Program Schedule provided in this Contract as found in Addendum A.

3.6 Repayment of Funds:

The **Subrecipient** agrees to the repayment of CDBG funds if funds are invested in a project which is terminated before completion (either voluntarily or involuntarily), or invested in a housing project which

fails to comply with the affordability requirements. The **Subrecipient** also agrees to repay any CDBG funds invested by the **County**, in the event the project fails to comply with the income limit requirements. The **County** reserves the right, with appropriate written documentation, to make this determination.

4.0 **Performance Reviews**

General. The **County** will review the performance of each **Subrecipient** in carrying out its responsibilities under this Contract whenever determined necessary by **County**. In conducting performance reviews, the County will rely primarily on information obtained from the **Subrecipient** and, as appropriate, the **Subrecipient's** records and reports, findings from on-site monitoring, audit reports, and information generated from the IDIS system established by HUD. Where applicable, the **County** may also consider relevant information pertaining to a **Subrecipient's** performance gained from other sources, including citizen comments, complaint determinations, audits and litigation. Reviews to determine compliance with specific requirements of this written agreement will be conducted as necessary, with or without prior notice to the **Subrecipient**. Comprehensive performance reviews under this section will be conducted after notice to the **Subrecipient**.

4.0(a) **Performance Review:**

1. If the **County** determines that a **Subrecipient** has not met a requirement of this section, the **Subrecipient** will be given notice of this determination and an opportunity to demonstrate, within the time prescribed by the **County** (not to exceed 30 days) and on the basis of substantial facts and data, that it has done so.
2. If the **Subrecipient** fails to demonstrate to the **County's** satisfaction that it has met the requirement, the **County** will take corrective or remedial action in accordance with this section.

Corrective and Remedial Actions: Corrective or remedial actions for a performance deficiency or breach of the requirements of this Contract will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its reoccurrence. The **County** may instruct the **Subrecipient** to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency or breach, including:

1. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
2. Establishing and follow a management plan that assigns responsibilities for carrying out the remedial actions;
3. Canceling or revising activities likely to be affected by the performance deficiency, there by de-obligating the CDBG funds for the activities;
4. Repay to the **County** of any amount not used in accordance with this Contract;
5. Suspending the **Subrecipient** from participating in CDBG and other **County** programs for a specific period of time.

4.0(b) **Program Suspension/Debarment:**

Any of the following actions may result in suspension from participating in funding from any of The **County** administered programs for the time specified, but in any case up to a period of one (1) year:

1. Failure to complete a project/development by the completion deadline specified in the Contract And implementation schedule, will disqualify the applicant for a period of one (1) year.

2. Failure to complete or comply with the environmental review requirements as specified by 24 CFR Parts 50 and 58, as amended, will result in the disqualification of the applicant for the period of one (1) year.
3. Providing false or inaccurate certification that a development meets certain standards when, in fact, it does not, will result in the disqualification of the developer and the architect. The **County** will also file a complaint against the architect with the S.C. Department of Labor, Licensing and Regulation.

4.0 (c) Permanent debarment:

1. Any **Subrecipient** who provides false or misleading information to the **County** with regard to a project seeking CDBG funds will be permanently debarred from further participation in the **County's** programs, in any capacity whatsoever, regardless of when such false or misleading information is discovered. Any award allocation obtained on the basis of such false or misleading information shall be void. Each **Subrecipient** shall be given written notice by the Program Director stating the reason for which the sanction of debarment was imposed.
2. Any **Subrecipient** that provides a partnership formation and/or developer agreement, whether written or otherwise, that attempts to circumvent **County** requirements, will be permanently debarred from further participation in the **County** programs, in any capacity whatsoever, regardless of when the violation is discovered.

The County, in its sole discretion, may determine other acts to be infractions of the program that require suspension or debarment.

Funding Sanctions: Following notice and opportunity for consultation, the **County** may withhold, reduce or terminate the assistance where any corrective or remedial actions taken under 24 CFR 570.492 fail to remedy the **Subrecipient's** performance deficiencies, and the deficiencies are sufficiently substantial, in the judgment of **County**, to warrant sanctions.

5.0 Reversion of Assets

Upon expiration of the Contract, the **Subrecipient** must transfer to the **County** any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

- 5.0(a) Incorporation of The Code of Federal Regulations: The **Subrecipient** agrees to comply with all requirements as set forth in the Code of Federal Regulations:

24 CFR Part 870-Community Development Block Grants and
24 CFR Part 58- Environmental Review Procedures (as amended)

This agreement contains specific requirements from the Code of Federal Regulations. However, the failure to include certain other requirements should not be construed as an omission of these requirements. In instances where the County's requirements are more restrictive than the Code of Federal Regulations, the County requirements shall take precedence over the Federal regulations.

6.0 Amendment and Enforcement of the Contract

Process for Amending the Contract: CDBG activities and projects may undergo changes during project implementation which may necessitate changes in scope, schedule or budget. In those cases, the **Subrecipient** will prescribe to the following process for changes to the Contract:

1. The **Subrecipient** shall provide a written request to include the appropriate documentation (i.e. sections of this contract) and identifiers regarding the project.

2. Requests will be reviewed by **County** staff for approval. In certain cases, the scope of the budget or cost change may merit additional underwriting or reviews for cost principle analysis as they relate to HUD's definition of cost reasonableness.
3. If the request is approved, a written amendment will be provided to the **Subrecipient** to be executed to reflect the approved changes to the original executed **Contract**.

Termination of the Contract: In the event that any of the provisions of this Contract are not met or the Subrecipient materially fails to comply with any term of the Contract, the following provisions and remedies for breach will be followed:

1. The **Subrecipient** may be suspended or debarred from participation in CDBG and other **County** programs.
2. The **Subrecipient** may be required to repay the CDBG funds and any other **County** funds invested in the project. The **County**, based upon various factors and documentation, will evaluate and make said determinations at such time, as deemed appropriate.

7.0 Hold Harmless

The **Subrecipient** shall hold harmless, defend and indemnify the **County** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Contract.

8.0 Environmental and Conditions

The **Subrecipient** agrees to comply with all environmental conditions insofar as they apply to the performance of this agreement and under NEPA or National Environmental Protection Agency. These include but not limited to: Clean Air Act, 42 U.S.C; Flood Disaster Protection Act of 1973; Lead Based Paint at 24 CFR 570.608 and 24 CFR Par 35; Subpart B; and Historic Preservation Act of 1966.

9.0 Severability

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of the Contract shall nevertheless be in full force and effect.

10.0 Section Headings and Subheadings

The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

11.0 Waiver

The **County's** failure to act with respect to a breach by the **Subrecipient** does not constitute a waiver of its rights to act with respect to subsequent or similar breaches. The failure of the **County** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12.0 Entire Contract

This Contract constitutes the entire agreement between the **County** and the **Subrecipient** for the award and use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **County** and the **Subrecipient** with respect to this Contract.

Leonardo Brown
Assistant County Administrator

Date

Signature of Authorized Official
Community Assistance Provider

Date

Print Name and Title of Authorized Official

Richland County Attorney

ATTACHMENT A

PROJECT: SHAKESPEARE CROSSING

DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

REQUEST FOR FUNDING FOR COMMUNITY CENTER

COMMUNITY ASSISTANCE PROVIDER.

2800 North Main Street, Columbia, SC 29201

Mailing Address

Post Office Box 2623, Columbia, SC 29202

Telephone / Fax

(803) 771-0050 / (803) 771-0505

June 5, 2019

Jocelyn Jennings
Richland County Community Development
2020 Hampton Street
Suite 3063
Columbia, SC 29204

Dear Ms. Jennings.

Thank you for your continued support of the Shakespeare Crossing Project. We are beginning to seek funding for our community room and a second building. We are requesting funding in amount of \$135,000.00 for the community room at Shakespeare Crossing.

Shakespeare Crossing is part of the master plan area for Trenholm Acres/New Castle Neighborhood Master Plan. We have been able to redevelop 3.78 acres of a blighted mobile home park to a 24 unit affordable housing complex with a community room. The units are energy efficient with energy star appliances, telephone and internet hookups, 15 SEER rated central HVAC, energy efficient double pane insulated windows and low flow water faucets.

Please find attached a copy of a development budget, proforma and plans for the community room and second building to be built. We anticipate once we receive funding, it will take approximately 120 days to complete construction.

We look forward to your positive response.

Respectfully,

Jamie L. Devine
President/CEO

Serving Calhoun, Chester, Clarendon, Fairfield, Georgetown, Kershaw, Lancaster,
Lee, Lexington, Newberry, Orangeburg, Saluda, Sumter, Richland and Williamsburg Counties



4/10/2019

Mr. Jamie Devine
Community Assistance Provider
2800 Main St.
Columbia, SC 29201

Re: Shakespeare Crossing Community Building Proposal

Dear Mr. Devine

Mungo Construction is pleased to provide pricing for the community building in Shakespeare Crossing. Our pricing is per plan and specifications on the bid plans as follows:

Cover page dated 1/16/18
Page A1 dated 1/16/18
Page A2 dated 1/16/18
Page A3 dated 1/16/18
Page A4 dated 1/15/18
Page A5 dated 1/15/18
Page A6 dated 12/03/17
Page A7 dated 12/03/17

Our proposal is limited to the exterior walls of the building, building perimeter grading/landscape/mulch and irrigation. We also include pricing for the approach walkway for the building to the public sidewalk. Retaining walls, public walkways, curbing and asphalt is outside our pricing scope. Without a landscape plan we gave a \$6,000 allowance for trees, bushes, sod and mulch dot a distance of 30ft around building.

Permits/Fees/Insurances	\$2,375.00
Surveying	\$300.00
Grade/Excavate/Trash Removal	\$3,338.00
Foundation w/ Overdig	\$14,900.00
Framing/Windows/Doors	\$20,062.00
Storefront door	\$4,321.00
Roofing	\$3,594.00
Fiber Cement Siding/Gutters/Leaf guard	\$9,720.00
MEP's	\$20,664.00
Insulation	\$1,919.00
Masonry	\$3,900.00
Drywall	\$6,212.00
Paint	\$5,705.00
Trim Carpentry	\$1,938.00
Mirrors and Accessories	\$833.00
Cabinets/Tops	\$1,639.00
Flooring	\$4,890.00
Appliances	\$1,722.00
Landscape Allowance- Trees/Sod/Irrigation	\$6,000.00
Concrete walkway allowance	\$500.00
Cleaning and Punch Out	\$903.00
Contingencies 2%	\$2,181.00
Total	\$117,616.00
6% Overhead	\$7,056.96
2% General Conditions	\$2,352.32
6% Builder Profits	\$7,056.96
TOTAL PROPOSAL	\$134,082.24

Should you have any questions regarding the proposal, please don't hesitate to call us.

Sincerely,



 Mungo Construction LLC

4/10/19

 Date





SHAKESPEARE CROSSING
COMMUNITY BUILDING

DRAWING INDEX

- | | |
|----------------------------------|---|
| COV -COVER SHEET | A4 -FOUNDATION PLAN, TOILET PLAN AND DETAILS |
| C1 -SITE PLAN | A5 -HVAC PLAN AND WALL SECTION |
| A1 -FLOOR PLAN AND ELEVATIONS | A6 -PLUMBING PLAN, SECTION, DETAILS AND SCHEDULES |
| A2 -LIGHTING PLAN AND ELEVATIONS | A7 -PLUMBING WATER AND WASTE PLANS |
| A3 -ROOF PLAN AND FRAMING PLAN | |

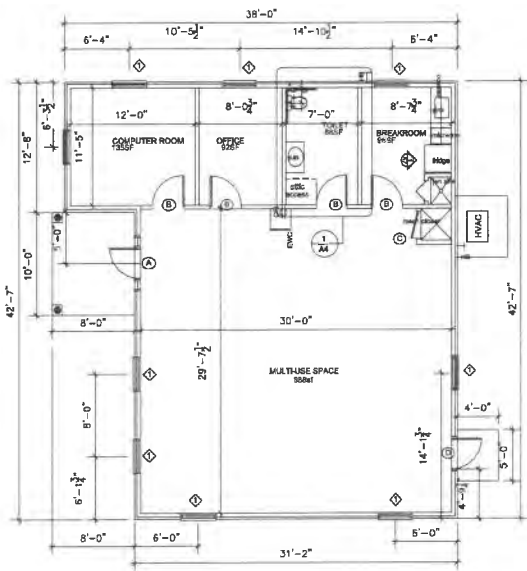
DESIGN

RDS DESIGN
ARCHITECTURE
100 W. WASHINGTON ST.
COLUMBIA, SOUTH CAROLINA 29203
803-447-4977
RDSDESIGN@GMAIL.COM

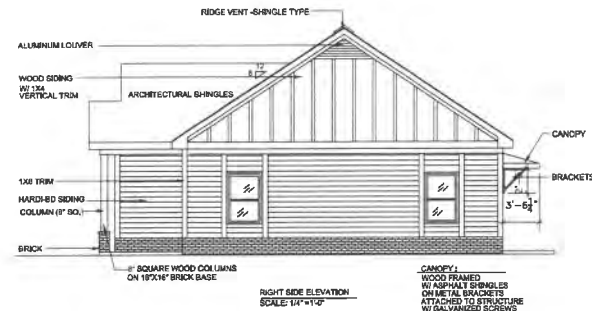
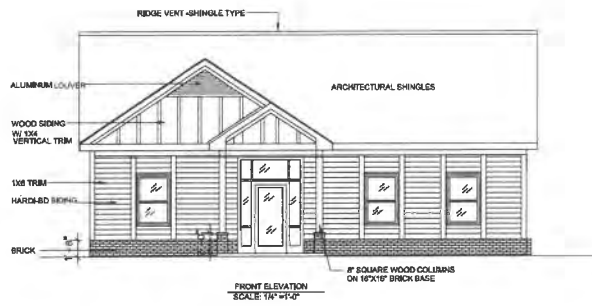
COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
COVER SHEET

DATE: 1/18/18

COV



COMMUNITY BUILDING
 FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 1,320 SF



DESIGN



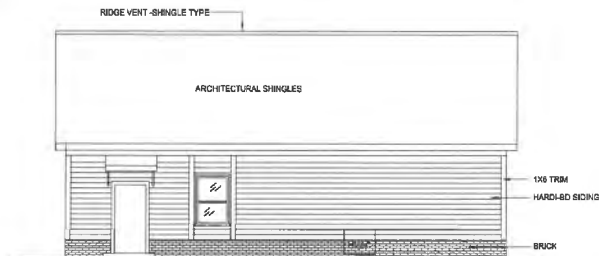
RDS DESIGN ARCHITECTURE
 652 W. 4th St. Ste. 100
 Columbia, SC 29201
 803.799.4400
 rdsdesign.com

RDS DESIGN ARCHITECTURE
 652 W. 4th St. Ste. 100
 Columbia, SC 29201
 803.799.4400
 rdsdesign.com

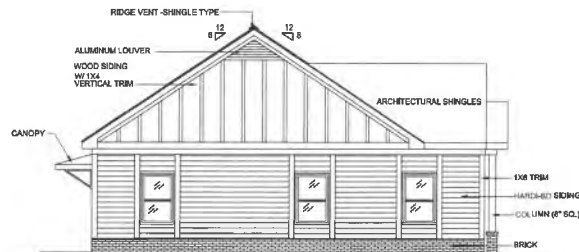
COMMUNITY BUILDING -
 SHAKESPEARE CROSSING
 SHAKESPEARE ROAD
 COLUMBIA, SOUTH CAROLINA
 FLOOR PLAN AND ELEVATIONS

JOHN W. S. JAMES
 ARCH. 1/16/21

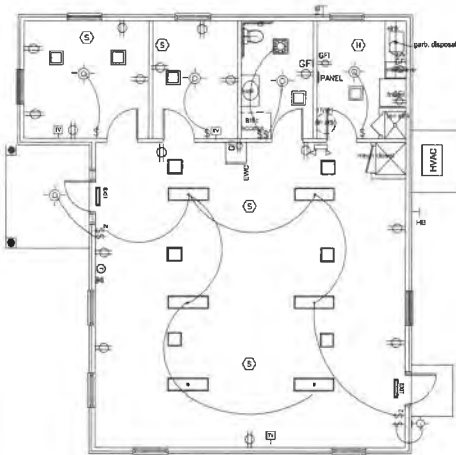
A1



REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



COMMUNITY BUILDING
LIGHTING PLAN
SCALE: 1/4" = 1'-0"

LEGEND OF SYMBOLS

	FLUORESCENT FIXTURE SURFACE MOUNTED
	RECESSED CAN LIGHT FIXTURE
	SURFACE SEMI-LIGHT FIXTURE (OWNER TO SELECT)
	LIGHT FIXTURE - WALL HUNG
	EXIT LIGHT W/ BATTERY BACK-UP & EMERGENCY LIGHTS
	EMERGENCY LIGHT W/ BATTERY
	TELEPHONE OUTLET (VERIFY LOCATIONS W/ OWNER)
	GROUND FAULT PROTECTED OUTLET
	DUPLEX OUTLET 110-VOLT OUTLET
	SMOKE DETECTOR
	2 POLE SWITCH
	2 POLE 2 WAY SWITCH
	THERMOSTAT (VERIFY LOCATIONS)
	EXHAUST FAN
	TELEVISION CABLE OUTLET (VERIFY LOCATIONS W/ OWNER)

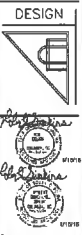
ELECTRICAL CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS & MAKE ANY NECESSARY ADJUSTMENTS.

ALL WORK SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE & ANY OTHER APPLICABLE REGULATIONS OR CODES, AT THE SITE.

ALL SMOKE DETECTORS TO BE HARD-WIRED TO CIRCUIT WITH BATTERY BACKUP.
CONTRACTOR TO LOCATE PHONE, CABLE, ETC. AS PER OWNER'S SPECIFICATIONS.

CODE ANALYSIS:

INTERNATIONAL BUILDING CODE 2015
NFPA 72 EDITION 2009 IBC 2007 ASHRAE 2014 NEC
BUILDING CLASSIFICATION: GROUP A2 - ASSEMBLY
CONSTRUCTION TYPE: TYPE 2B - UNSPRINKLERED
AREA ALLOWED: 6,000 SF ACTUAL AREA: 1,320 SF
HEIGHT ALLOWED: 1 STORES - ACTUAL 1 STORY
OCCUPANT CONTENT:
COMPUTER ROOM - 125/15 = 8
MULTI-USE SPACE - 658/15 = 43
OFFICE/TOILET/BREAKROOM - 278/100 = 3
OCCUPANT CONTENT TOTAL = 72
EGRESS WIDTH PER OCCUPANT = .02/PER = 64" REQUIRED (2 EXITS)
72" PROVIDED
NUMBER OF EXITS REQUIRED = 2, NUMBER PROVIDED = 2
GENERAL NOTES:
NO SPRINKLER REQUIRED.
FIRE ALARM SYSTEM - NOT REQUIRED
SMOKE DETECTORS ARE REQUIRED IN OCCUPIED SPACES
EXIT LIGHT WITH BATTERY BACK-UP - REQUIRED
EMERGENCY LIGHT WITH BATTERY BACK-UP - REQUIRED
ALL EGRESS DOORS SHALL HAVE PANIC HARDWARE PER 1003.3.1.0.
ALL DOORS SHALL MEET H/C REQUIREMENTS - ADA LEVER SET HARDWARE.
PARKING SPACES - EXISTING PROVIDED MEETS LOCAL, CITY & OR COUNTY CODES:
1. PLUMBING SERVICE TO BUILDING IS NEW - MEET CURRENT PLUMBING CODE
2. PROVIDE FIRE EXTINGUISHERS PER REQUIREMENTS OF FIRE MARSHALL
3. NEW ELECTRICAL, MECHANICAL - MEET CURRENT ELECTRICAL/MECHANICAL CODE
4. CONTRACTOR TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE CONSTRUCTION.
CHAPTER 10 - IBC 2015 CODE
ALL WORK IN BATHROOM SHALL COMPLY WITH SECTION 604, A117.1-2009 ACCESSIBILITY CODE

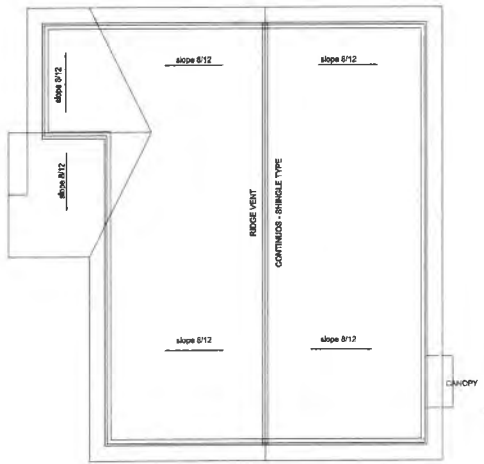


RDS DESIGN ARCHITECTURE
1001 W. 10TH ST. COLUMBIA, SOUTH CAROLINA 29202
803-442-4877
803-442-6244

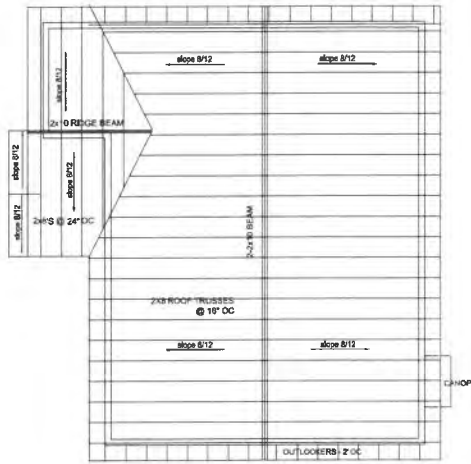
COMMUNITY BUILDING - SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
LIGHTING PLAN AND ELEVATIONS

John D. S. Smith
JDS-LIC-1001

A2



COMMUNITY BUILDING
ROOF PLAN
SCALE: 1/4" = 1'-0"



COMMUNITY BUILDING
ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF SPEC. FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 1: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

SPAN (FEET)	2x4	2x6	2x8	2x10	2x12
1.0	12	18	24	30	36
1.5	10	15	20	25	30
2.0	8	12	16	20	24
2.5	6	9	12	15	18
3.0	4	6	8	10	12

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF SPEC. FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 2: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

SPAN (FEET)	2x4	2x6	2x8	2x10	2x12
1.0	12	18	24	30	36
1.5	10	15	20	25	30
2.0	8	12	16	20	24
2.5	6	9	12	15	18
3.0	4	6	8	10	12

NOTE: SPAN TABLES ARE PROVIDED FOR USE IF SPEC. FRAMING IS DESIRED BY OWNER/BUILDER.

TABLE 3: SPACING (INCHES) vs. SPAN (FEET) for 2x4, 2x6, 2x8, 2x10, 2x12.

SPAN (FEET)	2x4	2x6	2x8	2x10	2x12
1.0	12	18	24	30	36
1.5	10	15	20	25	30
2.0	8	12	16	20	24
2.5	6	9	12	15	18
3.0	4	6	8	10	12

- ROOF FRAMING NOTES:**
- ALL JOISTS TO BE CUT FROM CROWN FACE OF RIGIDWOOD UNLESS OTHERWISE NOTED.
 - ALL ROOF BEAMS, RAFTERS & GABLE RAFTERS ARE TO BE CUT FROM 7" x 10" MIN. S.P.F.
 - ALL RAFTERS AND GABLE RAFTERS TO BE CUT FROM 7" x 8" MIN. S.P.F.
 - ALL JOIST SHALL BE IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AT SITE.
 - ALL ROOF/WALL INTERSECTIONS & VALLEYS TO BE THOROUGHLY FLASHED W/ 2" x 4" MIN. S.P.F.
 - ALL ROOF/WALL INTERSECTIONS & VALLEYS TO BE THOROUGHLY FLASHED W/ 2" x 4" MIN. S.P.F.

- CROSS SECTION NOTES:**
- ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND IRC 2015 CODE.
 - ALL RAFTERS SHOWN ARE TO BE CUT FROM SEE PLAN, NO. 2, S.P.F. OR GREATER.
 - CONTRACTOR TO PROVIDE ALL NAIL BRACKETS NECESSARY TO MEET ALL APPLICABLE CODES AT SITE.
 - ALL ROOF/WALL INTERSECTIONS & VALLEYS TO BE THOROUGHLY FLASHED W/ 2" x 4" MIN. S.P.F.
 - ALL CEILING JOISTS TO BE METRIC 2x4 S.P.F. OR GREATER.
 - ALL CEILING JOISTS TO BE METRIC 2x4 S.P.F. OR GREATER.
 - ALL BEAM SIZES TO BE METRIC BY CONTRACTOR FOR SPAN DEFLECTION.
 - ALL SITE BUILT BEAMS TO HAVE 3/4" PLYWOOD BETWEEN EACH 2" x 4" GLUED AND NAILLED.
 - CONTRACTOR TO VERIFY ALL LUMBER SIZES AND SPACING TO MEET ALL LOCAL AND NATIONAL CODES APPLICABLE @ SITE.

- ROOF DRAINAGE NOTES:**
- ALL ROOF DRAINAGE TO BE VERIFIED WITH CONTRACTOR.
 - PROVIDE ALL FLASHING NECESSARY FOR WATERWEAPING.

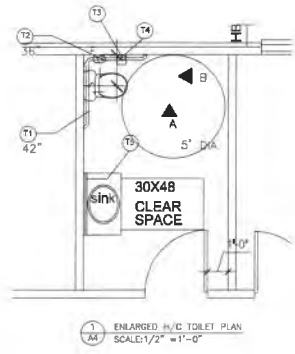
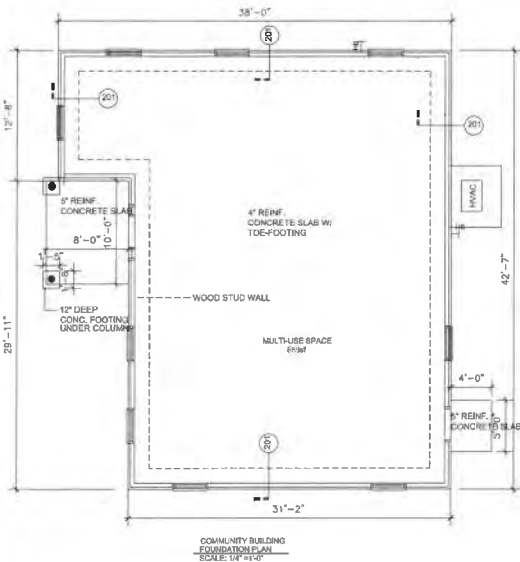


RDS DESIGN
ARCHITECT
181 ANNEBOURNE CT
COLUMBIA, SOUTH CAROLINA 29223
803.733.8888
RDSDESIGN.COM

COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
ROOF PLAN AND FRAMING PLAN

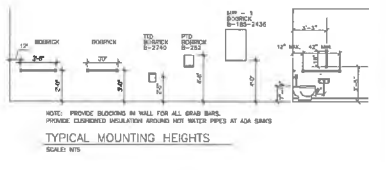
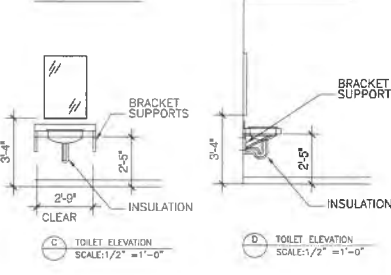
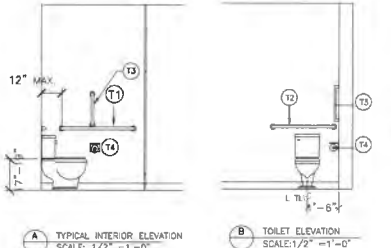
J. RDS, P.E., A. RDS, P.E.
RDS, INC.

A3

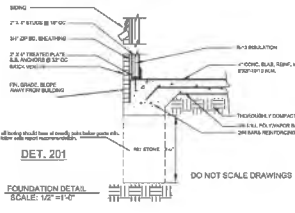


TOILET ACCESSORY SCHEDULE

T1	-- 42" GRAB BAR (BOBRICK - S-5606 x 42)
T2	-- 36" GRAB BAR (BOBRICK - S-6606 x 36)
T3	-- 18" VERTICAL GRAB BAR (BOBRICK)
T4	-- SINGLE ROLL TOILET TISSUE DISPENSER (BOBRICK - 9-)
T5	-- CHANNEL FRAMED MIRROR-TILED ADA (24 x 36)



- GENERAL FOUNDATION NOTES:**
- FOUNDATION SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
 - CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS WITH FOUNDATION PLAN AND MAKE NECESSARY ADJUSTMENTS.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE AT SITE.
 - ALL FOUNDATION DETAILS ARE TYPICAL. SOME VARIATIONS MAY OCCUR. CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS AT SITE.
 - CONTRACTOR TO PROPERLY SLOPE PORCHES AWAY FROM RESIDENCE FOR PROPER DRAINAGE.
 - ALL CONCRETE TO BE 4" (2500 psi MIN.) SLABS REINFORCED W/ #4 @ 18" O.C. FILL WITH COMPACTED FILL (90% PROCTOR).
- FOUNDATION DESIGN NOTES:**
- CONTRACTOR SHALL INSTALL FOUNDATIONS AND PREP SOIL AS PER RECOMMENDATIONS IN KSL PRECONSTRUCTION DRAWING ANALYSIS DATED JULY 23, 2016, PAGE 5, 6 AND 7, AND SOIL REPORT BY GSP Engineering (Geotechnical) DATED FEB. 23, 2016



DESIGN

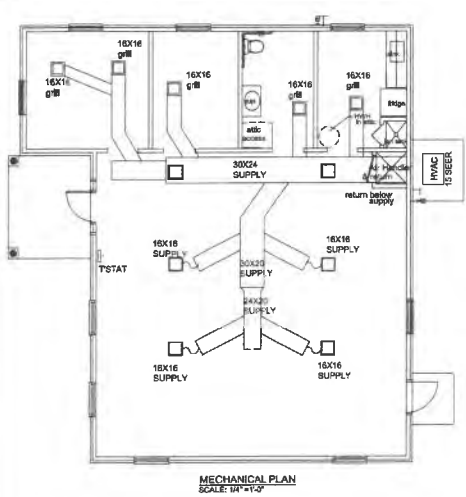
RDS DESIGN ARCHITECTURE
851 BRADDOCK CT. COLUMBIA, SC 29223
803-544-1497
RDSDESIGNARCH.COM

COMMUNITY BUILDING - SHAKESPEARE CROSSING
COLUMBIA, SOUTH CAROLINA

FOUNDATION PLAN, TOILET PLAN AND DETAILS

APPROVED BY: S. BRIDGES
DATE: 1/13/18

A4

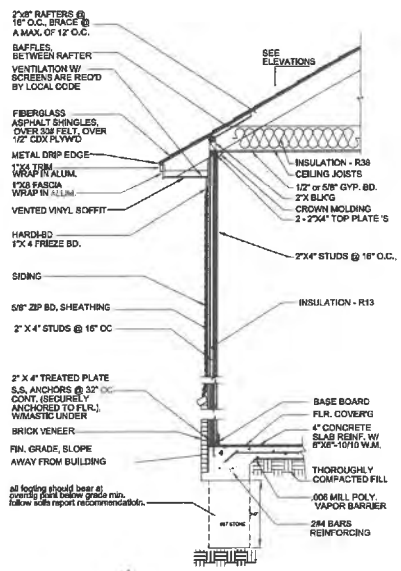


MECHANICAL PLAN
SCALE: 1/4" = 1'-0"

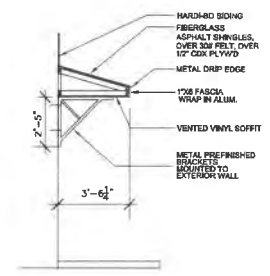
HVAC Fixture Schedule

M1	Mech. Unit	VARIABLE SPEED HEAT PUMP SPLIT AIR CONDITIONING SYSTEM ELECTRIC - 2.5 TON
		Mfg: Goodman, Trane, Bryant or York model: 15 SEER MIN., Energy Star

3/4" aluminum main trunk line, 1/2" branch line than 1/2" branch line.
All mechanical work shall meet 2015 IBC.



TYPICAL WALL SECTION
SCALE: 1/2" = 1'-0"



TYPICAL DETAIL
SCALE: 1/2" = 1'-0"

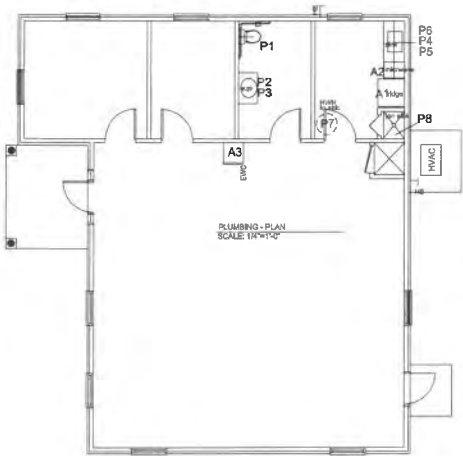
DESIGN

RDS DESIGN ARCHITECTURE
1000 W. SOUTH COLUMBIA, SUITE 100
COLUMBIA, SOUTH CAROLINA 29223
803-733-4400
RDS@RDSARCH.COM

COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
HVAC PLAN AND WALL SECTION

DATE: 08.14.2014
REV: 1/1/14

A5

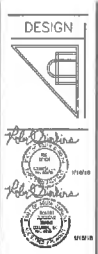
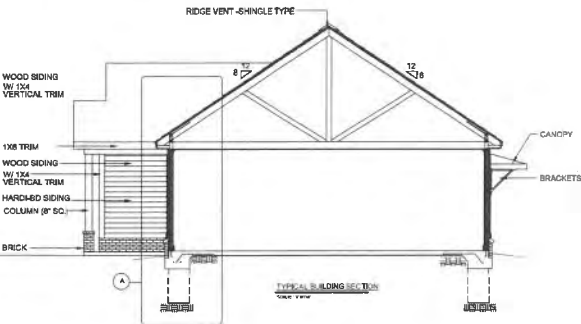
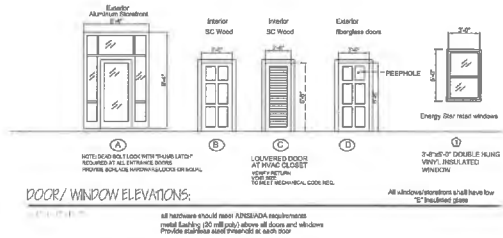


Plumbing Fixture Schedule				CW	HW	W	V
P1	ADA Toilet	Kohler Comfort height elongated highline complete 1.1 GPF white	1/2"	-	4"	2"	
P2	ADA Sink	Oval - Kohler 21" model k-3879, Wellworth class 5 flushing system-ADA comfort height	1/2"	1/2"	2"	1 1/2"	
P3	ADA Faucet	Della 601, single lever handle traditional chrome - ADA					
P4	Kitchen Sink	Kohler- Cadencia 33X22X8- 6'10" top mounted	1/2"	1/2"	2"	1 1/2"	
P5	Kitchen faucet	Kohler- Chateau low arc chrome - 2 handle low Arc - ADA					
P6	Garbage disp.	BADGER 1/2 hp - provide power and all connections					
P7	HWH	Korotron - Energy Miser electric - 30 Gal Energy Star High efficiency unit, ENERGY STAR (U.S.) PROGRAM, see specs.	3/4"	3/4"	2"		
P8	JAN. SINK	ACORN- MOP SINK 24X24X12- TGF2424 OR EQUAL	1/2"	1/2"	2"	2"	
APPLIANCE SCHEDULE							
A1	REFRIGERATOR	GE-ENERGY STAR 24.7 CU. FT. SIDE BY SIDE - STAINLESS STEEL W/ICE MAKER					CW-ICE MAKER
A2	MICROWAVE	GE-ENERGY STAR - 1200 WATT MICROWAVE- UNDER CABINET					
A3	Water Cooler	ADA H/O WATER COOLER-ELKWAY-VRGRF8R OR EQUAL					

The each sink vent and toilet vent into a 4" PVC vent thru roof. Flush and roof boots for all roof penetrations. The each sink and toilet has new 4" secondary lines for each unit. Tie-in to main sewer line. Contractor shall provide all required fittings, piping, and insulation of all offsets and/or changes in elevation. Contractor shall field verify all inverts in existing utilities prior to start of construction. Contractor shall place the HWH on a drain pan that meets latest International Plumbing codes. Contractor shall plumb the hot water recirculator TSP valve to outside of building for disposal point of discharge. Contractor will plumb drain pan under HWH and tie-in to sanitary sewer system for drainage.

ROOM/NAME	FLOOR	WALL FINISH	CEILING		UPPER TERM	COURT/ETOP	COMMENTS
			FINISH	HEIGHT			
FROST PORCH 1	CONCRETE	Brk/Slab	same as ceiling	8'-0"	-	-	
MUD-USE SPACE	CONCRETE	4"X 4" W/SL	Paint	8'-0"	5 1/2" DOWN	-	
COMPUTER ROOM	CONCRETE	4"X 4" W/SL	Paint	8'-0"	5 1/2" DOWN	-	
OFFICE	CONCRETE	4"X 4" W/SL	Paint	8'-0"	5 1/2" DOWN	-	
TOLLET	Brk/Slab	4"X 4" W/SL	Paint	8'-0"	5 1/2" DOWN	LAMINATE	
BROODROOM	LAMINATE	4"X 4" W/SL	Paint	8'-0"	5 1/2" DOWN	LAMINATE	

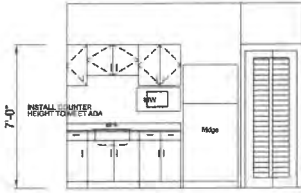
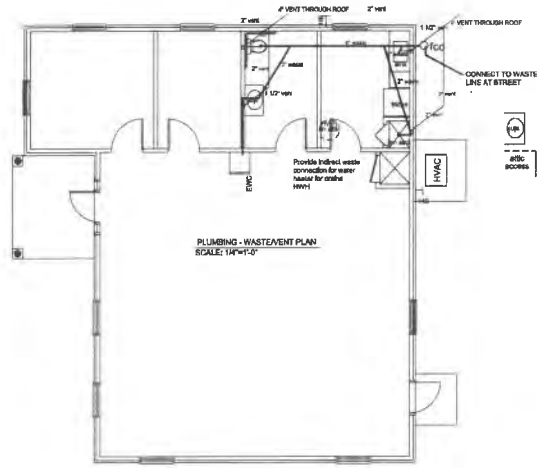
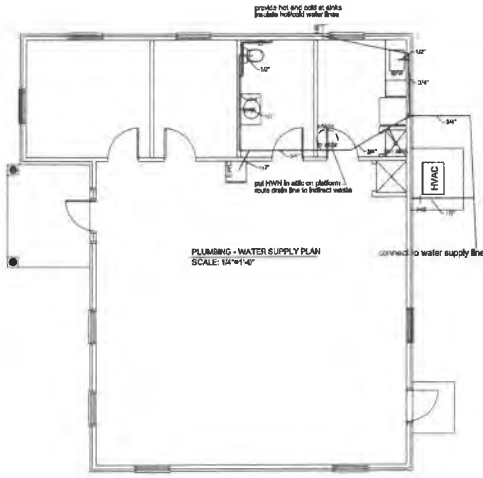
OWNER TO SELECT THE PAINT AND GARNISH COLOR/TEXTURE FROM SAMPLES. OWNER TO SELECT PAINT COLOR - BETWEEN WALLS OF ROOM.



RDS DESIGN ARCHITECTURE
 431 WINDSOR CT. COLUMBIA, SC 29203
 803-441-4877
 info@rdsdesign.com

COMMUNITY BUILDING - SHAKESPEARE CROSSING
 SHAKESPEARE ROAD
 COLUMBIA, SOUTH CAROLINA
 PLUMBING PLAN, DETAILS AND SCHEDULES

DATE: 12/24/2022



TYPICAL INTERIOR CABINET ELEVATION
SCALE: 1/2"=1'-0"

DESIGN




RDS DESIGN
ARCHITECTURE
COLUMBIA, SOUTH CAROLINA 29203
www.rdsdesign.com

COMMUNITY BUILDING -
SHAKESPEARE CROSSING
SHAKESPEARE ROAD
COLUMBIA, SOUTH CAROLINA
PLUMBING PLANS

DATE: 11/11/2014
BY: JRM/MSJ

A7

ATTACHMENT B

PROJECT: SHAKESPEARE CROSSING

DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

BUDGET

Sources and Uses and Development Budget -- Rental Projects

All input fields are indicated by shading

Project Name: Shakespeare 2

Date (mm/dd/yy): 03/17/19

Member Institution:

Application #: 2

Development Cost Per Unit: \$35,563

Total Units: 4

221d3 per unit limit: #DIV/0!

Tax Credit Sales Price, if Applicable: \$0.00 expressed as cents per dollar (\$.75)

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Financing Fees:		Direct Subsidy				HOME		
Construction Interest						DBG			\$0
Origination Fee									\$0
Fees									\$0
Other:									\$0
Subtotal, financing fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Hard Costs:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Acquisition	\$0			\$0					\$0
Construction	\$135,000	\$0		\$0	\$0	\$135,000	\$0		\$0
Hard Cost Contingency 3.70%	\$5,000		\$5,000			\$0			\$0
Other:	\$0		\$0		\$0	\$0			\$0
Subtotal, hard Costs	\$140,000	\$0	\$5,000	\$0	\$0	\$135,000	\$0	\$0	\$0

Soft Costs:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Architect	\$0					\$0			\$0
Appraisal	\$0					\$0			\$0
Environmental									\$0
Engineering	\$0					\$0			\$0
Permits									\$0
Insurance	\$0					\$0			\$0
Inspection Fee									\$0
Inspections	\$0					\$0			\$0
Loan Closing									\$0
Survey									\$0
Risk/Liability Insurance									\$0
Legal	\$0					\$0			\$0
Construction Management									\$0
Permanent Loan Fee									\$0
Title/Escrow Fees	\$0					\$0			\$0
Relocation expenses									\$0
*Furnishings AHP cannot be used									\$0
Replacement Reserve									\$0
*Operating Reserve AHP cannot be used	\$1,000		\$1,000						\$0
Debt Service Reserves									\$0
Tax Credit Fees									\$0
Accounting - Cost Cert.									\$0
Consultant: AHP									\$0
Consultant									\$0
Rent up - Marketing	\$0								\$0
Soft Cost Contingency 0.00%								\$0	\$0
Other: 1st Yr Taxes	\$1,250		\$1,250						\$0
Subtotal, Soft Cost	\$2,250	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0

Other:	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
Developer Fee 0.00%	\$0		\$0	\$0	\$0	\$0			\$0
Syndication Costs - Legal									\$0
Syndication Costs - Accounting									\$0
Syndication Costs - Consultant									\$0
Other:									\$0
Subtotal other Costs:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals Sources & Uses	\$142,250	\$0	\$7,250	\$0	\$0	\$135,000	\$0	\$0	\$0

Loan, grant, or equity?(enter L, G or E)	G	G	L	L	
Soft or hard debt?(enter S or H)	H	H	H	H	
Term of financing (yrs)?	20	0		5	Transfer this total to Pro-Forma
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)	20	0	30	20	
Initial rate?	0.00%	0.00%	0.00%	5.00%	
Fees					
Other charges					
Annual debt service (year 1)? (calc for hard debt only)	\$0	\$0	\$0	\$0	\$0

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

Sources and Uses and Development Budget -- Rental Projects

All input fields are indicated by shading

Project Name: Shakespeare 2

Date (mm/dd/yy): 03/17/19

Member Institution:

Application #: 2

Development Cost Per Unit: \$35,563

Total Units: 4

221d3 per unit limit: #DIV/0!

Tax Credit Sales Price, if Applicable: \$0.00 expressed as cents per dollar (\$.75)

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Financing Fees:		Direct Subsidy				HOME		
Construction Interest									\$0
Origination Fee									\$0
Fees									\$0
Other:									\$0
Subtotal, financing fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Hard Costs:								
Acquisition	\$0			\$0					\$0
Construction	\$135,000	\$0		\$0	\$0	\$135,000	\$0		\$0
Hard Cost Contingency 3.70%	\$5,000		\$5,000			\$0			\$0
Other:	\$0		\$0		\$0	\$0			\$0
Subtotal, hard Costs	\$140,000	\$0	\$5,000	\$0	\$0	\$135,000	\$0	\$0	\$0

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Soft Costs:								
Architect	\$0					\$0			\$0
Appraisal	\$0					\$0			\$0
Environmental									\$0
Engineering	\$0					\$0			\$0
Permits									\$0
Insurance	\$0					\$0			\$0
Inspection Fee									\$0
Inspections	\$0					\$0			\$0
Loan Closing									\$0
Survey									\$0
Risk/Liability Insurance									\$0
Legal	\$0					\$0			\$0
Construction Management									\$0
Permanent Loan Fee									\$0
Title/Escrow Fees	\$0					\$0			\$0
Relocation expenses									\$0
*Furnishings AHP cannot be used									\$0
Replacement Reserve									\$0
*Operating Reserve AHP cannot be used	\$1,000		\$1,000						\$0
Debt Service Reserves									\$0
Tax Credit Fees									\$0
Accounting - Cost Cert.									\$0
Consultant: AHP									\$0
Consultant									\$0
Rent up - Marketing	\$0								\$0
Soft Cost Contingency 0.00%								\$0	\$0
Other:									\$0
1st Yr Taxes	\$1,250		\$1,250						\$0
Subtotal, Soft Cost	\$2,250	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source	Source Richland Co	Source	Source Bank Loan	(Should equal Zero)
	Other:								
Developer Fee 0.00%	\$0		\$0	\$0	\$0	\$0			\$0
Syndication Costs - Legal									\$0
Syndication Costs - Accounting									\$0
Syndication Costs - Consultant									\$0
Other:									\$0
Subtotal other Costs:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals Sources & Uses	\$142,250	\$0	\$7,250	\$0	\$0	\$135,000	\$0	\$0	\$0

Loan, grant, or equity?(enter L, G or E)	G	G	L	L					
Soft or hard debt?(enter S or H)	H	H	H	H					
Term of financing (yrs)?	20	0		5					
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)	20	0	30	20					
Initial rate?	0.00%	0.00%	0.00%	5.00%					
Fees									
Other charges									
Annual debt service (year 1)? (calc for hard debt only)	\$0	\$0	\$0	\$0					\$0

Transfer this total to Pro-Forma

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

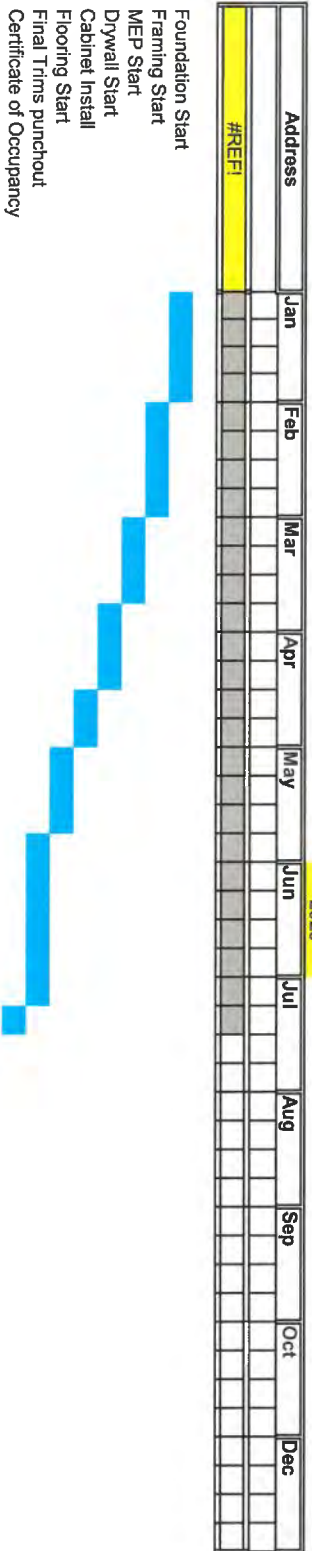
ATTACHMENT C

PROJECT: SHAKESPEARE CROSSING

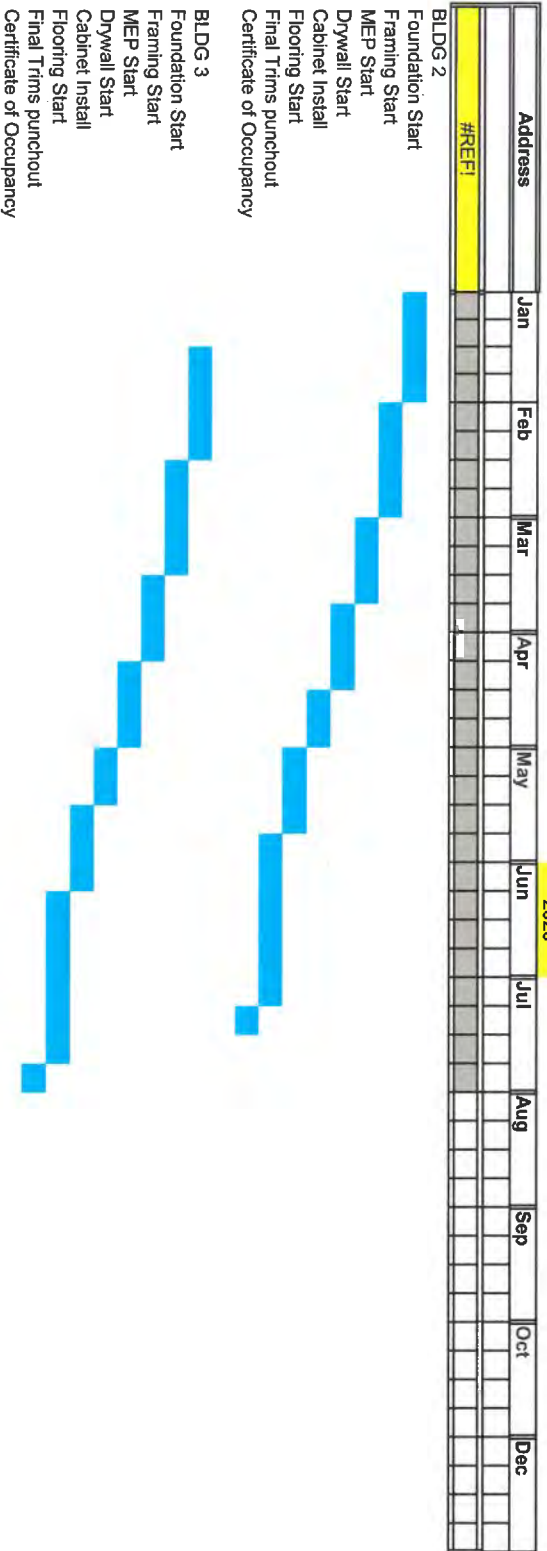
DEVELOPER/SUBRECEPIENT: COMMUNITY ASSISTANCE PROVIDER

CONSTRUCTION CENTER TIMELINE

Mungo Construction LLC
 Shakespeare Crossing
PROJECTED
 Community Room



Mungo Construction LLC
 Shakespeare Crossing
PROJECTED
 Quad Buildings



**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Manager, Procurement Division
Department: Finance
Date Prepared: January 10, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 16, 2020
Budget Review	James Hayes via email	Date:	
Finance Review	Stacey Hamm via email	Date:	January 17, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	SE Sewer and Water Project award of Division 3 & 4		

Recommended Action:

Staff recommends approval of the award of a construction contract for Divisions 3 and 4 of the SE Sewer and Water Project to TCO Construction, Inc. and Stutts & Williams, LLC respectively contingent on the appropriation of bond funds.

Motion Requested:

Move to approve staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding will be provided through Utilities System Revenue Bonds not to exceed \$35,000,000. The County Council approved the revenue bond on December 3, 2019. The proposed sale date is February 5, 2020, with closing expected on February 20, 2020.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

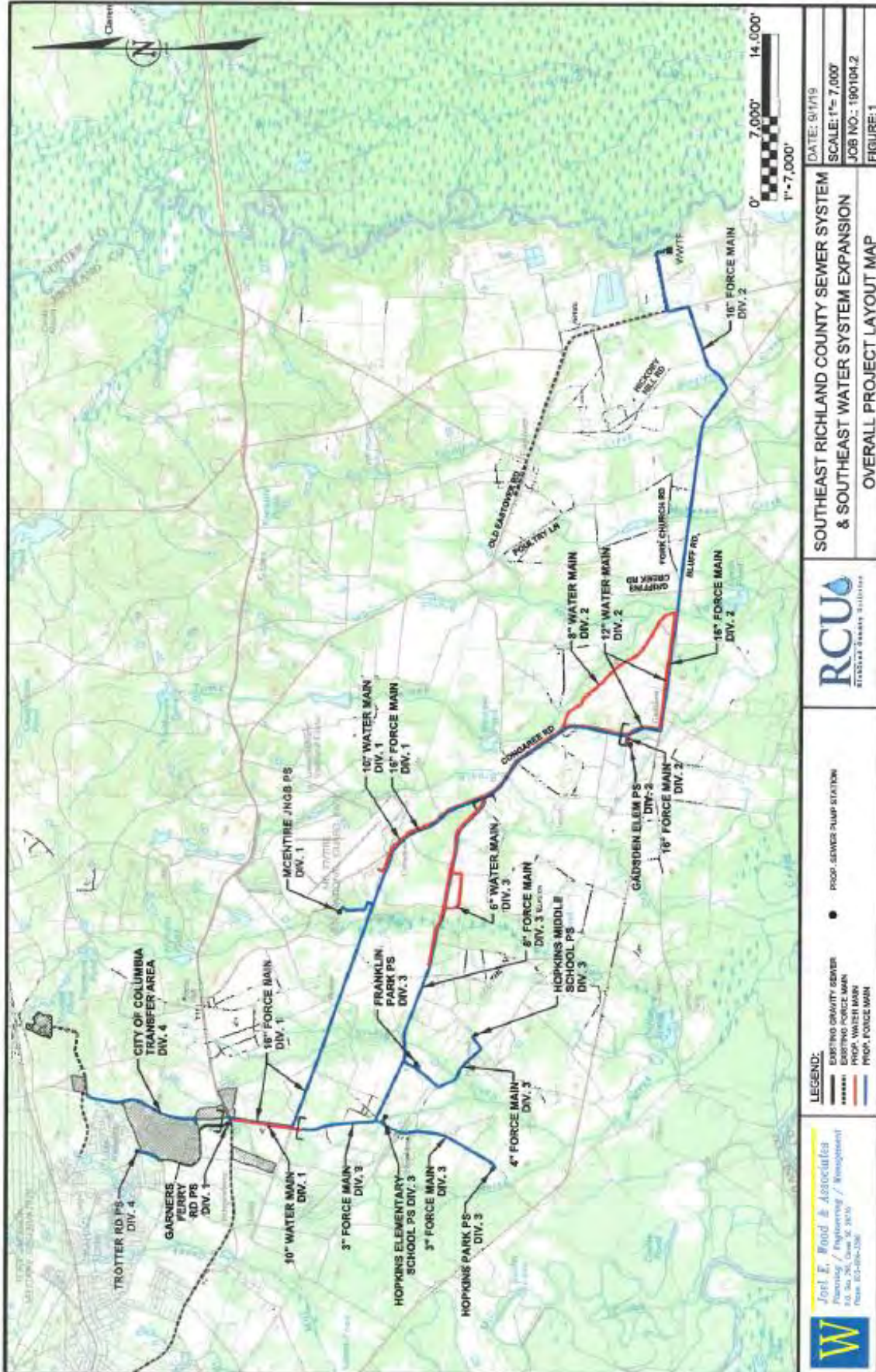
This project is necessary to provide access to public sewer service to existing residences, small businesses, government offices, and churches in the southeast area of Richland County that do not currently have access to a public sewer system. In addition, the project will provide access to public sewer service of up to five (5) existing private wastewater treatment facilities to connect to the system and eliminate their current discharges. Consequently, to re-direct existing wastewater flows from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) that currently flow to the City of Columbia into the County system per the Intergovernmental Agreement signed on September 23, 2019.

Procurement issued a solicitation for bids for construction on October 11, 2019. A mandatory pre-bid was held on October 22, 2019 at the Decker Center which was attended by over 30 prime contractors and subcontractors. The bid was divided into four divisions, to be awarded individually. Seven contractors submitted bids which were opened on November 13, 2019. There were three (3) bids for Division I, four (4) bids for Division II, one (1) bid for Division III, and one (1) bid for Division IV. Divisions 1 & 2 only were presented to Council for approval at its Special Called meeting on December 17, 2019.

The estimate for the construction of Division 3 and 4 was significantly greater than the engineering estimates. Therefore, staff reissued a request for bids for the two divisions on November 27, 2019. Division 3 bids were let on January 3, 2020. There were five submittals, and TCO Construction Inc. was the lowest, responsive, responsible bidder with a bid of \$5,822,022.04. Division 4 bids were let on January 6, 2020. There were five submittals with Stutts & Williams LLC being the lowest, responsive & responsible bidder with a bid of \$2,393,964.00. Attached is the breakdown of the bid tabulation by division. The bids received from the two companies are lower than the engineering cost estimate.

Attachments:

1. SE Sewer & Water Map
2. Bid Tabulation by Division
3. Engineer's Recommendation



Submitted Bids				
Business	Opened at	Status	Bid Total	Signed by
Complete Utilities, LLC	2020-01-03 19:03:50 UTC	Responsive	\$7,003,319.50	Rusty Elvington
TCO Construction Inc.	2020-01-03 19:02:07 UTC	Responsive	\$5,822,022.04	Bobby Newman
Stutts & Williams, LLC	2020-01-03 19:06:29 UTC	Responsive	\$8,121,336.00	Joey Williams
McClam & Associates, Inc.	2020-01-03 19:04:45 UTC	Responsive	\$8,273,259.90	Scott Nolff
Digging Deep Construction	2020-01-03 19:05:09 UTC	Responsive	\$6,389,897.00	Richard Goff

RC-294-B-2020 Southeast Water Sewer Division IV

Submitted Bids

Business	Opened at	Status	Bid Total	Signed by
Complete Utilities, LLC	2020-01-06 19:02:05 UTC	Responsive	\$2,538,752.00	Rusty Elvington
Stutts & Williams, LLC	2020-01-06 19:08:34 UTC	Responsive	\$2,393,964.00	Joey Williams
TCO Construction Inc.	2020-01-06 19:01:03 UTC	Responsive	\$2,493,934.14	Bobby Newman
Digging Deep Construction	2020-01-06 19:03:09 UTC	Responsive	\$2,605,119.50	Richard Goff
McClam & Associates, Inc.	2020-01-06 19:02:47 UTC	Responsive	\$2,440,054.50	Scott Nolff



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

Main Office2160 Filbert Highway
York, SC 29745P.O. Box 296
Clover, SC 29710Tel.: (803) 684-3390
Fax.: (803) 628-2891Kings Mountain, NC104 N. Dilling St.
Kings Mountain, NC
28086P.O. Box 296
Clover, SC 29710Tel.: (704) 739-2565
Fax.: (704) 739-2565

January 9, 2020

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-293-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT DIV. 3**

Dear Ms. Wladischkin:

On January 3, 2020 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 3 for the above referenced project to TCO Construction, Inc. for \$5,822,022.04 for Division 3. The total bid for Division 3 is below the "Engineer's Estimate". The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

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

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

Attch.
CC. RCU



January 9, 2020

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

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

Ms. Jennifer Wladischkin, CPPM
Procurement Manager
Richland County Government
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-294-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT DIV. 4**

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

Dear Ms. Wladischkin:

On January 6, 2020 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 4 for the above referenced project to Stutts & Williams, LLC for \$2,393,964.00 for Division 4. The total bid for Division 4 is in accordance with the "Engineer's Estimate" for the Division. The recommendation to award is contingent upon availability of funds for the project.

Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

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

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

Attch.
CC. RCU

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Synithia Williams, Manager, Stormwater Division
Department: Public Works
Date Prepared: December 02, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 28, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 28, 2020
Approved for Council consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM
Committee	Administration & Finance		
Subject:	Storm Drainage Maintenance Service Contract		

Recommended Action:

Staff recommends awarding the contract for storm drainage maintenance services to Naturchem.

Motion Requested:

Move to approve to approve the staff recommendation to award storm drainage maintenance services to NaturChem.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Department of Public Works Stormwater Management Division budgets up to \$200,000 annually for drainage maintenance services. Account 1208302200-527200 (Special Contracts) has funds allocated for these services.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Office of Procurement & Contracting solicited proposals for the annual maintenance and repair of Richland County owned detention ponds, ditches, water quality units, and curb screens. Proposals had to demonstrate the company's ability to properly maintain and repair detention ponds, clean and cut back select county maintained ditches to mitigate the risk of flooding downstream, and remove accumulated sediment and debris from water quality units and curb screens. Due to the specialized nature required for maintenance of stormwater management features and to ensure compliance with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, an outside firm performs these services.

Four companies submitted proposals for consideration. An evaluation panel comprised of staff from the Department of Public Works Stormwater Management Division, Engineering Division, and the Community Development and Planning Department's Conservation Division independently reviewed and scored the proposals based on the company's qualifications, capabilities, previous experience, and availability. NaturChem was the highest ranked Offeror.

Attachments:

1. Consolidated Evaluations

Consolidated Evaluations					
Evaluation Criteria RC-227-P-2020 Stormwater Drainage Ditch Maintenance	Maximum Points	R + R Stormwater Management	NaturChem	Browns Grounds	DeAngelo Brothers
Technical Proposal	15				
Evaluator 1		12	13	10	13
Evaluator 2		15	15	8	15
Evaluator 3		13	14	10	14
Evaluator 4		13	15	10	15
	60	53	57	38	57
Qualifications & Capability	35				
Evaluator 1		15	20	15	15
Evaluator 2		10	30	17	35
Evaluator 3		33	34	25	35
Evaluator 4		33	35	35	33
	140	91	119	92	118
Previous Experience	35				
Evaluator 1		20	25	10	15
Evaluator 2		30	35	25	35
Evaluator 3		33	35	30	34
Evaluator 4		35	35	25	35
	140	118	130	90	119
Location	15				
Evaluator 1		10	13	10	10
Evaluator 2		10	15	12	12
Evaluator 3		12	14	8	13
Evaluator 4		12	14	10	12
	60	44	56	40	47
Cost	10				
Evaluator 1		9	9	5	10
Evaluator 2		9	9	5	10
Evaluator 3		9	9	5	10
Evaluator 4		9	9	5	10
	40	36	36	20	40
GRANDTOTAL	440	342	398	280	381

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

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

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

Recommended Action:

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

Motion Requested:

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

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no financial impact associated with this request.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

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

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

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

Appendices listed per South Carolina Codes Council are listed below

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

Attachments:

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



2018 South Carolina Code Adoptions

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

The adopted modifications and the mandatory codes are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 6-82. Adopted.

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

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

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

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

Sec. 6-113. Purpose.

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

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

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

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

Sec. 6-125. Purpose.

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

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

Sec. 6-126. Adopted.

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

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

Sec. 6-139. Purpose.

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

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

Sec. 6-140. Adopted.

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

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

Sec. 6-153. Purpose.

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

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

Sec. 6-154. Adopted.

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

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

Sec. 6-96. Purpose.

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

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

Sec. 6-97. Adopted.

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

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

Sec. 6-168. Adoption and requirements.

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

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

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

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

Sec. 6-182. Adopted.

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____

Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2020

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

DRAFT

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

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

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

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

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

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

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

Sec. 6-82. Adopted.

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

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

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

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

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

Sec. 6-113. Purpose.

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

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2020

Michelle Onley

Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

DRAFT

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee

Prepared by: Michael A. Byrd, Director

Department: Emergency Services

Date Prepared: January 27, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	January 31, 2020
Budget Review	Jams Hayes via email	Date:	January 31, 2020
Finance Review	Stacey Hamm via email	Date:	January 31, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval of Annual DHEC EMS Grant		

Recommended Action:

Staff recommends approval of the annual DHEC EMS Grant-in-Aid for paramedic student tuitions to increase the number of paramedics in our workforce.

Motion Requested:

Move to approve the DHEC EMS Grant-in-Aid of \$28,124.81 with a match of \$1,546.86 coming from the Non-Departmental Grant Match account.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is a cash match of \$1,546.86 required. Funding is available in the Non-Departmental Grant Match account.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:


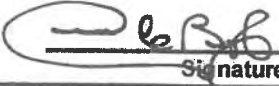
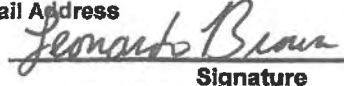
Annually, DHEC provides a grant program for EMS agencies. Richland County EMS will use the grant for training. Grant funds cannot replace existing funds. The grant requires a cash match of \$1,546.86, Funding is available in the Non-Departmental grant match account.

Due to the shortage of paramedics, EMS uses the grant to pay paramedic tuition at the SC Midlands Region Paramedic Training Program. EMS has previously informed Council of the paramedic shortage through EMS reports and Council updates.

RCEMS is sending 17 EMT's to the paramedic class, all of whom have completed the required Anatomy & Physiology course and were evaluated for critical thinking skills prior to admission. The tuition is \$5,250 per student. The DHEC grant will pay for five (5) complete tuitions and one (1) partial tuition. Through budgeted funds, EMS will fund 11 full tuitions; the remaining balance of the partial tuition will be funded by the grant.

Attachments:

1. Grant attachment

	Emergency Medical Services Community EMS Assistance Program		
1. <u>Richland</u> County	2. <u>2-Oct-19</u> Date of Application		
3. Grant Project Period: From: <u>July 1, 2019</u> To: <u>June 30, 2020</u>		4. 1 Year <input checked="" type="checkbox"/> 2 Year <input type="checkbox"/>	
5. State Funds Requested \$ <u>28,124.81</u>		Source of Local Funds	
Total Local Cash \$ <u>1,546.86</u>		<input checked="" type="checkbox"/> County <input type="checkbox"/> Community <input type="checkbox"/> Private	
Total Project Cash \$ <u>29,671.67</u>			
6. Ambulance Service:			
<u>Richland County EMS</u> Name	<u>1410 Laurens Street, Columbia, SC 29204</u> Mailing Address	<u>803-576-3400</u> Telephone	
<u>byrd.michael@richlandcountysc.gov</u> E-Mail Address			
<u>Michael A. Byrd</u> Director / Chief / Name		 Signature	
7. County Authorization:			
Choice of Funding Formula			
The county has chosen a local formula for distribution of monies among the ambulance service and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached. If yes, initial here: <u>MB</u>		The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service. If yes, initial here: _____	
I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the application to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS assistance through this grant program.			
8. Authorizing Official			
<u>Richland</u> County	<u>Leonardo Brown</u> Name	<u>County Administrator</u> Title	
<u>2020 Hampton Street</u> Street	<u>Columbia SC</u> City	<u>29204</u> Zip	<u>803-576-2050</u> Telephone
<u>Brown.Leonardo@richlandcountysc.gov</u> Email Address			
 Signature		<u>10/9/19</u> Date	

EVALUATION SHEET

List: 1. Goals to be accomplished. 2. Proposed Measures to Evaluate Success in Implementing and Meeting Goals.

Paramedic Student Goals & Measures

GOAL:

To have all RCEMS paramedic students successfully complete the Anatomy & Physiology course, all course requirements to include all modular testing, end of course testing, in addition to successfully passing the National Registry exam for state certification by December 2020.

MEASURES:

- Paramedic students will be required to attend all classes unless excused by their Instructor & Supervisor beforehand.
- Paramedic students will be required to attend all Instructor lead study classes.
- Each paramedic student will be assigned a mentor throughout the length of the course.
- Mentors will review the modular objectives with their paramedic students prior to each modular exam.
- The Modular Exam results will be reviewed by RCEMS Training Officer to determine if additional study/review is warranted.
- Mentors will assist their paramedic students with the FISDAP process to ensure timely and accurate processing of required information.
- Mentors will ensure that their paramedic students are meeting their required Clinical / Ride Time objectives in a timely manner.
- All Paramedic students will have the direct contact number of the Training Officer as a resource for any concerns regarding their paramedic study.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: James Hayes, Director
Department: Budget and Grants Management
Date Prepared: February 10, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Increase FY20 Budget Allocation – Central Midlands Council of Governments		

Recommended Action:

This action was initiated at the request of Council Chair Paul Livingston. Staff will respond accordingly to the will of the body.

Motion Requested:

1. Move that the FY20 Budget allocation to Central Midlands Council of Government be increased from its approved amount of \$178,432 to the actual requested amount of \$189,298.; or,
2. Move to deny the increase.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact as staff will use funds available in the Non-Departmental budget key. This will not require a Budget Amendment as staff has identified funds within the current budget.

Motion of Origin:

There is no associated Council motion of origin; however, the matter was brought forward at the request of the Council Chair.

Council Member	Paul Livingston
Meeting	n/a
Date	n/a

Discussion:

During Biennium Budget II process, the Central Midlands Council of Governments (CMCOG) requested funding in the amount of \$189,298 from Richland County.

Due to budget constraints at the time, staff recommended a budget neutral allocation of the amount awarded during Biennium Budget I which was \$178,432. Staff recommended a budget neutral allocation for all C&S Agencies.

The CMCOG is requesting its allocation be adjusted to the requested amount because it is the actual amount of the regional dues for Richland County. It also includes a 3% increase as part of a 15% increase over 5 years. Richland County currently has an agreement with the CMCOG.

Attachments:

1. May 09, 2000 Council Minutes – Approval of the Amendment to the CMCOG agreement
2. Amendment to the CMCOG agreement
3. CMCOG FY20 Budget Request

**Richland County Council
Regular Session
May 9, 2000
Page Seven**

Maintenance of the Bluff Road Facility Housing and Energy Plant

The committee recommended the renewal of the contract with W.B. Guimarin & Company in the amount of \$78,984.00. The vote in favor was unanimous.

Amendment to Central Midlands' Creating Agreement

The committee recommended that Council approve the amendment establishing ex-officio membership by the legislative delegation. The vote in favor was unanimous.

"Project Harvey" Procurement

The committee recommended that Council authorize the Procurement Department to enter into contracts with the lowest responsible bidder, contingent upon the State's approval of the necessary additional funds. The vote in favor was unanimous.

Haskell Heights Sewer Project

Mr. McEachern stated the committee recommended approving \$49,700.00 in grant matching funds for Phase II of this project.

Mr. Morris requested past minutes on this particular issue.

A discussion took place.

Mr. Morris moved, seconded by Mr. McEachern, to place this item in next year's budget. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

Mr. Livingston recommended for staff to advertise for vacancies on the following boards and commissions:

Accommodations Tax Advisory Committee
Board of Assessment Appeals
Community Relations Council
East Richland Public Service
JTPA Private Industry Council (PIC)
Richland Memorial Hospital

Mr. Morris requested a list of applicants ineligible to re-run.

The vote in favor was unanimous.

CITIZEN'S INPUT

The following persons spoke during Citizen's Input:

- Ms. Mary Louise Carter, Dutch Fork area, spoke regarding an ordinance passed in 1998; asking reconsideration of towers.
- Mr. Robert Parnell spoke regarding zoning ordinances.
- Ms. Tara Linton spoke regarding Olympia redevelopment.

**AN AGREEMENT TO AMEND THE AGREEMENT CREATING
THE CENTRAL MIDLANDS REGIONAL PLANNING COUNCIL
AND TO RENAME THE COUNCIL AS
THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
AND TO FURTHER AMEND THE AGREEMENT AS PROVIDED HEREIN**

WHEREAS, the Central Midlands Regional Planning Council was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members; and

WHEREAS, a Council of Governments is a service arm of its members whereby the member governments can better meet service needs in a more cost effective and efficient manner; and

WHEREAS, the Members of the Central Midlands Regional Planning Council desire to amend the agreement creating the Council; and

NOW, THEREFORE, pursuant to South Carolina Act Number 363 of 1971, as amended by Act Number 382 of 1986, Act Number 364 of 1992, and Act Number 145 of 1995, the parties hereto agree to amend the agreement creating the Central Midlands Regional Planning Council to rename the Council as the Central Midlands Council of Governments, and to further amend the agreement as provided herein.

ARTICLE I – DECLARATION OF FINDINGS, PURPOSE, AND AMENDMENT

The governing bodies of the signatories to this agreement find that entry into this amended agreement is a valid exercise of their governmental powers and in the interest of their constituents.

The governing bodies of the signatories to this agreement declare that the purpose of this agreement is to: (1) amend the agreement creating the Council; (2) rename the Council; (3) continue the existing Council with its existing powers, duties, rights, and responsibilities unless otherwise provided herein; and (4) authorize the Council to contract with a joint agency to manage the joint administration of functions, joint exercise of powers, and the sharing of the costs thereof jointly undertaken by counties, incorporated municipalities, and other political subdivisions pursuant to an agreement between the governing bodies of the same as authorized by Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Accordingly, the governing bodies of the signatories to this agreement do hereby amend the agreement creating the Central Midlands Regional Planning Council, renaming it as the Central Midlands Council of Governments with the powers, duties, and responsibilities hereinafter set forth.

ARTICLE II – DEFINITIONS

Unless otherwise indicated herein, the following terms as used in this agreement shall have the meanings set forth below:

Authorization act: a duly adopted resolution or ordinance by the governing body of a member, non-member county, non-member incorporated municipality, or other non-member political subdivision, whichever is appropriate under the particular governing body's rules.

Board: the governing Board of the Council, comprised of all representatives from all Council members.

Calendar year: January 1 through December 31.

Council: the Central Midlands Council of Governments

Elected official: an elected individual serving on a member's governing body.

Fiscal year: July 1 through June 30.

Governing body: the body of elected or appointed officials that governs a county, incorporated municipality, or other political subdivision as provided by South Carolina law.

Joint agency: two or more counties, incorporated municipalities, or other political subdivisions who, by "joint agency agreement," undertake to jointly administer functions, exercise powers, and share the costs thereof.

Joint agency agreement: an agreement between two or more counties, incorporated municipalities, or other political subdivisions creating a "joint agency" pursuant to Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Jurisdiction: (a) the Council's jurisdiction is the area lying within the boundaries of Fairfield County, Lexington County, Newberry County, and Richland County, South Carolina, together with that portion of Batesburg-Leesville, South Carolina that lies within Saluda County, South Carolina; (b) a county's jurisdiction is that area lying within its boundaries, excluding the jurisdiction of any member municipality lying within the county; and (c) a municipality's jurisdiction is that area lying within its boundaries.

Member: a county or incorporated municipality that has ratified this agreement as provided herein and is providing general fiscal support to the Council as provided herein.

Municipality: an incorporated municipality.

Person: any governmental or non-governmental entity that is not a member of the Council, including but not limited to: any federal, state, or local government, including any political subdivision or agency thereof; any public or semi-public agency; any private, public, or semi-public corporation, foundation, association, partnership, or similar entity; and any natural person or persons.

Population: the number of people residing within the specified jurisdiction as established by the latest census by the United States Bureau of Census, including any special census.

ARTICLE III – MEMBERSHIP AND REPRESENTATION

A. MEMBERSHIP OF THE COUNCIL

1. Generally

- a. All counties within the Council's jurisdiction, and all municipalities within the Council's jurisdiction having a population of 2500 or more, are eligible for membership in the Council.
- b. The eligible counties and municipalities in the Council's jurisdiction which have ratified this agreement as provided herein and are participating in the general fiscal support of the Council as provided herein shall be members.
- c. Each member shall be entitled to representation on the Board of the Council as set forth in Article III(B-D).
- d. A resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the Council with these members serving ex-officio, but no member is required to serve pursuant to such selection. If a county has no resident member of the General Assembly, then the county in question shall select a member of the General Assembly who represents some or all of the county in question to serve ex-officio.
- e. A member of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), may be appointed by their organization as a voting member. The member shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/ Committee as it relates to transportation related items.

2. Addition of new members

- a. Any non-member municipality in the Council's jurisdiction which has or attains a population of 2500 or more shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act.
- b. Upon execution of this agreement by a new member as provided in Article III(A)(2)(a) or III(A)(3)(b), the Board shall forthwith give notice to the new

member as provided in Article III(A)(2)(c) and shall revise this agreement as provided in Article IX(B).

- c. The Board's notice to the new member shall include: (1) the new member's pro-rata share of general fiscal support funds to be furnished to the Council for the remainder of the Council's fiscal year and payment schedule for this support; (2) the number and type of Board representatives to be appointed by the new member's governing body; and (3) any additional information deemed appropriate by the Board.

3. Termination of Membership

- a. The membership of any county or municipality shall cease as provided in Article VI(C) upon its failure to provide general fiscal support as provided in Article VI(A-B).
- b. Any municipality's membership on the Council shall immediately cease and the terms of its representatives shall immediately expire upon any of the following events: (1) its population falls below 2500; (2) it is dissolved as an incorporated municipality; or (3) it consolidates with another municipality; *provided* if a member municipality consolidates with a member or non-member municipality, the consolidated municipality shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act; *and provided further* if a municipality's membership is terminated due to its population falling below 2500, it shall have the right to appoint an advisory representative to the Council as provided in Article IV.
- c. Upon the termination of any member's membership, the Board shall revise this agreement as provided in Article IX(B).

B. NUMBER OF REPRESENTATIVES

1. Every member shall have at least one representative on the Board. Each member having a population over 20,000 shall have one additional representative for each additional population of 20,000 or fraction thereof above 20,000. The unincorporated areas of a member county, and the non-member municipalities within a member county, shall be represented by the member county's representatives. The regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), shall be represented by one representative from their organization.
2. The representative from any member having only one representative to the Board shall be an elected official, except for the representative of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority). Recognizing the statutory requirement of having a majority of elected officials on the Board, the members who make more than one appointment will maintain at least the following number of elected official representatives: Fairfield County—two elected officials; Lexington County—six elected officials; Newberry County—one elected official; Richland County—six elected officials; and City of Columbia—three elected officials. The administrator or manager of any member having a population of more than 20,000 may serve as one of the member's minimum number of elected official representatives; *provided that*, upon such appointment of an administrator or manager, the governing body shall at the same time designate an elected official to replace the manager or administrator upon the conditions set forth in Article III(C)(6).

3. Based upon the current population of the members listed in Addendum A to this agreement, representation on the Board shall be as set forth in Addendum A, but nothing shall preclude any member from appointing more than the minimum number of elected officials as representatives to the Board.
4. Recognizing the desirability of having minorities represented on the Board, the members who appoint more than one representative shall achieve and maintain the following minimum levels of minority representation: Fairfield County—at least one minority member; Lexington County—at least two minority members; Newberry County—at least one minority member; Richland County—at least four minority members; and City of Columbia—at least three minority members. The minority members may be elected officials or citizen appointees. The foregoing minority representation must be maintained as vacancies occur in the member's representation.

C. APPOINTMENT, SERVICE AND TERMS

1. The representatives to the Board shall be appointed by the governing body of the member. Representatives may be appointed to succeed themselves.
2. The term of elected official representatives shall be co-terminus with the term of their elected office. They may be reappointed or replaced in accordance with the rules of the member's governing body.
3. The terms of representatives who are not elected officials shall be in accordance with the rules of the member's governing body. In the absence of such rules, their term shall be three years or until replaced or reappointed. They shall serve until their successors are appointed.
4. If a vacancy in Board representation of a member shall occur for any reason, the vacancy shall be filled for the duration of the unexpired term in the same manner as the original appointment.
5. The prohibition against dual-office holding in Article VI of the South Carolina Constitution does not apply to any elected or appointed official or employee serving as a representative on the Board.
6. If for any reason the number of elected official representatives on the Board shall fall below a majority, the terms of all manager or administrator representatives appointed under Article III(A)(2) to serve as one of the member's minimum number of elected officials shall cease and the elected official designated by the member's governing body under Article III(A)(2) shall be the representative of the member upon receipt of the written notice set forth below.
 - a. The Chairman shall give immediate written notice to the member's governing body of the change in representation set forth above and the reason therefor.
 - b. The designated elected official shall continue to serve as the member's representative to the Board until such time as the elected official majority on the Board is re-established.
 - c. Upon re-establishment of the elected official majority on the Board, the Chairman shall give immediate written notice to the member's governing body,

whereupon the administrator or manager may resume representation of the member upon written notice to that effect by the member to the Board.

D. COMPENSATION AND REIMBURSEMENT

1. No representative shall receive any compensation for their service on the Board.
2. Any representative may be reimbursed from the Council's funds for any reasonable expenses incurred in connection with authorized activities on behalf of the council

ARTICLE IV — ADVISORY REPRESENTATIVES

A. WHO MAY APPOINT

1. The governing body of a non-member municipality within the Council's jurisdiction that has a population of less than 2500, including a municipality whose membership on the Council was terminated under Article III(A)(3)(b) due to its population falling below 2500, may appoint an elected official to serve as an advisory representative to the Board.

B. SCOPE OF REPRESENTATION

1. Advisory representatives shall not vote on matters before the Board.
2. Advisory representatives shall not serve as an officer of the Council, nor shall they serve on the Executive Committee of the Council, but advisory representatives may serve on the Council's Advisory Committees as set forth in Article V(A)(4).
3. The provisions of Article III(C)(2), III(C)(4), III(C)(5) and III(D) apply to advisory representatives.
4. The entity appointing an advisory representative is not required to contribute to the financial support of the Council.

ARTICLE V — OFFICERS, BYLAWS, MEETINGS, RECORDS

A. ELECTION OF OFFICERS AND ADOPTION OF BYLAWS AND PROCEDURES

1. The Board shall elect from its membership a Chairman and Vice-Chairman. The Board shall elect a Secretary-Treasurer who may be a staff employee of the Council. In any given year, the Chairman and Vice-Chairman shall not be representatives of the same member.
2. The Board shall adopt bylaws, rules of procedure, and rules of the conduct of its business, including provision for meetings, hearings and notice thereof.

3. The bylaws shall provide for the annual appointment of an Executive Committee consisting of the Chairman, Vice-Chairman, at least two representatives from each county, and at least two representatives from each member municipality having a population over 20,000. The Executive Committee will also include one (1) representative for the urban communities and one (1) for the rural communities appointed by the Chairman. The county representatives on the Executive Committee may be a member county's representative or the representative from a member municipality located within the county. The majority of the Executive Committee members shall be elected officials. The powers and duties of the Executive Committee shall be set forth in the bylaws of the Council.
4. The bylaws of the Council may provide for the appointment of Advisory Committees. The members of such advisory committees may be drawn from the community at large as well as from the member representatives and non-member advisory representatives on the Council.

B. MEETINGS AND RECORDS

1. The Board shall hold regular meetings at places and dates to be determined by the Chairman; *provided* that the Board shall meet at least once every three months. All meetings at which official actions are taken shall be open to the public.
2. Special Board meetings maybe called by the Chairman on his own initiative and must be called by him upon request of twenty percent or more of the Board representatives.
3. All representatives and advisory representatives to the Council shall be notified in writing of the time and place of meetings.
4. The Board shall keep a record of its attendance at meetings, recommendations, transactions, findings and determinations. This record shall be a public record.

ARTICLE VI — GENERAL FISCAL SUPPORT FROM MEMBERS

A. GENERAL FISCAL SUPPORT

1. The governing body of each member shall provide general fiscal support to the Council by payment of funds as calculated herein.
2. General fiscal support is to be used for regional and multi-jurisdiction planning programs, coordination and other services affecting the members.
3. If the general fiscal support to be provided by the governing bodies of the members is greater than is necessary for the Council's annual budget, the amount to be provided by each member shall be reduced pro-rata, and the governing body of each member

shall be notified accordingly.

B. COMPUTATION AND PAYMENT OF GENERAL FISCAL SUPPORT

1. Based on the population within each member's jurisdiction, an annual general fiscal support per capita assessment will be approved by the Board in January and requested of the members effective July 1st of the same calendar year for use by the Council in the fiscal year beginning on July 1st.
2. The governing body of each member shall, on or before the first day of each quarter of the Council's fiscal year, furnish twenty-five percent of the total general fiscal support to be provided by it during such fiscal year.
3. If the governing body of any member shall not have adopted its own operating budget by July 1 of such fiscal year, it shall immediately upon adoption of said budget furnish the amounts then due to the Council under the provisions of this Article.

C. TERMINATION OF FISCAL SUPPORT

1. No governing body of any member shall terminate its general fiscal support of the Council except at the end of a fiscal year and only upon having given the Board formal written notice on or before April 1st that it will not provide general fiscal support during the next fiscal year.
2. If any member terminates its general fiscal support of the Council, or otherwise fails to pay its share of the general fiscal support as provided in this Article: It shall thereupon cease to be a member; the terms of office of all its representatives on the Council shall thereupon expire; its appointees to any advisory or other committees shall cease to serve on the committee; and the receipt of services from the Council shall thereupon cease.
3. If membership in the Council is terminated as provided in Article VI(C)(2), the Council shall complete any existing, independent, and separate contractual obligations to the terminated member, provided the terminated member also completes its corresponding contractual obligations to the Council.
4. If membership in the Council is terminated as provided in Article VI(C)(2), the Board shall revise this agreement as provided in Article XI(B).

D. ADDITIONAL FUNDS FROM MEMBERS

1. The governing body of any member may provide general support funds to the Council in excess of the amount provided in Article VI(B).
2. Any payment of excess general support funds during any fiscal year shall not reduce or otherwise affect the member's obligation to provide general fiscal support funds as provided in Article VI(B) in the next fiscal year.

ARTICLE VII — FINANCES GENERALLY

A. BOOKS, ACCOUNTS AND ANNUAL REPORTS

1. The Council shall keep books of account which shall be independently audited after the

completion of each fiscal year.

2. A copy of the auditor's report and a copy of the annual report of activities shall be provided to the governing body of each member after presentation to the Board.

B. OTHER FUNDING SOURCES

1. The Board is hereby authorized to accept general support funds from any person.
2. The Board is hereby authorized to accept funds and revenue derived from contracts with, sales of products to, or sales of services to members and any other person.

C. ANNUAL BUDGET AND WORK PROGRAM

1. The annual budget and work program shall include all funds available to the Council, including but not limited to: general fiscal support funds from members; general support funds from other funding sources; contract or other revenues from all sources; loans; grants; funds provided for any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B); and any other funds from any other source.
2. The work program shall cover all categories of work and activities to be undertaken by the Council, including but not limited to: services, planning; studies; operation of programs; and Council support activities. It shall also include any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B).

D. USE OF FUNDS

1. The Council is authorized to use its funds to employ professional staff, consultants, clerical and other assistants and other employees; to obtain office space; to procure equipment, materials and supplies; and to acquire other real or personal property necessary for its functions and operations.
2. The Council is authorized to use its funds for other purposes as the Board shall determine to be necessary and proper in carrying out the functions of the Council within the budget and work program approved by the Board, including the exercise of the Council's general powers as set forth in Article VIII(A).
3. The Council is authorized to use its funds as necessary for the performance of contracts with, sales of products to, or sales of services to members or other persons.
4. If funds provided to the Council are for a specified purpose or subject to a limitation on use, the funds shall be used in accordance therewith.

E. DISPOSAL OF ASSETS

1. In the event the Council is abolished or dissolved, any assets remaining after the payment of obligations shall be distributed among the then existing members on a pro rata basis in proportion to their contributions to General Fiscal Support during the fiscal year of the abolishment or dissolution of the Council.

ARTICLE VIII — POWERS

A. GENERAL POWERS

1. The Council shall have the power to continue performing the same general functions and providing the same general services as previously provided and performed by the Central Midlands Regional Planning Council prior to the ratification of this amended agreement.
2. The Council shall have the power to perform the general functions and provide the general services set forth below as deemed appropriate by the Board and in the interest of the Council's members:
 - a. Study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution control, utilities, planning, development, and such other matters as the common interests of the members may dictate.
 - b. Prepare studies, make recommendations, carry out planning activities, and develop programs on such matters as the common interests of the members may dictate.
 - c. Coordinate and promote cooperative programs and actions, with and among, the members and other persons.
 - d. Provide technical assistance and information to the members and other persons.
3. The Council shall have the power to acquire, hold title to, and dispose of real and personal property necessary to the conduct of its business, including the power to obtain insurance to protect against damage to and loss of the real and personal property owned or used by the Council.
4. The Council shall have the power to cooperate with, contract with, and accept and expend funds from any member or other person, including the power to accept and expend funds as set forth in Article VII(D) of this agreement.
5. The Council may participate in or utilize the services of any program or service available from any person, including but not limited to participation in the South Carolina State Retirement System and use of any services available from the South Carolina Budget and Control Board (including the Division of General Services).

B. POWER TO CONTRACT WITH JOINT AGENCY TO MANAGE JOINT UNDERTAKING

1. Pursuant to the powers conferred upon the Council by South Carolina Act Number 363 of 1971, as codified in Sections 140(2), 140(4), and 150 of Title 6, Chapter 7 of the South Carolina Code, and upon approval by the Board, the Council may contract with a joint agency to manage the joint undertaking by the joint agency.
2. The Board shall not contract with the joint agency unless: (a) a certified copy of the joint agency agreement is submitted to it for its review; (b) the submitted joint agency agreement is accompanied by a certified copy of an authorization act by the governing body of each signatory to the joint agency agreement; (c) the contract between the Council and the joint agency includes provisions for fully funding the Council's management of the joint undertaking; and (d) the governing body of each signatory to the joint agency agreement submits an authorization act approving the contract

between the Council and the joint agency.

3. The Council may contract with a joint agency comprised of: (a) two or more members; (b) one or more members and one or more non-member counties, non-member municipalities, or other non-member political subdivisions; or (c) two or more non-member counties, non-member municipalities, or other non-member political subdivisions; *provided* that if any signatory to the joint agency agreement is located outside the Council's jurisdiction, the Council shall not contract with the joint agency to manage the joint undertaking *unless* a member is also a signatory to the joint agency agreement.

C. GENERAL LIMITATION ON POWERS

1. The Council is a joint public agency existing for non-profit and public purposes, exclusively for public benefit, and its property is public property.
2. The Council has no power to pass laws, levy taxes, or pledge the good faith and credit of its members.
3. Any contract entered into by the Council shall include an acknowledgment by the other party of the foregoing limitations on the Council's powers.

ARTICLE IX — AMENDMENTS

A. AMENDMENT OF TERMS OF AGREEMENT — GENERALLY

1. The Board may propose amendments to this agreement and submit the proposed amended agreement to the governing bodies of the members for approval.
2. Proposed amendments to the agreement shall become effective upon ratification and execution by the governing bodies of the members which contain at least eighty percent of the population within the Council's jurisdiction. Ratification shall be by an authorization act, and execution shall be by the person authorized to sign the amended agreement on behalf of the governing body as provided in the authorization act ratifying the amended agreement. A certified copy of the authorization act shall be delivered to the Council upon execution of the amended agreement.
3. The membership of any existing member that does not ratify and execute the proposed amended agreement shall cease upon the amended agreement becoming effective as set forth in Article IX(A)(2); *provided* that any such member may continue its membership on the Council by subsequently ratifying and executing the amended agreement pursuant to an authorization act delivered to the Council.

B. REVISIONS AND AMENDMENTS DUE TO A CHANGE IN MEMBERSHIP

1. Upon a change in membership involving a municipality with a population less than 20,001, caused by a termination or withdrawal under Article III(A)(3) or Article IV(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith revise Addendum A to this agreement to reflect the change without any action by the members' governing bodies and thereafter give notice of the revisions to all

members.

2. Upon a change in membership involving a county or a municipality with a population of more than 20,000, caused by a termination or withdrawal under Article III(A)(3) or Article VI(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith submit proposed amendments to this agreement on the following matters for action by the governing bodies of the members as provided in Article IX(A):
 - a. if applicable, amending the definition of the Council's jurisdiction as defined in Article I;
 - b. amending Article III(B)(2) and the Addendum A to delete the terminated member or add the new member and adjust the minimum number of elected official representatives specified in Article III(B)(2) so as to continue the elected official majority on the Board;
 - c. amending the minimum numbers provided in Article III(B)(4) so as to maintain adequate minority representation on the Board; and
 - d. amending any other part of this agreement deemed appropriate by the Board as a result of the change in membership.

ARTICLE X — EFFECTIVE DATE, IMPLEMENTATION, AND SEVERABILITY

A. EFFECTIVE DATE

1. All governing bodies that ratify and execute this agreement shall become members upon the effective date of this agreement.
2. Ratification shall be accomplished by an authorization act by the governing body of the ratifying member. A certified copy of the authorization act shall be delivered to the Board.
3. Execution shall be accomplished by the signing of this agreement by the individual authorized to do so on behalf of the member's governing body as provided in the authorization act ratifying this agreement.
4. This agreement shall become effective upon ratification and execution by the governing bodies representing at least eighty percent of the population within the Council's jurisdiction reside and approval by the Governor. This agreement shall then supersede the 1969 agreement as amended.

B. IMPLEMENTATION

1. This agreement shall not affect the current representatives or advisory representatives serving on the Council or their terms. They shall continue to serve on the Council until their terms end as provided in the Council's bylaws.
2. This agreement shall not affect the officers, executive committee, or any advisory committees of the Council. The officers, committees, and committee members shall continue to exist and serve until changed as provided in the Council's bylaws.
3. This agreement shall not affect the present bylaws, policies, or operating procedures of the Council. They shall continue to govern the operations of the Council until changed as provided in the Council's bylaws.
4. This agreement shall not affect the Council's current contractual obligations, program activities, recommendations, agreements, operations, functions, designations, or other matters undertaken by the Council prior to this amended agreement.
5. Upon ratification and execution of this amended agreement, any member that has appointed a manager or administrator to serve as one of the member's minimum number of elected officials shall forthwith designate in writing an elected official as provided in Article III(B)(2) of this amended agreement.

C. SEVERABILITY

1. Should any part of this agreement be declared unlawful, all remaining parts of the agreement will remain in effect.

Attachments: Act 393 of 1998
Addendum A (***Revised effective July 1, 2000***)

This amended Agreement was approved by the Central Midlands Council of Governments Board of Directors at their September 26, 2002 meeting.

g:\harriet\board\Creating Agreement-Amended 2002.wpd

Act 393 of 1998

(R.527, H.5003)

AN ACT TO AMEND SECTION 6-7-130, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE MEMBERSHIP OF A REGIONAL COUNCIL OF GOVERNMENT, SO AS TO AUTHORIZE MEMBERSHIP ON THE POLICYMAKING BODY OF THE COUNCIL OF A RESIDENT MEMBER OF THE GENERAL ASSEMBLY APPOINTED BY THEIR RESPECTIVE RESIDENT COUNTY LEGISLATIVE DELEGATION FROM EACH COUNTY COMPRISING THE COUNCIL OF GOVERNMENTS, PROVIDE FOR SELECTION OF A MEMBER WHEN A COUNTY HAS NO RESIDENT MEMBER OF THE GENERAL ASSEMBLY, AND PROVIDE A TERM LIMITATION FOR REPRESENTATIVES OF THE MEMBERS SERVING ON THE POLICYMAKING BODY.

Be it enacted by the General Assembly of the State of South Carolina:

Membership—council of government

SECTION 1. Section 6-7-130 of the 1976 Code is amended to read:

"Section 6-7-130. Each county and municipality executing the agreement creating the regional council of government must be a member. Representation of members on the policymaking body of the regional council of government must be as prescribed in the agreement creating the council of governments. The agreement shall specify the procedure for the appointment of representatives of the member local governments; provided, however, at least a majority of the members of the policymaking body must be members of the governing bodies of the participating cities and counties. Provided, further, that a resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the council with these members serving ex officio. If a county has no resident member of the General Assembly, then the county shall select a member of the General Assembly who represents some or all of the county in question to serve ex officio, but no member is required to serve pursuant to such selection. The representatives of the members serving on the policymaking body shall serve without salary for a term of four years; however, these representatives may be reimbursed for expenses incurred in the performance of their duties. The regional council of government shall adopt bylaws designating the officers and their method of selection and providing for the conduct of its business."

Time effective

SECTION 2. This act takes effect upon approval by the Governor.

Became law without the signature of the Governor — June 17, 1998.

ADDENDUM A

Fairfield County

Two citizen representatives appointed
One elected official appointed

Lexington County

Five citizen representatives appointed
Six elected officials appointed

Newberry County

Two citizen representatives appointed
One elected official appointed

Richland County

Six citizen representatives appointed
Six elected officials appointed

**Fairfield County Legislative
Delegation**

One elected official appointed

**Lexington County Legislative
Delegation**

One elected official appointed

**Newberry County Legislative
Delegation**

One elected official appointed

**Richland County Legislative
Delegation**

One elected official appointed

Town of Batesburg-Leesville

One elected official appointed

Town of Blythewood

One elected official appointed

City of Cayce

One elected official appointed

City of Columbia

Four citizen representatives appointed
Three elected officials appointed

City of Forest Acres

One elected official appointed

Town of Irmo

One elected official appointed

Town of Lexington

One elected official appointed

City of Newberry

One elected official appointed

Town of Springdale

One elected official appointed

City of West Columbia

One elected official appointed

Town of Winnsboro

One elected official appointed

The Comet

One representative appointed

**AMENDMENT
TO
CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
CREATING AGREEMENT**

The Central Midlands Council of Governments was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its September 26, 2002, meeting as follows:

ARTICLE III, MEMBERSHIP AND REPRESENTATION, Section A. "Membership of the Council", Part 1.a. is hereby amended to change the population threshold from 3000 to 2,500.

- "a. All counties within the Council's jurisdiction, and all municipalities within the Council's jurisdiction having a population of 2500 or more, are eligible for membership in the Council."

Any reference to population threshold thereafter in this document is automatically changed from 3,000 to 2500.

Approved by the Board of the Central Midlands Council of Governments on September 26, 2002.

TO AMEND THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS CREATING AGREEMENT TO ADD ONE (1) NEW BOARD MEMBER TO THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS WHICH ALSO SERVES AS THE COLUMBIA AREA TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION POLICY BOARD/COMMITTEE IN COMPLIANCE WITH FEDERAL GUIDANCE UNDER MAP-21 THAT HAS BEEN JOINTLY ISSUED BY FTA AND FHWA ON JUNE 2, 2014.

WHEREAS, the Moving Ahead for Progress in the 21st Century Act was signed into law by President Obama on July 6, 2012; and,

WHEREAS, the Federal Transit Administration [49 CFR Part 613] and the Federal Highway Administration [23 CFR Part 450] on June 2, 2014 have jointly issued federal guidance on implementation of provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21), that require representation by providers of public transportation in each metropolitan planning organization that serves a transportation management area no later than October 1, 2014; and,

WHEREAS, the Central Midlands Council of Governments Board of Directors serves as the Columbia Area Transportation Study Metropolitan Planning Organization (COATS MPO) Policy Board/Committee for the Columbia urbanized area; and,

WHEREAS, the Columbia Area Transportation Study Metropolitan Planning Organization is designated as one of the 210 Transportation Management Areas; and,

WHEREAS, the representative of the public transportation provider shall be a member (elected or appointed) of the provider's board of directors or a senior officer of the public transportation provider; and,

WHEREAS, the representative of the public transportation provider shall not be a representative of another entity represented on the MPO Policy Board/Committee and shall only serve as a representative of public transportation; and,

WHEREAS, the representative of the public transportation provider shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/Committee as it relates to transportation related items; and,

WHEREAS, the Central Midlands Regional Transit Authority is the public transportation provider in the Columbia Area Transportation Study Metropolitan Planning Organization planning area; and,

WHEREAS, the Central Midlands Regional Transit Authority is a direct recipient of Federal Transit Administration Funds; and,

WHEREAS, the Central Midlands Council of Governments and the Central Midlands Regional Transit Authority have a Memorandum of Understanding in the distribution and planning of federal transit funds; and,

WHEREAS, the Central Midlands Regional Transit Authority will establish a selection process for appointing one (1) member to serve on the MPO Policy Board/Committee.

NOW, THEREFORE BE IT RESOLVED BY THE CENTRAL MIDLANDS COUNCIL OF

GOVERNMENTS:

- 1) that the Executive Director is authorized to amend the Central Midlands Council of Governments Creating Agreement to add one (1) member from the Central Midlands Regional Transit Authority to serve as the representative for public transportation and as a voting member on the MPO Policy Board/Committee.
- 2) that the representative for public transportation shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/Committee as it relates to transportation related items.
- 3) that the representative for public transportation shall not be a representative of another entity represented on the MPO Policy Board/Committee and shall only serve as a representative of public transportation.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its June 26, 2014, meeting as follows:

ARTICLE III, MEMBERSHIP AND REPRESENTATION, Section E. "Membership of the Council", is hereby amended to add one (1) new board member to the Council which also serves as the Columbia Area Transportation Study Metropolitan Planning Organization Policy Board / Committee in compliance with federal guidance under MAP-21 that has been jointly issued by FTA and FHWA on June 2, 2014.

- e. A member of the regional transportation provider, The Comet (F/K/A Central Midlands Regional Transit Authority), may be appointed by their organization as a voting member. The member shall have equal decision-making rights and authorities as the other members that are on the MPO Policy Board/ Committee as it relates to transportation related items.

Approved by the Board of the Central Midlands Council of Governments on June 26, 2014.

Approved by the County Council for Fairfield County on _____

Chair

Clerk

Approved by the County Council for Lexington County on _____

Chair

Clerk

Approved by the County Council for Newberry County on _____

Chair

Clerk

Approved by the County Council for Richland County on _____

Chair

Clerk

Approved by the Fairfield County Legislative Delegation on _____

Chair

Clerk

Approved by the Lexington County Legislative Delegation on _____

Chair

Clerk

Approved by the Newberry County Legislative Delegation on _____

Chair

Clerk

Approved by the Richland County Legislative Delegation on _____

Chair

Clerk

Approved by the Mayor and Council of Batesburg-Leesville on _____

Mayor

Clerk

Approved by the Mayor and Council of Cayce on _____

Mayor

Clerk

Approved by the Mayor and Council of Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Forest Acres on _____

Mayor

Clerk

Approved by the Mayor and Council of Irmo on _____

Mayor

Clerk

Approved by the Mayor and Council of the Town of Lexington on _____

Mayor

Clerk

Approved by the Mayor and Council of the City of Newberry on _____

Mayor

Clerk

Approved by the Mayor and Council of Springdale on _____

Mayor

Clerk

Approved by the Mayor and Council of West Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Winnsboro on _____

Mayor

Clerk



January 28, 2019

Steven Gaither
Grants Manager
Office of Budget and Grants Management
2020 Hampton Street
Columbia, SC 29204

Dear Mr. Gaither:

As stated in the Central Midlands Council of Governments' creating agreement, the governing body of each member government shall provide fiscal support to the Council by payment of funds calculated at a per capita assessment. All fiscal support provides regional and multi-jurisdictional planning programs, coordination and direct services within the Central Midlands region.

The Central Midlands Council of Governments' Executive Committee Board of Directors voted on October 27, 2017, to increase the membership dues by 15% over the next 5 years (3% per year) to adjust the per capita rate used to calculate the current membership dues.

Using that calculation, the per capita rate is 79.5 cents for this budget year and the current unincorporated 2010 Census for that calculation, our request is \$189,298 for regional dues.

Please note that we use the dues paid by our member governments to provide grant matching and staff support for over \$15 million in federally funded programs and projects, many of which will benefit Richland County.

As always, we appreciate the continued support of Richland County and we look forward to working with you in FY 2019-20. If you have any questions, please contact me at 803-744-5138.

Sincerely,

A handwritten signature in black ink that reads "Benj. J. Mauldin". The signature is written in a cursive, flowing style.

Benjamin J. Mauldin
Executive Director

Enclosures
BJM/MR/jf

cc: Norman Jackson, CMCOG Board Chair

Richland County Ordinance Grant Application

Grant Application Cover Sheet

Date of application: 1/29/2019

Application submitted to: _____

Organization Information

Central Midlands Council of Governments

Name of organization

Legal name, if different

236 Stoneridge Drive Columbia, SC 29210 57-0517713

Address

City, State, Zip

Employer Identification Number
(EIN)

803-376-5390

803-376-5394

www.centralmidlands.org

Phone

Fax

Website

bmauldin@

Benjamin Mauldin

Executive Director

744-5138

centralmidlands.org

Name of top paid staff

Title

Phone

E-mail bmauldin@

Benjamin Mauldin

Executive Director

744-5138

centralmidlands.org

Name of contact person regarding
this application

Title

Phone

E-mail

Is your organization an IRS 501(c) (3) not-for-profit?

Yes No

If no, is your organization a public agency/unit of government?

Yes No

If no, check with funder for details on using fiscal agents, and list name and address of fiscal agent:

Fiscal agent's EIN
number

Proposal Information

Richland County Ordinance Grant Application

Please give a 2-3 sentence summary of request:

CMCOG uses the membership dues from its member governments to match federal programs. The dues are used to provide matching funds for the professional staff that are responsible for planning and coordinating with member governments, the communities that are represented, elected officials, and the COG's governing board of directors.

Population served:
237,909

Geographic area served:
Richland County

Funds are being requested for (check one)

General operating support

Start-up costs

Capital

Project/program support

Technical assistance

Other (list)

Project dates (if applicable):

Fiscal year end: 6/30/2020

Budget

Dollar amount requested:

\$189,298

Total annual organization budget:

\$13,708,068

Total project budget (for support other than general operating):

\$

Authorization

Board Chair/CEO/President Name:

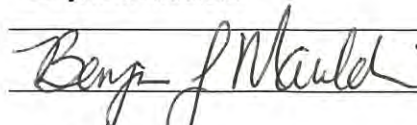
Signature



Executive Director/ Top Paid staff:

Benjamin Mauldin

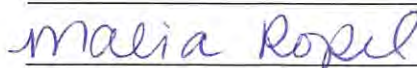
Signature



Financial Manager:

Malia Ropel

Signature



Richland County Ordinance Grant Application

Budget Request July 1, 2019 – June 30, 2020

Organization Information

Since 1969, the Central Midlands Council of Governments (CMCOG) has been assisting local governments develop local and regional plans within the four midlands counties (Fairfield, Lexington, Newberry, Richland) of South Carolina, as well as providing local governments with planning and technical support to improve the quality of life within the region. CMCOG currently consists of 15 member governments and serves in excess of 760,000 people by providing a regional forum, which allows local officials to seek out common goals and address regional concerns. Today, CMCOG provides a variety of local and regional planning services and technical assistance to local governments within the four-county region.

CMCOG's mission is to provide the highest quality of planning, technical assistance, and services to local governments, businesses, and citizens in the Central Midlands region. The councils guiding principles and goals are to provide a regional forum where any local government can have issues heard that need addressing; advocate on behalf of regional governments, businesses, and citizens and to provide planning and technical assistance with current and future needs of the region in mind.

Central Midlands Council of Governments strives to:

- 1) Serve as a mutual forum to identify, discuss, study, and bring into focus regional challenges and opportunities;
- 2) Serve as a vehicle for the collection and exchange of information of regional interest;
- 3) Provide a continuing organization to ensure effective communication and coordination among governments and agencies;
- 4) Foster, develop, and review policies, plans, and priorities for regional growth, development, and conservation;
- 5) Maintain liaison with members, governmental units, and groups or organizations;
- 6) Furnish general and technical assistance to member governments; and to
- 7) Review and coordinate federal, state, and local programs of regional importance

The council uses the membership dues from its member governments to match federal programs. The membership dues are essential in securing these federal dollars. Richland County's membership dues are used to match transportation, aging, and ombudsman programs. The dues are used to provide matching funds for the professional staff that are responsible for planning and coordinating with member governments, the communities that are represented, elected officials, and the COG's governing board of directors.

A brief description of each of the core programs of CMCOG are below:

Aging and Ombudsman Programs

A majority of aging services are federally funded through the 1965 Older Americans Act. This law requires that planning and service districts be designated to plan and implement aging services. The Lieutenant Governor's Office on Aging has divided the state into ten planning and service districts. Central Midlands Council of Governments was designated as the midlands' Area Agency on Aging in 1976. The mission of the Area Agency on Aging is to plan programs and services for the growing population of older people in Fairfield, Lexington, Newberry and Richland Counties. The agency subcontracts with local providers for delivery of services. The Regional Aging Advisory Committee, the majority of whom are older individuals or individuals who are eligible to participate in Older Americans Act programs, representatives of older persons and the general public, assists the Council of Governments in fulfilling the responsibilities of the Area Agency on Aging.

The regional ombudsman receives calls and investigates complaints related to residents in long-term care facilities. Complaints range from abuse, neglect and exploitation to quality of care issues.

Transportation

The Central Midlands Council of Governments (CMCOG) is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Columbia Area Transportation Study (COATS). The COATS MPO study area boundary includes large portions of Richland and Lexington Counties and small portions of Calhoun and Kershaw Counties. The primary responsibilities of any MPO are to: 1) develop a Long Range Transportation Plan, which is, at a minimum, a 25-year transportation vision for the metropolitan area; 2) develop a Transportation Improvement Program, which is the agreed-upon list of specific projects for which federal funds are anticipated; and 3) develop a Unified Planning Work Program (UPWP), which identifies in a single document the annual transportation planning activities that are to be undertaken in support of the goals, objectives and actions established in the Long-Range Transportation Plan.

As the MPO, CMCOG provides the forum for cooperative decision making in developing regional transportation plans and programs to meet changing needs. It is composed of elected and appointed officials representing local, state and federal governments or agencies having interest or responsibility in comprehensive transportation planning.

Research, Community Development Block Grants, Planning

CMCOG has wide authority granted to them by the State Legislature and member governments. CMCOG provides flexible solutions to local challenges. CMCOG performs activities that are public, not for profit, or are functions which member governments are authorized by law to undertake. In addition to projects in the area of demographic trends and analysis, population projections, transportation, economic development, hazard mitigation, and environmental health, CMCOG also supports a

variety of multi-dimensional projects through consultation with our member governments and organizations, including comprehensive plans, needs assessments and technical assistance.

CMCOG also helps develop and prepare grant applications for eligible local governments that do not directly receive CDBG funding from the US Department of Housing and Urban Development (HUD). If awarded, the staff will also help manage the entire project. CDBG grants can fund a wide variety of projects from revitalizing neighborhoods to improving community infrastructure, providing public facilities and creating or retaining jobs. The state program is administered by the South Carolina Department of Commerce, Division of Grants Administration.

Midlands Workforce Development Board

The Midlands Workforce Development Board is the Workforce Innovation & Opportunity Act Administrative (WIOA) unit for Fairfield, Lexington and Richland Counties. Under the Act, the MWDB is committed to building an integrated workforce development system for the area that effectively pools the resources of diverse partner agencies. With these partners, CMCOG/MWDB operate SC Works—Midlands Career Center System, former known as OneStops. CMCOG carries out administrative and fiscal agent duties for the Midlands Workforce Development Board.

WIOA is an Employment and Training program that seeks to improve the effectiveness of and streamline the governing structures. The services to be provided to both youth age's 17 to 24 and adults ages 18 and over include job readiness and motivation, job search assistance, job placement and job retention services. Under WIOA, intensive individual career services up to Training and supportive services assistance are available.

Operations of the Central Midlands Council of Governments

CMCOG has a staff of over 30 professionals, including transportation planners, urban and economic development planners, human service and workforce planners. Most work in the Transportation Planning, Environmental Programs, Community Planning, Human, and Workforce Services.

In addition, CMCOG staff members support several administrative and agency-wide member services, such as accounting and finance, contracts and purchasing, human resources, information technology and facilities, communications, and member, board and government relations.

The CMCOG Executive Director reports directly to a 51-member Board of local elected and citizen appointed officials and is responsible for managing a professional staff and an annual budget of over \$13 million.

South Carolina Association of Regional Councils

The State of South Carolina is divided into a network of 10 Councils of Governments (COGs). Each COG represents a multi-county planning district throughout the state, in which each of the 46 counties falls within a COG region. The COG executive directors

of each council meet on a regular basis to discuss common interests, programs and projects. This creates a strong statewide network, which all the COGs and state agencies can benefit from, i.e., a statewide project, policy or process that needs to be developed.

Evaluation:

Aging

CMCOG contracts with Senior Resources, Inc. to provide services to the elderly and disabled community in Richland County with Title III Older Americans Act funding. In addition to these services, CMCOG contracted with SC Legal for legal services in Richland County. CMCOG has an I-CARE Coordinator who assists seniors who need help with choosing the right insurance program that best serves them. CMCOG also employs a Family Caregiver Advocate that assists with those who are trying to keep their loved ones in the homes by providing respite services. An Information, Referral & Assistance Specialist (I-Care) is available to provide much needed assistance to the elderly and disabled community.

The Ombudsman program investigates complaints in Richland County. Complaints range from abuse, neglect and exploitation to quality of care issues.

Transportation

Most citizens and residents of Richland County as well as those from the surrounding counties and visitors benefit from the transportation projects in Richland County.

Projects that are included in the Transportation Improvement Projects (TIP) for Richland County are:

- Widening of I-20 from I-77 to Spears Creek Church Road
- US 601 bridge near Congaree National Park
- Bridge at Broad River Road and River Drive
- Enhancement-ADA sidewalks and crosswalks
- Enhancement-Rhame Road/Westridge Road sidewalk
- Enhancement – Clemson Road Shared Use Path
- Enhancement – Alpine Road Shared Use Path

Presently, SC Department of Transportation is acquiring right of way for road improvements at Hardscrabble and Leesburg Road.

A detailed list can be viewed and printed from the SCDOT website:
<http://www.scdot.org/inside/planning-stip.aspx> and selecting Richland County report.

Richland County Ordinance Grant Application

Organization Budget

Please attach a budget narrative/justification explaining your numbers.

INCOME

<u>Source</u>	<u>Amount</u>
Support	
Government grants	\$12,942,913
Foundations	\$
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$647,905
In-kind support	\$
Investment income	\$
Revenue	
Government contracts	\$
Earned income	\$
Other (specify)	\$117,250
Local Revenue	\$
	\$
	\$
Total Income	\$13,708,068

Richland County Ordinance Grant Application

EXPENSES

<u>Item</u>	<u>Amount</u>
Salaries and wages	\$2,682,127
Insurance, benefits and other related taxes	\$1,596,335
Consultants and professional fees	\$937,911
Travel	\$75,832
Equipment	\$46,700
Supplies	\$39,400
Printing and copying	\$10,280
Telephone and fax	\$83,383
Postage and delivery	\$13,600
Rent and utilities	\$157,631
In-kind expenses	\$
Depreciation	\$
Other (specify)	\$8,059,869
Insurance, Audit, Legal Fees, Professional Memberships, Legal Ads, Recruitment & Outreach, Employee Training & Development, Capital Outlays, Contracted Services	
Total Expense	\$13,708,068
Difference (Income less Expense)	\$

Richland County Ordinance Grant Application

Project Budget

Please attach a budget narrative/justification explaining your numbers.

INCOME

<u>Source</u>	<u>Amount</u>
Support	
Government grants	\$
Foundations	\$
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$
In-kind support	\$
Investment income	\$
 Revenue	
Government contracts	\$
Earned income	\$
Other (specify)	\$
Total Income	\$

Richland County Ordinance Grant Application

EXPENSES

<u>Item</u>	<u>Amount</u>	<u>%FT/PT</u>
Salaries and wages (breakdown by individual position and indicate full- or part-time.)	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
SUBTOTAL	\$	
Insurance, benefits and other related taxes	\$	
Consultants and professional fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and copying	\$	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Depreciation	\$	
Other (specify)	\$	
Total Expense	\$	
Difference (Income less Expense)	\$	

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Dr. Patrick Breshnahan
Department: Information Technology – GIS
Date Prepared: January 24, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 11, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, MBA, CPM

Committee Administration & Finance

Subject: Light Detection and Ranging (LiDAR) Elevation Data – Grant Match

Recommended Action:

Staff recommends approval of the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.

Motion Requested:

Move to accept staff’s recommendation to approve the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.

Request for Council Reconsideration: Yes

Fiscal Impact:

The grant match is \$30,000. The Office of Budget and Grants Management will identify the funds within our current budget; no Budget Amendment is necessary.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Council is requested to approve expenditure of \$30,000 as a Grant Match with the USGS (United State Geological Survey) for collection of LiDAR (Light Detection and Ranging) Elevation Data. A multi-County effort has been organized by SC Counties to coordinate with the USGS to collect high-resolution elevation data. Richland County collected similar data in 2000 under a single contract. At that time, the cost of data collection included aerial imagery and surface features cost in excess of \$1 million. The majority of cost for this multi-county effort will be paid from Federal funds by the USGS. Each County participant will pay a fixed amount not to exceed 5% of the project cost for that County.

The resulting LiDAR will be used, as the year 2000 data has been, for numerous County functions including Stormwater Management, Planning activities, Conservation efforts, and Transportation projects, among others.

Attachments:

1. Cooperative LiDAR acquisition grant project Statement of Work (SOW)
2. USGS Joint Funding Agreement

STATEMENT OF WORK

South Carolina Savannah Pee Dee 2019 B19 County Lidar Acquisition

1. Purpose

The USGS and the Partners will collaborate to acquire a high-resolution digital elevation data set of mixed QL1 and QL2 data developed from airborne lidar (Light Detection and Ranging) encompassing multiple counties and cities in the AOI (see Section 5 – Project Area Map). The South Carolina Counties include Abbeville, Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Colleton, Darlington, Dorchester, Edgefield, Florence, Greenville, Greenwood, Hampton, Jasper, Kershaw, Laurens, Lee, Lexington, Marion, McCormick, Newberry, Oconee, Pickens, Richland, Saluda, Sumter, Spartanburg and portions of Fairfield and Lancaster. The data will be used to generate Digital Elevation Models (DEMs) for use in dam safety assessments, engineering design and design reviews, conservation planning, research, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during Fall 2019 (*or between spring 2020 and summer 2020*). The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements. The AOI has been expanded to meet the Albers National Indexing Scheme - <https://pubs.usgs.gov/fs/2017/3073/fs20173073.pdf>. The Albers tile index download - https://nationalmap.gov/3DEP/3dep_national_indexing_scheme.html.

2. General Terms

USGS will select a qualified contractor to perform the lidar collection and processing via the Bureau's Geospatial Product and Service Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for Architectural and Engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;
- (4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the locality of the project and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department's consultant RFP and selection process.

The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner.

USGS will:

- Execute separate funding agreements with partners shown in Section 2 of the JFA in support of the total project cost.
- Prepare a Task Order for agreed upon products and services.
- Serve as Government Point of Contact during the full period of the agreement.
- Administer data quality assurance and quality control (QA/QC) for standard USGS v1.3 products and deliverables and manage all data deliverables.
- Require that all land surveys conducted in support of this project be performed under the supervision of a qualified professional land surveyor.
- Receive, inspect, and catalog all project deliverables.
- Prepare Quality Assessment Reports for the Standard USGS v1.3 products and distribute to relevant project Points of Contact.
- Return data to contractor as needed for error correction/rework.

Partner Will:

- Provide funding for the project as described in Section 2 of the JFA.
- Shall pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 5% of the contracted project cost, not to exceed the amount specified in the JFA.
- Assist the USGS NGTOC in resolving project issues as needed and appropriate.
- Provide available information, including informal observations from interested parties, on ground conditions to facilitate project flight planning.
- Be responsible for reviewing and publishing any additional products and services beyond USGS standard deliverables.

3. Specifications and Deliverables

Unless otherwise stated all specifications and deliverables will meet or exceed the (Quality Level 2) U.S. Geological Survey Lidar Guidelines and Base Specification, v 1.3 (<http://pubs.usgs.gov/tm/11b4/>.) To supplement USGS specifications, FEMA-specific requirements such as cross section surveys, treatment of bridges and other features appearing in FEMA Procedure Memorandum No. 61 – Standards for Lidar and Other High Quality Digital Topography, (<http://www.fema.gov/media-library/assets/documents/6998?id=2206>) may be adhered to and reflected in final product delivery as required.

General Requirements

- Data shall be of Quality Level 2 (QL 2), meeting the following accuracy requirements:

Quality Level	Point Density	Vertical Accuracy RMSEz	Aggregate Nominal Pulse Spacing (ANPS)	Aggregate Nominal Pulse Density (ANPD)	DEM Post Spacing
1	8 pts/m ²	10 cm	0.35 m	8 Pts/sq m	0.5 m
2	2 pts/m ²	10 cm	0.7 m	2 pts/sq m	1 m

Horizontal and Vertical Datums:

- South Carolina State Plane Coordinate System (SPCS) - (International Feet)
- Horizontal NAD 83 (2011) - (International Feet)
- Vertical NAVD 88- (U.S. Survey feet)
- Geoid 2012B
- Tiling Scheme: South Carolina Geodetic Survey naming system and tile schema 5000 feet x 5000 feet, non-overlapping tiles for QL2. If tiles do not exist along borders, vendor will create appropriate.
- Digital Elevation Model (DEM): 1-foot cells for QL1 and 2-foot Cells for QL2, individually tiled from bare Earth, hydro-flattened, delivered in Geo TIFF format.
- Tidal Coordination: The tidal requirements are +/- 2 hours of mean low tide.
- Horizontal coordinates shall be international feet for at least three decimal places, State Plane Coordinate System NAD83 (SPCS83), South Carolina zone.
- Elevations shall be in feet to at least three decimal places, North American Vertical Datum of 1988 (NAVD88) for all products.

Areas Requesting QL1:

- Counties of Lexington and Florence, South Carolina, USGS Earthquake Hazards Program
- Cities of Aiken, North Augusta, Greenville, North Charleston and Hilton Head Island, SC

Unless specified above, all remaining areas will be flown at QL2.

*(see Section 5 – Project Area Map)

The lidar data will be processed to produce a classified point cloud, tile-based bare earth DEMs and related products. These elevation products will be placed in the public domain and will be made available for viewing and download through the USGS National Map and EarthExplorer.

Additional Products and Services beyond USGS Standard

- Buildings will be classified to class 6 of the classified point cloud for Anderson County, Florence County and Lexington County and Spartanburg County, South Carolina.
- QL1 Data to be delivered to *Lexington County on 1 separate* External Hard Drive and the QL2 project also delivered to Lexington County.

USGS does not commit to performing Quality Assurance and Quality Control (QAQC) for these additional products or services. QAQC of these will be the responsibility of the partner. If any issues with the products or services are found by the partner within one year of data delivery USGS will pursue corrections on behalf of the partner.

USGS reserves the right but does not commit to publishing these additional products and services.

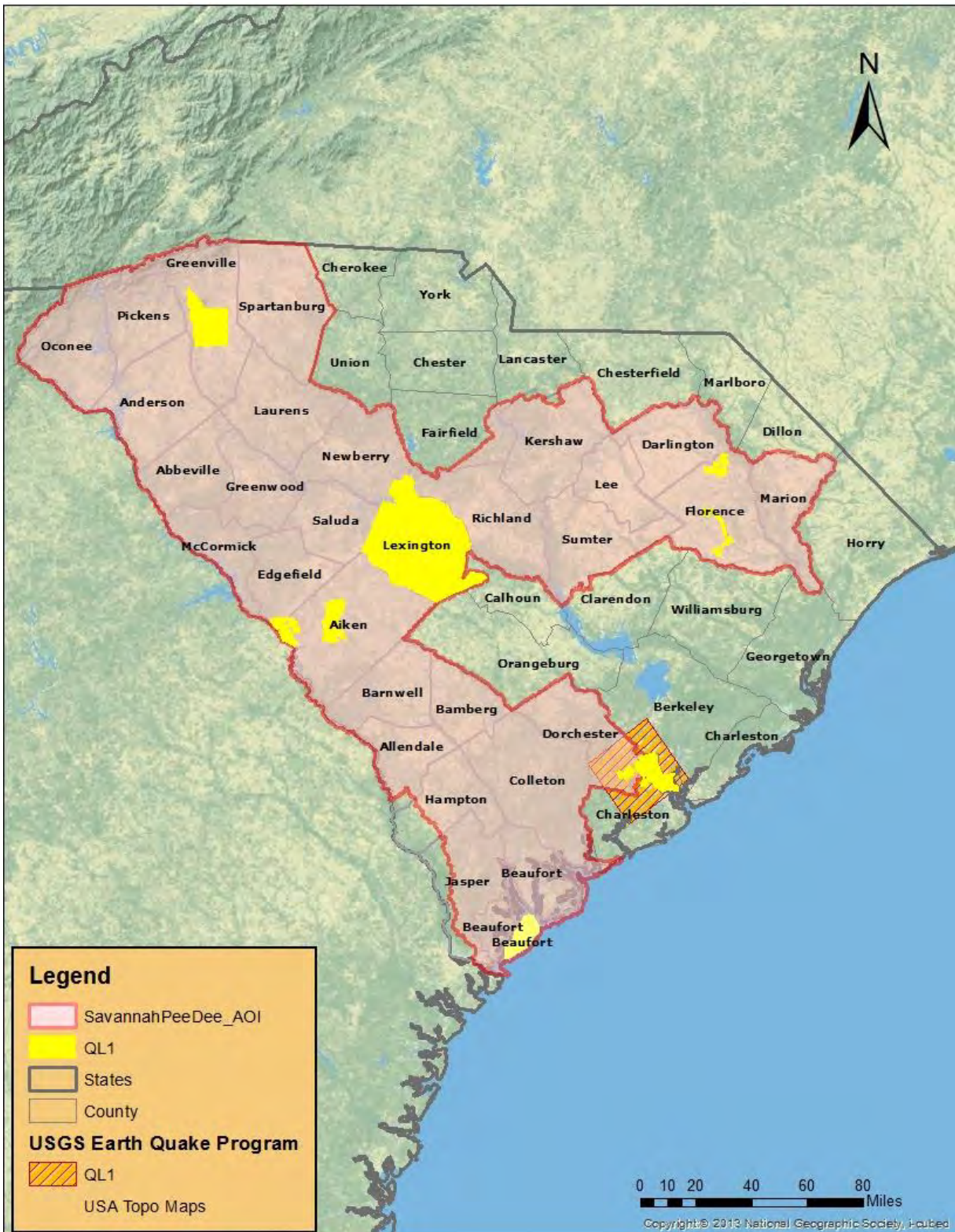
4. Contacts

USGS Administrative Contact:		Partner Financial Contact: Lexington County, SC
Walter Kloth	Name	Alison Sengupta, GISP
Agreements Coordinator	Title	Planning & GIS Manager
P.O. Box 25046, MS 510	Address	212 South Lake Dr., Ste. 302
Denver, CO 80225-0046		Lexington, SC 29072
303-202-4334	Telephone	803-785-8128
wkloth@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Financial Contact:		Partner Technical Contact: Lexington County, SC
James Almekinder	Name	Alison Sengupta, GISP
Agreements Lead	Title	Planning & GIS Manager
1400 Independence Rd.	Address	212 South Lake Dr., Ste. 302
Rolla, MO 65401		Lexington, SC 29072
573-308-3549	Telephone	803-785-8128
jalmekinder@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Technical Contact:		Partner Data Delivery: Lexington County, SC
Michael Bradford	Name	Alison Sengupta, GISP
COTR-CPT	Title	Planning & GIS Manager
1400 Independence Road – MS 665	Address	212 South Lake Dr., Ste. 302
Rolla, MO 65401		Lexington, SC 29072
573-308-3629	Telephone	803-785-8128
mbradford@usgs.gov	E-Mail	asengupta@lex-co.com
USGS Liaison:		
George Heleine	Name	
NGP Liaison POC	Title	
308 South Airport Road	Address	
Jackson, MS 39208		
601-933-2950	Telephone	
gheleine@usgs.gov	E-Mail	

* "see additional contacts page for partner specific contacts"

5. Project Area Map

Map Graphic



6. Contacts

Partner Financial Contact: Aiken County, SC		Partner Technical Contact: Aiken County, SC
Cherie Moritz	Name	Cherie Moritz
GeoServices Manager	Title	GeoServices Manager
1930 University Parkway, Suite 3500	Address	1930 University Parkway, Suite 3500
Aiken, SC 29801		Aiken, SC 29801
803-502-1805	Telephone	803-502-1805
cmoritz@aikencountysc.gov	E-Mail	cmoritz@aikencountysc.gov
Partner Financial Contact: Dorchester County, SC		Partner Technical Contact: Dorchester County, SC
Daniel Prentice	Name	David Garber
Deputy County Administrator/CFO	Title	GIS Coordinator
201 Johnston St	Address	201 Johnston St
St. George, SC 29477		St. George, SC 29477
843-832-0103	Telephone	843-832-0208
DPrentice@Dorchestercountysc.gov	E-Mail	dgarber@dorchestercountysc.gov
Partner Financial Contact: City of Greenville, SC		Partner Technical Contact: City of Greenville, SC
Karen Crawford, CGFO	Name	Carmen Durham
Interim Director, Office of Mngt. & Budget	Title	GIS Technical Manager
206 S Main St.	Address	206 S Main St.
Greenville, SC 29601		Greenville, SC 29601
864-467-4527	Telephone	864-467-4512
kcrawford@greenvillesc.gov	E-Mail	cdurham@greenvillesc.gov
Partner Financial Contact: Richland County, SC		Partner Technical Contact: Richland County, SC
Stacey Hamm	Name	Patrick Bresnahan
Finance Director	Title	GIO
2020 Hampton Street	Address	2020 Hampton Street, Suite 3030
Columbia, SC 29204		Columbia, SC 29204
803-576-2103	Telephone	803-576-2017
HAMM.STACEY@richlandcountysc.gov	E-Mail	bresnahan@rcgov.us
Partner Financial Contact: City of Aiken, SC		Partner Technical Contact: City of Aiken, SC
Kymerly Wheat	Name	Dr. Timothy De Troye
Finance Director	Title	GIS Administrator
135 Laurens St. SW	Address	245 Dupont Drive NW
Aiken, SC 29801		Aiken, SC 29801
803-642-7644	Telephone	803-643-2155
KWheat@CityofAikenSC.gov	E-Mail	tdetroye@cityofaikensc.gov

Partner Financial Contact: Jasper County, SC		Partner Technical Contact: Jasper County, SC
Kim Burgess	Name	Earl Bostick
Director of Administrative Services/Finance Director	Title	IT Director
PO Box 1149, 358 Third Avenue	Address	PO Box 1149, 262 Third Avenue
Ridgeland, SC 29936		Ridgeland, SC 29936
843-717-3692	Telephone	843-717-3630
kburgess@jaspercountysc.gov	E-Mail	ebostick@jaspercountysc.gov
Partner Financial Contact: Anderson County, SC		Partner Technical Contact: Anderson County, SC
Robert Mc Lean	Name	Rhonda Phillips
Deputy Assessor	Title	GIS & E911 Addressing
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Anderson, SC 29624		Anderson, SC 29624
864-260-4216	Telephone	864-260-4217
rmclean@andersoncountysc.org	E-Mail	rphillips@andersoncountysc.org
Partner Financial Contact: Florence County, SC		Partner Technical Contact: Florence County, SC
Crystine Hoge	Name	Robbie Ervin
GIS Manager	Title	GIS Database Administrator
518 S. Irby Street	Address	518 S. Irby Street
Florence, SC 29501		Florence, SC 29501
843-678-3598	Telephone	843-678-3597
choge@florenceco.org	E-Mail	
Partner Financial Contact: City of Hilton Head Island, SC		Partner Technical Contact: City of Hilton Head Island, SC
John Troyer	Name	Jacob Deuel
Director of Finance	Title	GIS Administrator
1 Town Center Court	Address	1 Town Center Court
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843-341-4650	Telephone	843-341-4794
johntr@hiltonheadislandsc.gov	E-Mail	jacobd@hiltonheadislandsc.gov
Partner Financial Contact: Pickens County, SC		Partner Technical Contact: Pickens County, SC
Jimmy Threatt	Name	Jimmy Threatt
GIS Manager	Title	GIS Manager
222 McDaniel Ave., B-8	Address	222 McDaniel Ave., B-8
Pickens, SC 29671		Pickens, SC 29671
864-898-5876	Telephone	864-898-5876
jimmyt@co.pickens.sc.us	E-Mail	jimmyt@co.pickens.sc.us

Partner Financial Contact: Beaufort County, SC		Partner Technical Contact: Beaufort County, SC
Daniel R. Morgan	Name	Daniel R. Morgan
IT-Mapping and Applications Director	Title	IT-Mapping and Applications Director
104 Industrial Village Rd., Bldg #3	Address	104 Industrial Village Rd., Bldg #3
Beaufort, SC 29902		Beaufort, SC 29902
843-255-2532	Telephone	843-255-2532
danielm@bcgov.net	E-Mail	danielm@bcgov.net
Partner Financial Contact: Newberry County, SC		Partner Technical Contact: Newberry County, SC
Debbie Cromer	Name	Bob Beard
Finance Director	Title	GIS Analyst
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Newberry, SC 29108		Newberry, SC 29108
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dcromer@newberrycounty.net	E-Mail	bbeard@newberrycounty.net
Partner Financial Contact: City of North Charleston, SC		Partner Technical Contact: City of North Charleston, SC
Theresa Daffin	Name	Kat Brenkert
Deputy Director of Finance	Title	Director of GIS
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North Charleston, SC 29406		North Charleston, SC 29406
843-740-2636	Telephone	843-740-2636
tdaffin@northcharleston.org	E-Mail	kbrenkert@northcharelston.org
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Cammie Hayes	Name	Kevin Whaley
Finance Director	Title	GIS Analyst
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North Augusta, SC 29841		North Augusta, SC 29841
803-441-4206	Telephone	803-441-4267
chayes@northaugusta.net	E-Mail	kwhaley@northaugusta.net
Partner Financial Contact: Dominion Energy South Carolina		Partner Technical Contact: Dominion Energy South Carolina
Craig Aull	Name	Jessica Viera Atwell
General Manager Retail Technology Systems	Title	Software Engineer
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Cayce, SC 29033		Cayce, SC 29033
803-217-4545	Telephone	803-217-7205
CAULL@scana.com	E-Mail	JESSICA.VIERA-ATWELL@scana.com

Partner Financial Contact: Spartanburg County, SC		Partner Technical Contact: Spartanburg County, SC
Kim Danner	Name	Brooks Lastinger
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Spartanburg, SC 29303		Spartanburg, SC 29303
864-596-3435	Telephone	864-598-7049
kdanner@spartanburgcounty.org	E-Mail	blastinger@spartanburgcounty.org
Partner Financial Contact:		Partner Technical Contact:
	Name	
	Title	
	Address	
	Telephone	
	E-Mail	



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Attachment 2
Customer #: 60000005465
Agreement #: 19EGJFASC016
TIN#: 57-6000398
Fixed Cost: No

Joint Funding Agreement

For

South Carolina Savannah Pee Dee 2019 B19

This agreement is entered into as of the 23rd day of August, 2019 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Richland County, South Carolina, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to acquire and process Light Detecting and Ranging (LiDAR) derived high-resolution elevation data to be collected over an area of approximately 17,980 square miles encompassing multiple counties in South Carolina. herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date		Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	To	<u>7/1/2024</u>

- b) by the party of the second part during the period

Amount	Date		Date
<u>\$ 30,000.00</u>	<u>Date of Last Signature</u>	To	<u>7/1/2024</u>

- c) Additional Information on other potential partners contributing to this program through separate agreements (Participants and funding amounts are projected and are subject to change):

Participant	Amount
USGS - National Geospatial Program	\$ 76,500.00
USGS - Earthquake Hazards Program	\$ 49,185.00
NRCS - National Geospatial Center of Excellence	\$ 3,289,692.00
FEMA	\$ 348,600.00
SC Counties	\$ 393,550.00
SC Cities & Towns	\$ 86,100.00
Dominion Energy	\$ 25,000.00
Estimated Total of Separate Agreements:	\$ 4,268,627.00

- d) All contributions are subject to the 5% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a quarterly basis, based on actual expenses, independent of product delivery.

Payments of bills are due within 60 days the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)"

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties then DoD clearance may be required. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to these areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from the lidar acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. Collected sensitive protected information may be released to specific third parties where written permission is granted to the USGS by affected Tribes conditioned upon that Party agreeing not to distribute the identified sensitive data and (or) information publicly.
- 15) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

**U.S. Geological Survey United States
Department of the Interior**

Richland County, South Carolina

USGS Point of Contact

Name:	George F Heleine
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Email:	gheleine@usgs.gov

Partner Point of Contact

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Address:	2020 Hampton Street, Suite 3030 Columbia, SC 29204
Telephone:	(803) 576-2017
Email:	bresnahanp@rcgov.us

USGS Billing Contact

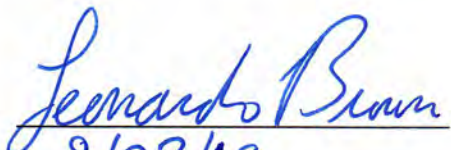
Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	Stacey Hamm
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Telephone:	(803) 576-2103
Email:	HAMM.STACEY@richlandcountysc.g

Signatures and Date

Signature: _____
 Date: _____
 Name: Kari J. Craun
 Title: Director, USGS-NGTOC

Signature: 
 Date: 8/23/19
 Name: Leonardo Brown
 Title: Richland County Administrator

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Council Chair Paul Livingston and Members of the Committee
Prepared by: Ashiya A. Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: February 11, 2020 **Meeting Date:** February 18, 2020

Legal Review	Elizabeth McLean via email	Date:	February 19, 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.

Motion of Origin:

There is no associated Council motion of the origin.

Council Member	
Meeting	
Date	

Discussion:

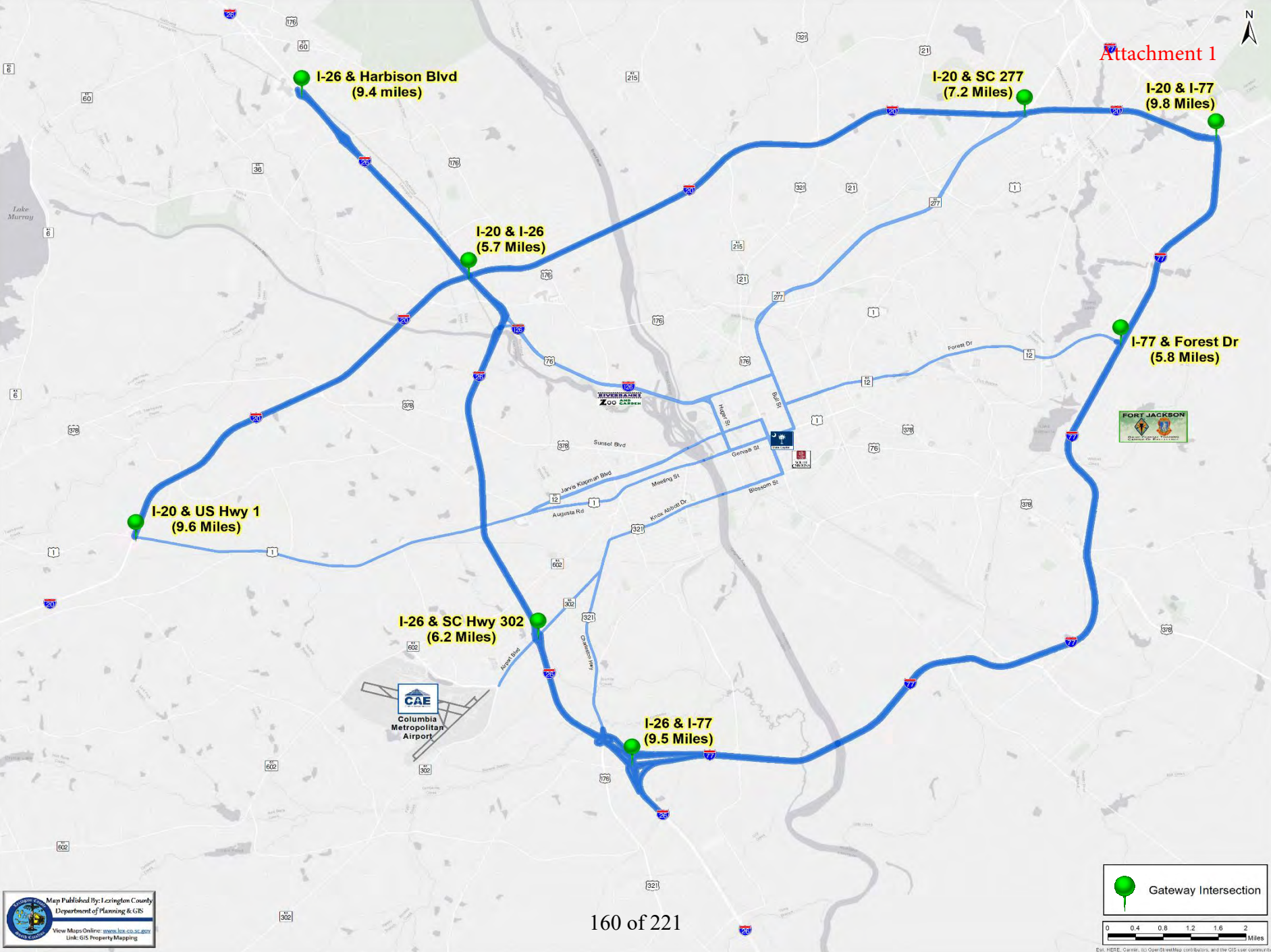
Richland County, along with Lexington County, the City of Columbia, the City of Cayce, the City of West Columbia, and the Town of Springdale, has been asked to endorse efforts to beautify regional gateways as proposed by the Midlands Business Leadership Group (MBLG) via resolution.


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.

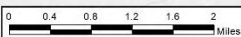
Outlined within the resolution are suggestions for beautification efforts which include plant improvements and the regulation of architectural designs for future development. Though the resolution implies a willingness to commit "resources" to the beautification project, the associated fiscal impact 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

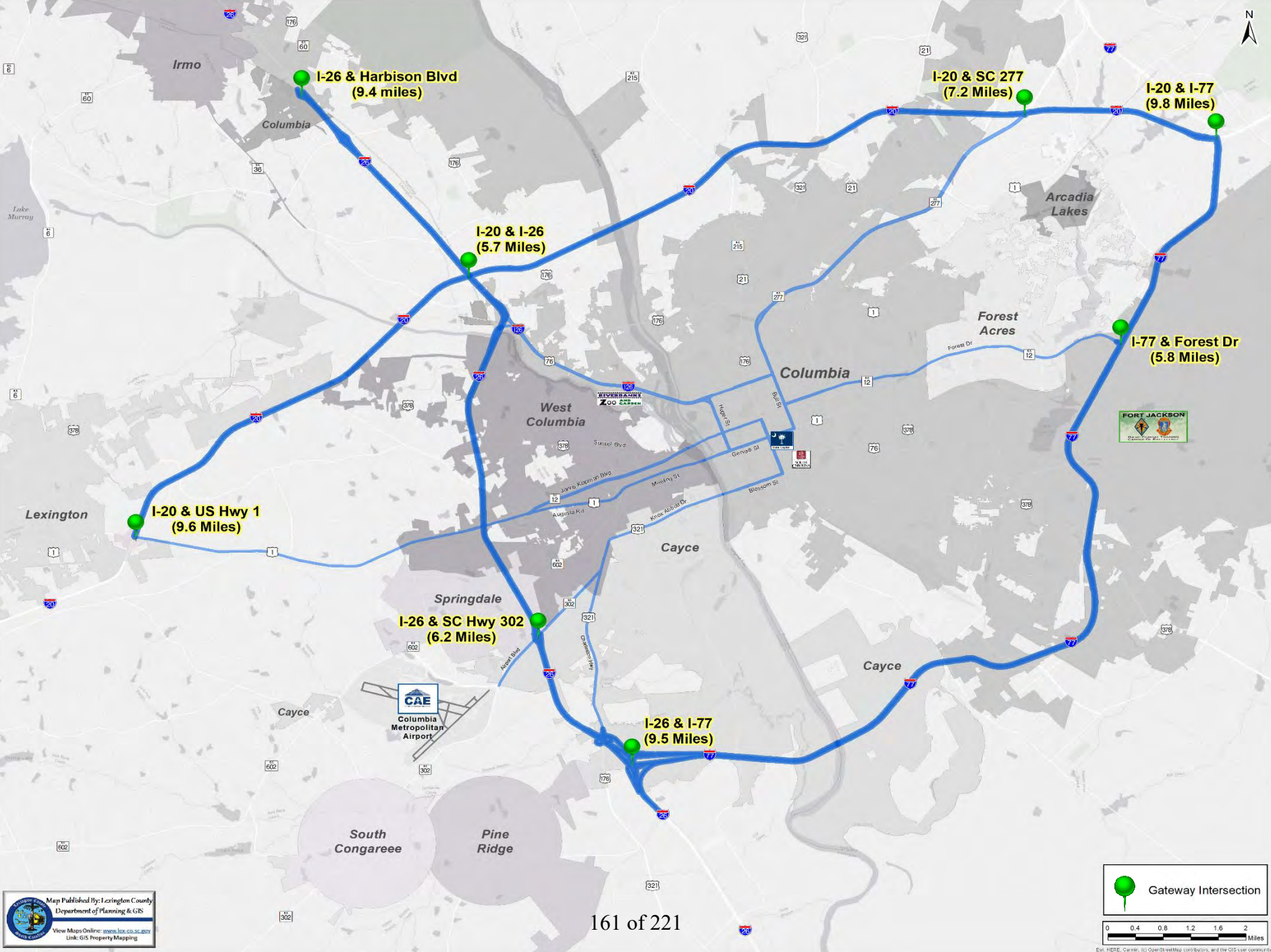


 Gateway Intersection



0 0.4 0.8 1.2 1.6 2 Miles

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



Lexington

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

South Congaree

Pine Ridge

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

Springdale

West Columbia

Cayce

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

Columbia

Cayce

Forest Acres

Arcadia Lakes

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

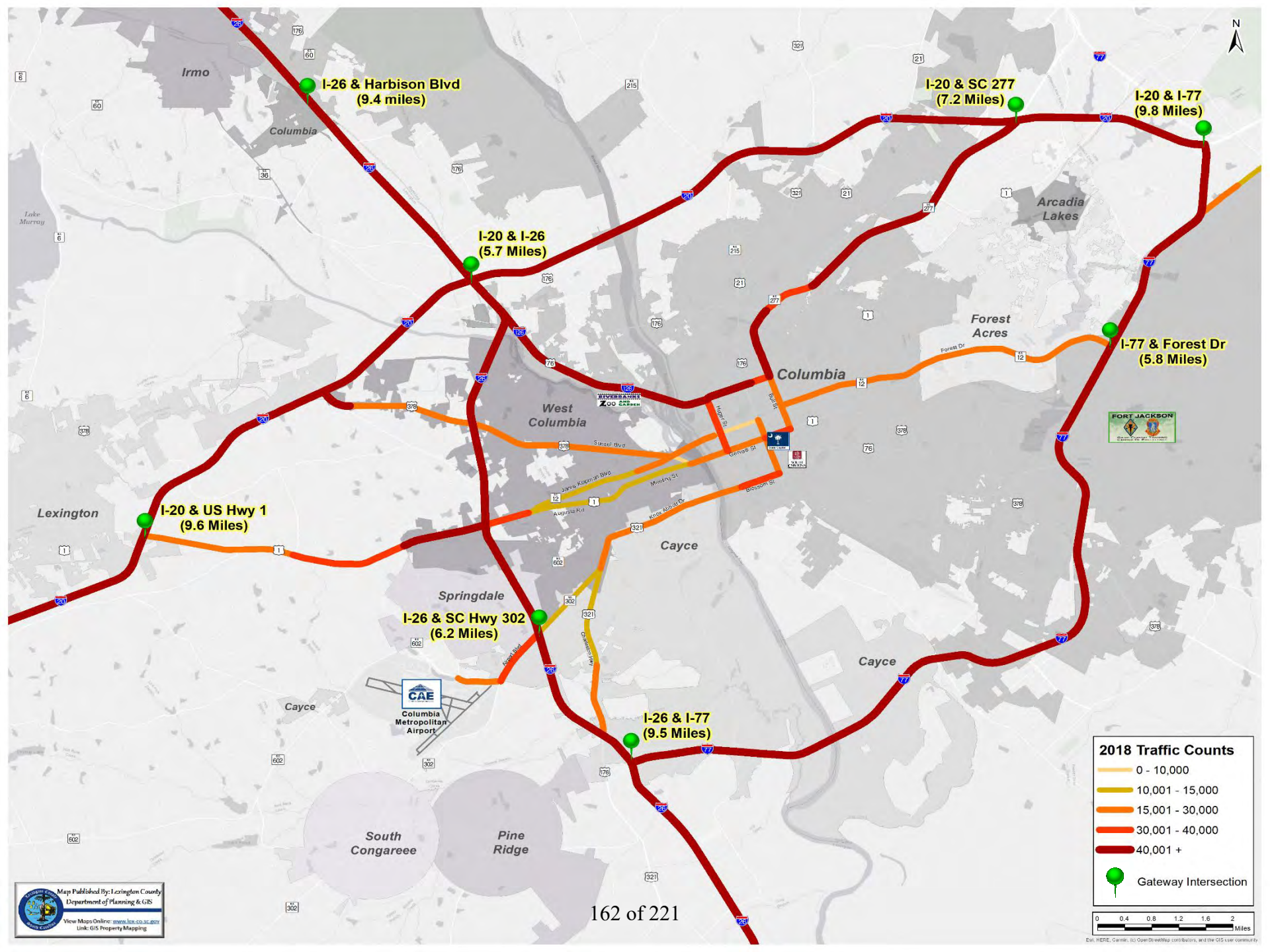


**I-20 & SC 277
(7.2 Miles)**

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

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

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



**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)**

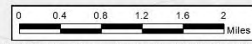
**I-26 & SC Hwy 302
(6.2 Miles)**

**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) 163 of 221



Spartanburg

Columbia Blvd

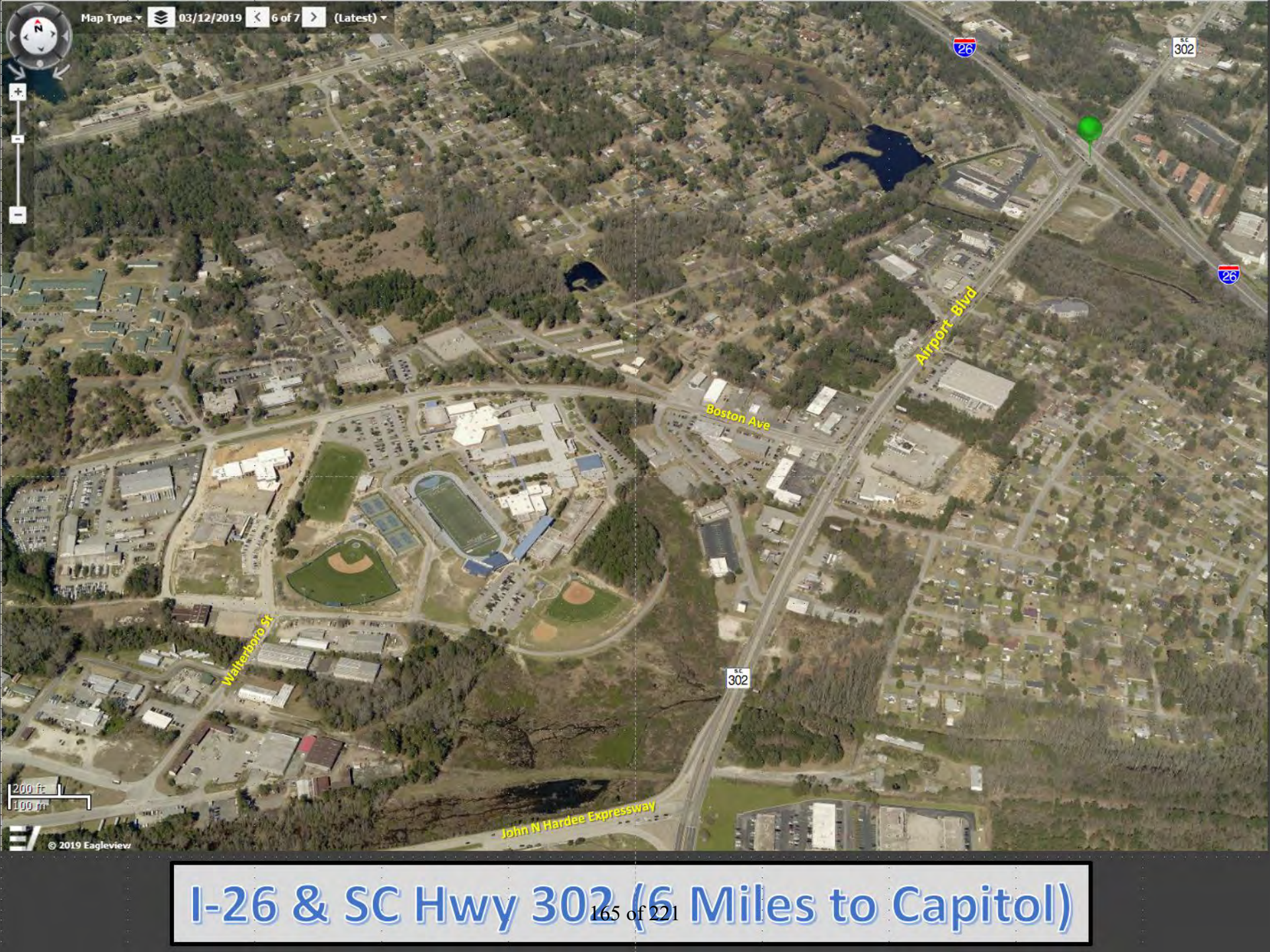


Harbison Blvd



Columbia

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



200 ft
100 m

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

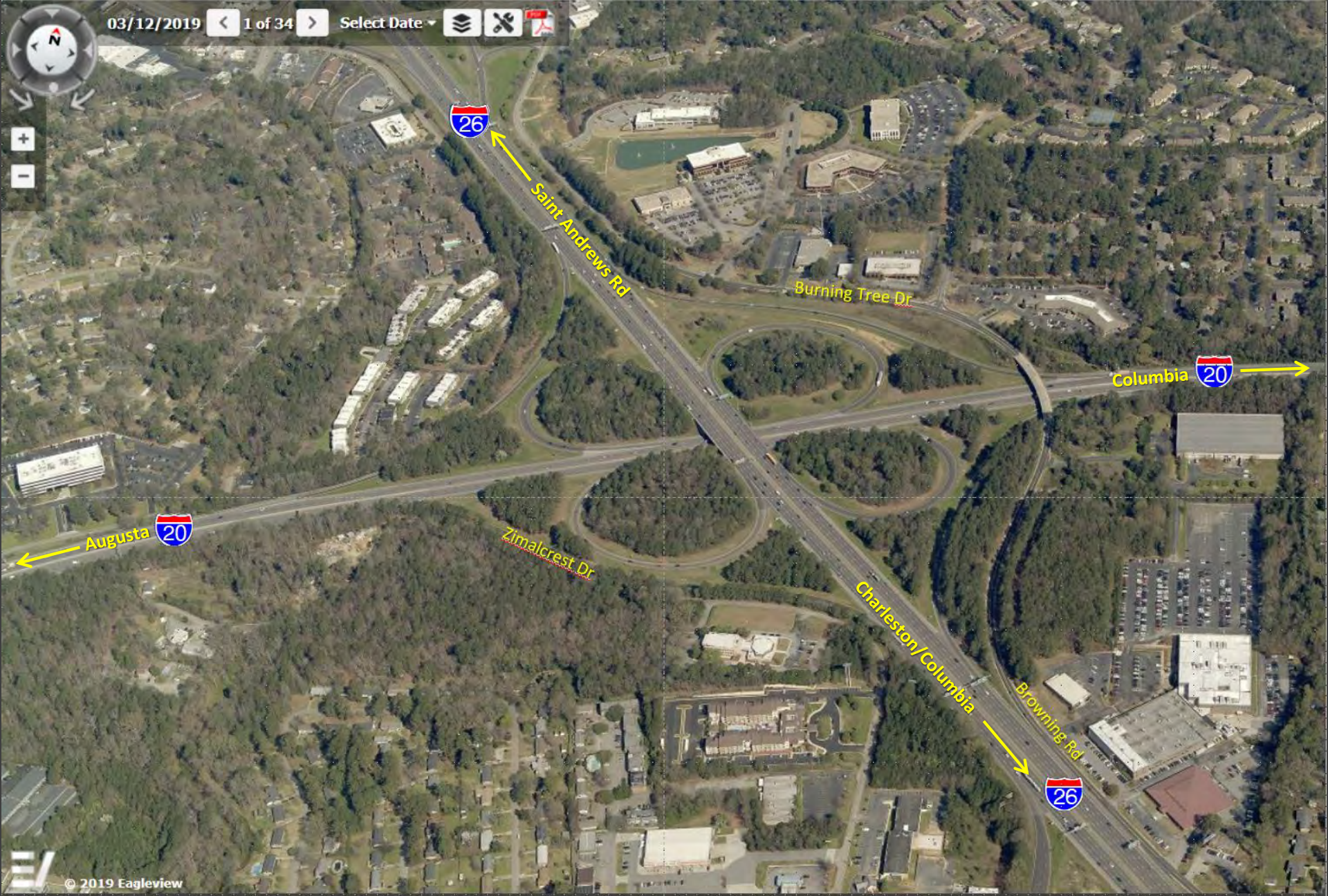


I-26 & SC Hwy 302 (6 Miles to Capitol)



© 2019 Eagleview

I-26 & I-77 (9.5 Miles To Capitol)



I-20 & I-26 (5.7 Miles To Capitol) 168 of 221



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



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



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

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jessica Mancine, Manager of Administration
Department: Utilities
Date Prepared: December 20, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	February 13, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Kemira - Rate Increase Agreement		

Recommended Action:

Staff recommends that the County Council approves:

1. A 2% increase to Kemira’s billing beginning July 2019 to be in line with the agreement.
2. Beginning July 2020, increase Kemira’s billing by 2% per year and not to exceed a 6% increase within 5 years.
3. Revisit the 1998 agreement originally with Huron Tech Corp to be in line with the current company’s name.

Motion Requested:

Move to approve staff’s recommendation as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

Kemira has paid their bills on time. Since the credit of \$38,694.31 was used to pay the October and November bills, the County did not receive revenue for those months. Going forward, the County will receive more than the old rate but less than the budgeted revenue of the new rate before the adjusted rate.

Motion of Origin:

This item did not originate from a motion.

Council Member	
Meeting	
Date	

Discussion:

In September of 1998, Richland County and Huron Tech Corp entered into an agreement (Attachment 1) for County to accept sanitary and processed wastewater from Huron. This agreement establishes the minimum monthly charge for 3,000,000 gallons of processed wastewater (\$7410.00) and flows in excess rate charge per 1,000 gallons (\$1.80). These fees may be increased, but the increase is limited to 2% annually and not to exceed 6% over the contract (assuming the term of the contract will be five years).

Since entering into the agreement, the County charged Kemira, formally FinnChem and Huron, the bare minimum (\$7410) until June of 2018. In June of 2018, Richland County Utilities installed a flow meter and began billing Kemira \$7410.00 plus \$1.80 per 1000 gallons over 3,000,000 gallons per the agreement. While the County increased its sewer rate in 2010 for all residents, we did not increase the rate for Kemira.

When County Council approved the rate increase for sewer service customers effective July 2019, Richland County Utilities (RCU) notified Kemira of the rate increase in May 2019 (Attachment 2). RCU increased Kemira’s minimum by 25% to \$9,262.50 for the first 3,000,000 gallons and overage to \$4.12 per 1,000 gallons. Kemira is requesting to abide by the 1998 agreement terms and to give credits to Kemira for overpayment since July 2019.

We will credit Kemira for below listed months with 2% rate increase. The new rates going forward will have 2% increase for 2019 with an additional rate increase of 2% starting July 2020 per agreement.

Billing Month	Reading in gallons	Old Rate prior to July 2019	Billing Amount	New Rate as of July 2019	Billed Amount	Agreement Billing Rate	Credit Amount
19-Jul	3,000,000	\$ 7,410.00	\$7,410.00	\$ 9,262.50	\$9,262.50	\$7,629.00	\$1,633.50
19-Aug	6,060,000	\$ 12,918.00	\$12,918.00	\$ 21,869.70	\$21,869.70	\$13,247.16	\$8,622.54
19-Sep	6,060,800	\$ 12,919.44	\$12,919.44	\$ 21,873.00	\$21,873.00	\$13,248.63	\$8,624.37
19-Oct	8,942,700	\$ 18,106.86	\$18,106.86	\$ 33,746.42	\$33,746.42	\$18,539.80	\$15,206.63
19-Nov	4,302,000	\$ 9,753.60	\$9,753.60	\$ 14,626.74	\$14,626.74	\$10,019.47	\$4,607.27
						Total Credit	\$38,694.31

Attachments:

1. 1998 Agreement with Huron Tech Corp
2. Rate increase letter to Kemira

STATE OF SOUTH CAROLINA)

WASTEWATER AGREEMENT

COUNTY OF RICHLAND)

This agreement made and entered into this 15TH day of September, 1998, by and between Richland County of the State of South Carolina (hereinafter referred to as the "County") and Huron Tech Corp {hereinafter referred to as "Huron"}.

WITNESSETH:

WHEREAS, the County intends to construct, own, operate and maintain a wastewater collection and treatment system serving portions of the Lower Richland County area in which Huron proposes to locate a new industrial facility.

WHEREAS, Huron desires to connect its new facility to the County's wastewater system.

WHEREAS, the County will have sufficient capacity to provide wastewater treatment service to Huron.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the following shall apply:

A. The County agrees;

1. To accept up to 250,000 gallons per day of sanitary and process wastewater from Huron with an expected average daily flow of 150,000 gallons. It is understood that the maximum daily flows will not exceed 360,000 gallons per day.
2. The point of connection to the County's system shall be sewer pump stations to be constructed by the County on Huron's property according to Huron plant coordinates. The sanitary sewer shall be located at N1219.91 E120.81 and the process sewer at N1220 E126.
3. To be responsible for transportation and treatment of Huron's wastewater from the point of connection with the County's system, and in conformance with applicable laws and regulations of the State of South Carolina and the US Environmental Protection Agency, now and in the future.
4. To send Huron by the first day of each month, an itemized statement of the amount of wastewater handled by the County for Huron during the preceding month. The amount shall be calculated based upon readings taken at the metering/sampling stations to be constructed and paid for by the County (utilizing grant funds earmarked for connecting Huron to the regional sewer system) at the connection points as described in no. 2. above. The County will provide a set of contacts with a 4-20 mA output for Huron to tie into at both metering stations.

5. To charge Huron a rate for transportation and treatment of its wastewater, said rate to be based upon a schedule as established in section C.4. of this agreement.

6. The County understands that Huron's current timetable calls for the new facility to be on-line by November 1, 1998. The County shall make every effort to have its wastewater system operational by that date. It is understood, however, that certain actions necessary for completion of the system are not under the County's jurisdiction and control. At the County's option, an alternate method of wastewater treatment may be provided on a temporary basis to supply Huron with the treatment capacity needed in order to meet the November 1, 1998 deadline. In the event the County supplies a temporary alternative treatment method, there shall be no additional cost to Huron above those described in C.4. below. The County will provide Huron with monthly construction progress reports.

B. Huron agrees;

1. To construct, own, operate and maintain the service lines and other items necessary for connection to the County's system at the location described in A.2. above. The process and sanitary waste streams are to be segregated. The County will coordinate the connection of Huron's service lines to the regional sewer system at the location described in A.2.

2. To abide by all regulations of the County now and in the future, including its SCDHEC approved pretreatment program provided, that the County shall in any event continue to accept the concentration of the components of Huron's process wastewater stream as set forth on Exhibit #1 as long as these concentrations are in compliance with or do not violate any SCDHEC regulations.

3. To provide a process waste stream with characteristics as set forth in its Preliminary Engineering Report of March 1998. The sanitary waste stream shall be domestic in nature.

4. To pay the County with 15 days of receiving the County's statement for the month in question, for wastewater metered through the metering station. Payments not received by the 30th day of each month shall be subject to a finance charge assessed at an annual percentage rate of 15%. If the account becomes delinquent by ninety (90) or more days, the service shall be disconnected until such time as past due accounts and associated costs are paid. If sewer service is disconnected, there will be a Seven Hundred and No/100 (\$700.00) Dollar reconnection charge in addition to payment of past due service charge and the cost of collection.

5. Provide access to the County to the metering/sampling stations installed by and at the County's expense, for the County to inspect, measure or sample Huron's wastewater if they so desire. Should the equipment fail to register or perform for any period, the County shall bill the Huron based on the average for the prior four months or, if this average is not available, based upon the minimum monthly charge set forth in Section C.4. of this agreement.

6. To notify the County of any changes in their current process that may require modification of the pretreatment permit under the County's pretreatment requirements.

C. It is further mutually agreed by and between Huron and the County as follows:

1. That this agreement shall extend for a period of five years from the date of the initial delivery of wastewater and thereafter may be renewed or extended in five year increments at such terms as may be mutually agreed upon by Huron and the County unless terminated by Huron and the County. It is agreed that Huron or the County will give the other a one-year advance notice of termination of this agreement

2. That 60 days prior to the estimated date of completion of construction of the Huron improvements, Huron shall notify the County of the estimated date for the initial delivery of wastewater.

3. The County intends to expand its treatment and discharge capacity as needed to serve growth/expansion by Huron and others in its service area. However, any future increases in Huron's flow to the County system shall be contingent upon capacity being available in the regional system to meet Huron's request. Flows in excess of 360,000 gpd may require the payment of appropriate tap fees for the additional capacity. An additional 100,000 gpd of capacity, for a total of 460,000 gpd, will be made available to Huron if Huron completes its expansion within five years from the date of this agreement. It is agreed that the maximum tap fee that the County could charge Huron would be \$200,000 for the additional 100,000 gpd. It is also understood that this tap fee may be waived if no additional requirements are placed on the County by SCDHEC for the treatment of the Huron wastewater.

4. The initial rate charged Huron by the County shall be set up on a linear sliding scale which peaks at \$2.47 per 1000 gpd at a monthly average of 100,000 gpd and minimizes at \$1.80 per 1000 gpd at a monthly average of 150,000 gpd and greater for process wastewater and \$3.50 per 1,000 gallons of metered flow for domestic wastewater. The equation used to calculate the monthly fee for process wastewater flows between 100,000 and 150,000 gallons per day average is as follows: the quantity (\$3.80 plus the quantity (average daily usage for the month in thousands of gallons times "-0.01333")) times the total monthly usage in thousands of gallons. For a month of 30 days with a total usage of 3,000,000 gallons (100,000 gallons per day average), the calculation of fee would be: $\$3.80 + (-0.01333 * 100) = \2.47 (dollars per thousand gallons); $\$2.47 * 3,000,000 / 1,000 = \$7,410.00$ (total fee for the month for process wastewater). The minimum monthly charge by the County for wastewater service shall be \$7,410.00 plus the charge for the domestic wastewater. This minimum charge shall allow for 3,000,000 gallons of process wastewater. All flows in excess of this shall be charged at the rates per 1,000 gallons provided above.

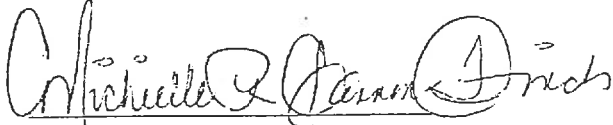
These fees may be adjusted during the term of this contract to reflect any increase or decrease in treatment and/or operation and maintenance costs incurred by the County. Any rate increase will be limited to 2% annually, not to exceed 6% over the term of the contract (assuming that the term of the contract will be five years) provided that Huron's waste stream characteristics do not change from those described in Exhibit #1 or additional treatment requirements are not placed on the County by SCDHEC for the treatment of the Huron waste. If a rate increase is required, the County shall provide Huron with an accounting/analysis of the basis for any rate increase. A review of the rates shall not be made by the County more frequently than annually.

5. That this Agreement is subject to such rules, regulations or laws that may be applicable to similar agreements in the State of South Carolina.

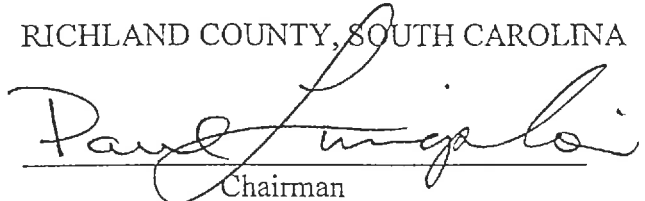
6. That in the event of any occurrence rendering Huron or the County incapable of performing under this Agreement, any successors of the two parties, whether the result of legal process, assignment or otherwise, shall succeed to the rights hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

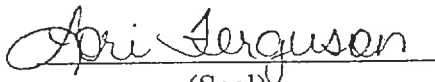
ATTEST:


(Seal)

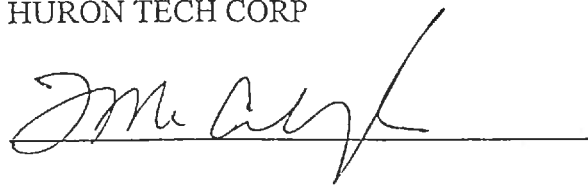
RICHLAND COUNTY, SOUTH CAROLINA


Chairman

ATTEST:


(Seal)

HURON TECH CORP



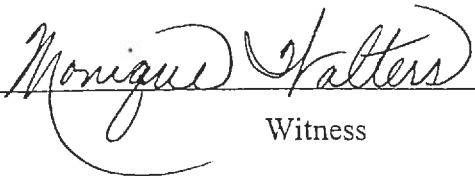
Richland County Attorney's Office


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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE NO. 1

PERSONALLY appeared before me, the undersigned witness, who being duly sworn says that (s)he saw the within-named, Governing Body of Richland County, by its duly Authorized Officer, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.



Witness

SWORN to before me this the 15 day

of Sept, 1998.

Randy E. Byrd (L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires 03/09/2002

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE NO. 2

PERSONALLY appeared before me, the undersigned witness, who being duly sworn says that (s)he saw the within-named **Huron Tech. Corp.**, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness, whose signature appears above, witnessed the execution thereof.

April Ferguson

Witness

SWORN to before me this the 21st day
of August 1998.
Christace J. Sullivan (B.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires August 10, 1999
My Commission Expires _____.



**RICHLAND COUNTY GOVERNMENT
UTILITIES DEPARTMENT**

7525 Broad River Road, Irmo, SC 29063
T 803-401-0050 | F 803-401-0030
rcu_services@richlandcountysc.gov | richlandcountysc.gov

May 9, 2019

Kemira Chemicals Inc.
191 Wateree Station Rd.
Eastover, SC 29044

Dear Customer,

After extensive Rate Study of the existing rates and future needs for Richland County Utilities sewer service, our consultant has recommended to increase rates to meet the Utilities' needs. The rate increases are related to the rising cost of operation and maintenance costs as well as other infrastructure needs.

Overall rate increase was approved by Richland County Council on February 19, 2019 effective July 1, 2019. The rate increase will affect sewer charges beginning with your July 2019 usage. Your current billing for the plant is \$7410 for first 3,000,000 gallons and any additional is \$1.80/1000gal. Your new billing will be \$9,262.50 for first 3,000,000 gallons and any additional will be \$4.12/1000gal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Mancine".

Jessica Mancine

Manager of Administration



**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Art Braswell, General Manager, Solid Waste & Recycling
Department: Public Works
Date Prepared: February 11, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 12, 2020
Budget Review	James Hayes via email	Date:	February 14, 2020
Finance Review	Stacey Hamm via email	Date:	February 11, 2020
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance Committee		
Subject:	Roll-off Container Service Purchase Orders (POs) increase		

Recommended Action:

Staff recommends approval of the request to increase the Purchase Orders (POs) to cover the costs for solid waste and recycling container services solicited under Request for Bid RC-119-B-2019.

Motion Requested:

1. Move to approve staff's recommendation to increase the purchase orders to cover the costs for solid waste and recycling container services; or,
2. Move to deny staff's recommendation to increase the purchase orders to cover the costs for solid waste and recycling container services.

Request for Council Reconsideration: Yes

Fiscal Impact:

Since the beginning of fiscal year, the Solid Waste & Recycling Department has received invoices from the County's contracted hauler for container hauling services at the Richland County C&D Landfill Drop-off Center and the Lower Richland Drop-off Center, Clemson Road Recycling Drop-off Site, and special recycling events that will soon exceed \$100,000. Additional funds will be needed to cover the cost of the container services through the end of the fiscal year. Container services are funded through the Solid Waste Enterprise Fund. The recommended increase is for \$131,000. Presently, we do not believe that any amendments to the Solid Waste budgets will be required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

On September 25, 2018, the Procurement Department staff issued a Request for Bids (RFB) for Container Hauling Services. The Procurement Department received two bids for the services. Capital Waste Services, LLC (CWS) was lowest, responsive bid.

On January 11, 2019, Richland County and CWS entered into a contract for CWS to provide the container services for the County. Through the contract, CWS provides container service for the Richland County Landfill Drop-off Center, the Lower Richland Drop-off Center, the Clemson Road Recycling Drop-off Site, and for special recycling and waste collection events. The contract is a “pay for pull” contract whereby CWS charges for each time a container is pulled and hauled to either the landfill or recycle center.

Costs for the service has increased significantly over previous hauling costs. Due to the higher cost of service, the purchase order will exceed \$100,000; therefore, Solid Waste & Recycling is requesting Council approval to increase the purchase orders for container services to cover the costs of CWS container services through the end of the fiscal year.

Attachments:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Tomothy Edmond, Chief Summary Court Judge
Department: Upper Township District
Date Prepared: December 11, 2019 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 13, 2020
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 14, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, MBA, CPM

Committee Administration & Finance
Subject: Salary Adjustment for Richland County Magistrates

Recommended Action:

Chief Magistrate Edmond recommends approving the salary increases for Richland County Magistrates based on the “Richland County Departmental Compensation Plan.” Richland County Magistrates are currently compensated based on a formula derived from a pay plan, which was most recently updated during the fiscal year of 2015-2016. Under this county pay policy, full time magistrate judges’ salaries are 75% of a Circuit Court judge’s salary. In the most recent legislative session, the General Assembly passed a pay increase for Circuit Court judges and raised their salary from approximately \$143,000 to \$188,000. This means that a full time magistrate judge’s salary would increase from approximately \$114,000 to \$141,000.

Motion Requested:

Move to accept the Chief Magistrate’s recommendation to approve the amended salaries for full time magistrates based on the “Richland County Departmental Compensation Plan.” This motion would increase the salaries approximately 33% which is in accordance with what the magistrates have been compensated since 1998 (magistrates have been paid in accordance with Circuit Court judges since then). This motion would not, and magsitrates are not seeking, any “backpay” from when the Circuit Court judges salaries went in to effect back on July 1, 2019.

Request for Council Reconsideration: Yes

Fiscal Impact:

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000

- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

(1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;

(2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and **circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;**

(3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

The current grand total of salaries for Richland County Magistrates is \$2,058,863.44. In accordance with the pay plan, this grand total would increase by \$679,424.94 for a grand total of \$2,73,288.38. This grand total includes FICA and Police Retirement System.

Additional Considerations:

Per Finance Director Stacey Hamm, when the General Assembly passed the Circuit Court pay increase, a proviso was issued that said indicated the increase would not apply to Magistrates. They also sent a correction that the 2% doesn't apply until FY21. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

Additionally, Budget Director James Hayes has expressed "great concerns of the fiscal impact and [the County's] ability to incurring such a great recurring costs."

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

In 1998, Richland County passed their first pay plan with regards to how magistrate judges would be compensated. Based on South Carolina law, all magistrates are to be compensated by their county based on a formula tied to a Circuit Court judge's salary. In the largest counties, which includes Richland, the baseline amount to be paid is 54% of a Circuit Court salary. However, all counties are allowed to pay above this baseline. Richland County has agreed to pay above this baseline since 1998. In the most recent pay compensation plan, Richland County has agreed to pay 75% of a Circuit Court salary.

Unlike many other counties across our state, Richland County is a leader in compensating and funding our magistrate court system. At every annual conference, judges across the state call Richland the "envy" of the magistrates system and what every magistrate system hopes to achieve. This is reflected in our Central Court located on Decker Blvd. This court has nine separate court rooms, mediation rooms, offices for the public defender and solicitor, and many more accommodations. Twice a month, hundreds of Richland County jurors are called to serve and witness first hand the impact of a fully funded and first rate magistrate system.

Richland County has not only invested heavily in the court infrastructure, but also the compensation to our 22 magistrate judges, and it reflects. The high compensation for these positions brings out some of the most qualified judges who seek these positions. As a core government function, the court is able to operate in state of the art facilities with knowledgeable and respected judges. The compensation of these judges has a direct impact on the community and the interaction between citizens and the government.

Just recently, the Post and Courier did an expose on the magistrate court system throughout our state and it was not kind. The article described the system as "corrupt" and "incompetent." The article also pointed out that many counties have been, and will be, sued by the ACLU for not protecting defendant's rights. Fortunately, the current Richland County Magistrate system was not in this article, and not by coincidence. Former Chief Magistrate Simons and current Chief Magistrate Edmond have worked to make sure that our court system is always in compliance with Court Administration and the Supreme Court. Quite often Court Administration will call on Richland County Magistrates to handle cases outside of our jurisdiction when there is a conflict.

In sum, the salary compensation is a direct investment in a fundamental service to the citizens.

Attachments:

1. Chief Magistrate's Supporting Documentation
 - a. Salary Increase Numbers
 - b. South Carolina Code 14-1-200
 - c. Richland County Departmental Compensation Plan (2013)
 - d. Richland County Departmental Compensation Plan (2015-2016)
 - e. Special Called – Budget 3rd Reading
2. SCAC - Magistrates and Masters-in-Equity Salary Update

Under S.C. Code Ann. § 14-1-200, Circuit Court judges are paid 95% of what an Associate Justice of the Supreme Court is paid. The Chief Justice of the Supreme Court is paid 105% of what an Associate Justice of the Supreme Court is paid.

Under the 2019-2020 General Appropriations bill, the Chief Justice makes a salary of \$208,000. An Associate Justice makes \$198,095. So a Circuit Court judge makes 95% of \$198,095 which is \$188,190.25.

Salaries:

- Chief Justice: \$208,000
- Associate Justice: \$198,095
- Circuit Court Judge: \$188,190.25

SECTION 14-1-200. Establishment of salaries of Supreme Court Justices, Court of Appeals, Circuit Court, and Family Court judges.

The General Assembly shall establish the salary of the Chief Justice and Associate Justices of the Supreme Court in the annual general appropriation act with the salary of the Chief Justice to be one hundred five percent of the salary fixed for Associate Justices of the Supreme Court and shall fix the salaries for the court of appeals, circuit court, and family court according to the following schedule:

- (1) The chief judge of the court of appeals shall receive a salary in an amount equal to ninety-nine percent of the salary fixed for Associate Justices of the Supreme Court;
- (2) Judges of the court of appeals shall receive a salary in an amount equal to ninety-seven and one-half percent of the salary fixed for Associate Justices of the Supreme Court, and circuit court judges shall receive a salary in an amount equal to ninety-five percent of the salary fixed for Associate Justices of the Supreme Court;
- (3) Judges of the family court shall receive a salary in an amount equal to ninety-two and one-half percent of the salary fixed for Associate Justices of the Supreme Court.

S.C. Code Ann. § 14-1-200

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 1 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

POLICY:

To establish pay plans for Richland County magistrates, subject to appropriations by Council in the Richland County Budget Ordinance.

PROCEDURE:

1. As of July 1, 1998, a full-time magistrate with a two year associate degree or four year Bachelors degree and having obtained four (4) years judicial experience or having a total of twelve (12) years judicial experience as an equivalent shall be paid at a salary rate of sixty percent (60%) of that of a Circuit Court Judge's salary of this state. A newly appointed magistrate would progress to the full time rate as follows:
 - 1.1. A newly appointed magistrate with a four (4) year Bachelor degree should be paid according to the "A" scale below. The term "Newly Appointed" for scale "A" means a person with a Bachelor degree never before serving as a magistrate for his/her first four year term or the remainder of an unexpired term of a former magistrate. A newly appointed magistrate does not have the requisite experience.
 - 1.2. A newly appointed magistrate without a four (4) Bachelor degree shall be paid according to the "B" scale below. The term newly appointed for the purposes of "B" scale means a person who meets the state minimum requirement and does not have a bachelor degree and does not have the requisite experience.
2. **SCALE (A)**
 - 2.1. Upon first appointment a magistrate with a four year Bachelors degree shall be paid forty eight percent (48%) of the a circuit court judge for South Carolina.
 - 2.2. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification by the Magistrate Board of Certification, a newly appointed magistrate shall be paid fifty four percent (54%) of a circuit court judge for South Carolina.
 - 2.3. Upon completion of the anniversary of the second year as a magistrate, the magistrate shall be paid fifty seven percent (57%) of a circuit court judge for South Carolina;
 - 2.4. Upon completion of the anniversary of the third year in office, year as a magistrate, the magistrate shall be paid sixty percent (60%) of a circuit court judge of South Carolina;

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN	
TITLE: Magistrate Supplemental Pay Plans	Number: 2
EFFECTIVE DATE: 07/01/2013	Page: 2 of 3
REVISION DATE: 07/03/2013	REVISION #:
PREPARED BY: Human Resources Department	AUTHORIZED BY: TDH

2.5. Upon completion of the anniversary of the fourth year in office, a magistrate shall be paid at a rate designated in section 1 above; that is sixty six percent (66%) of the rate of salary of circuit judge of the state.

3. SCALE B

3.1. Upon initial appointment the magistrate shall be paid at the state base rate.

3.2. Upon the second (2nd) anniversary the magistrate shall be paid at a rate of forty percent (40%) of a circuit judge's salary.

3.3. Upon the fourth (4th) anniversary the magistrate shall be paid at rate of forty four percent (44%) of a circuit judge's salary.

3.4. Upon the sixth (6th) anniversary the magistrate shall be paid at a rate of forty eight (48%) of a circuit judge's salary.

3.5. Upon the eighth (8th) anniversary the magistrate shall be paid at the rate of fifty two percent (52%) of a circuit judge's salary.

3.6. Upon the tenth (10th) anniversary the magistrate shall be at the rate of fifty six percent (56%) of a circuit judge's salary.

3.7. Upon the twelfth (12th) anniversary the magistrate shall be paid at a rate of sixty (60%) percent of a circuit judge's salary.

4. The annual salary adjustment for a magistrate will be the normal progression as outlined in Scale A and Scale B. Once the adjustment under Scale A and B has been achieved, any subsequent adjustments will be consistent with those of a circuit court judge. This will be inclusive of any cost of living adjustments given to State employees.

5. Magistrate and ministerial magistrates shall have the same perquisite as those employees of the County of similar position and salary.

6. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service.

7. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$5,000.00) for such added responsibilities as require by such position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.

RICHLAND COUNTY DEPARTMENTAL COMPENSATION PLAN

TITLE: Magistrate Supplemental Pay Plans

Number: 2

EFFECTIVE DATE: 07/01/2013

Page: 3 of 3

REVISION DATE: 07/03/2013

REVISION #:

PREPARED BY: Human Resources Department

AUTHORIZED BY: TDH

8. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers retirement System (PORS) with the county contributing the full employer portion.

9. Magistrates requesting to be converted to PORS will have conversion funds contributed by the County equal to the amount due for the time served as a magistrate. Any other State retirement years required to be converted will be at the individual's expense.

REPLACES PAY PLAN EFFECTIVE AS OF JULY 1 1998 & 2013

POLICY

To establish pay plan for Richland County Magistrates subject to appropriations by the Council in the Richland County Budget Ordinance FY 2015 – 2016

PROCEDURE

1. Effective July 1, 2015 a full time magistrate meeting state qualifications or having obtained four (4) years judicial experience shall be paid at a rate of **seventy-five percent (75%)** of a Circuit Court Judge's salary of this state. Future salary adjustments shall be the same as salary adjustments, including cost of living adjustments, for all other Richland County employees. A newly appointed magistrate would progress to the full time salary rate as follows:

Newly Appointed Magistrate means a person meeting state qualifications and never before serving as a magistrate during the first four years in office.

- A. Upon first appointment a newly appointed magistrate shall be paid seventy-five percent (75%) of a full-time Richland County's magistrate's salary as in one (1) above;
- B. Upon completion of the orientation school sponsored by the South Carolina Court Administration and certification or exemption by the Magistrate Board of Certification a newly appointed magistrate shall be paid eighty percent (80%) of a full-time Richland County magistrate's salary as in one (1) above;

- C. Upon completion of the anniversary second year as a magistrate, the first term magistrate shall be paid eighty-five percent (85%) of a full-time Richland County magistrate's salary as in one (1) above;
 - D. Upon completion of the anniversary of the third year in office a first term magistrate shall be paid ninety percent (90%) of a full-time Richland County magistrate's salary as in one (1) above;
 - E. Upon completion of the anniversary of the fourth year in office and thereafter a full-time magistrate shall be paid the same salary as other full-time magistrates who have served for four years or more in Richland County.
-
- 2. Magistrates and ministerial magistrates shall have the same perquisites as those Richland County employees of similar position.
 - 3. Any part-time magistrate or ministerial magistrate shall be paid a prorated salary based on hours worked and length of service as set out in A through E above.
 - 4. A full-time Chief Magistrate for administrative purposes shall be paid a yearly stipend of five thousand dollars (\$ 5000.00) for such added responsibilities as required by such a position and such stipend shall be forfeited when that person is no longer Chief Magistrate for administrative purposes for the county.
 - 5. As a participant in the criminal justice system, each magistrate shall be assigned to the Police Officers Retirement System (PORS) of South Carolina with the County contributing the full employer portion. A Newly Appointed Magistrate may elect in writing to remain in the State Retirement System should the person have prior service credits there.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Special Called - Budget 3rd Reading
 June 22, 2015
 Page Eleven



The vote in favor was unanimous.

Outside Agencies: Move to fund Midlands Mediation Center at prior year amount of \$20,000 - This item was withdrawn.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move that all budget recommendations be amended to include an increase in the salary of the magistrate to 75% of a circuit judge's salary. This will result in an 11.94% salary adjustment from 67% to 75% of a circuit judge's salary for 15 full time and 3 part-time magistrates. Total payroll increase will be \$218,000 - Mr. Livingston moved, seconded by Mr. Jackson, to support the proposal for \$218,000; reduce the Detention Center budget by \$218,000 and request the Administrator to evaluate the savings realized by these changes.

Mr. Livingston stated that if the changes do not realize a cost savings then the "pilot program" will be terminated.

Mr. Pearce inquired if the magistrate's salary can be temporarily adjusted.

Mr. Smith stated the State statute states that you cannot reduce the salary of a magistrate while they are in office.

Mr. McDonald stated from a programmatic standpoint the concept is good if the County can do so as a pilot program and review after a year.

Mr. Pearce inquired if the Chief Magistrate has the ability to voluntarily waive the statute in order to institute the pilot program.

Mr. Smith stated the statute cannot be waived.

Mr. Rose requested a friendly amendment to approve this item contingent upon Administration and Legal being able to structure the pilot program whereby if the program ceased the funding would ceased as well.

Mr. McDonald suggested earmarking the funds in the Detention Center budget and to allow Legal and Administration to work on the salary issue. If the logistics of salaries can be work out, then move the funds to the appropriate budget for expenditure.

Mr. Malinowski inquired if the costs would increase on items ordered by the Detention Center if the inmate population were to decrease and to research the option of utilizing "Skype" and/or other online services to reduce personnel costs.

The vote in favor was unanimous.

All Regional Magistrates, Administrative Magistrate, and District Magistrate: Move to revise the County Bond Court processes to a 24 hour operation. This change

ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Wednesday, June 12, 2019 4:49 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 12, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

[ABOUT SCAC](#) [SC COUNTIES](#) [LEGISLATION](#) [MEETINGS](#) [SERVICES](#) [PUBLICATIONS](#)

Counties are required by law to fund the salaries of magistrates and masters-in-equity. State law has traditionally tied magistrates and masters-in-equity salaries to the salary of a circuit court judge, which is set in the state budget.

In this year's state budget (FY 19-20), circuit court judges received a significant increase in their salaries. Additionally, a proviso was passed that requires magistrate and masters-in-equity salaries to be computed differently. Proviso 117.157 effectively decoupled magistrates' salaries from a circuit court judge's salary. This was accomplished by freezing the fiscal year to compute a magistrate's salary to FY 18-19, the year prior to the judicial salary increase.

As a result of the decoupling, magistrates will be paid the same amount they were paid in FY 18-19 and will receive a 2 percent increase pursuant to the pay increase given to all state employees this year. The relevant code section dealing with magistrate salaries is § 22-8-40.

Proviso 117.157 did not decouple or freeze masters-in-equity salaries. Masters-in-equity remain tied to the circuit court judges' salaries pursuant to § 14-11-30, which provides that they must be paid up to 90 percent of a circuit court judge's salary. They also still have graduated pay scales based on county population with the 90 percent pay representing the highest paid tier. If your county has a full-time

or part-time master-in-equity, then you will be responsible for funding the increased salary of the master-in-equity.

If you have any questions about how much more your county must pay the master-in-equity please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please consult your county attorney or Daina Riley if you have questions about what tier your county is in for each position.

South Carolina Association of Counties
1919 Thurmond Mall
PO Box 8207
Columbia, SC 29202-8207
Phone: (803) 252-7255 * (800) 922-6081
FAX: (803) 252-0379
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ASHIYA MYERS

From: SCAC Staff <scac@scac.ccsend.com> on behalf of SCAC Staff <scacstaff@scac.sc>
Sent: Monday, June 17, 2019 1:09 PM
To: SANDRA YUDICE
Subject: Magistrates and Masters-in-Equity Salary Update - June 17, 2019



SOUTH CAROLINA ASSOCIATION OF COUNTIES

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On June 12, 2019, SCAC sent a magistrates and masters-in-equity salary update which stated that magistrates will receive a 2 percent pay increase this year (FY 19-20). Court Administration has since opined that the 2 percent pay increase will not take effect until FY 20-21.

If you have any questions regarding this update, please contact staff attorney [Daina Riley](#) at 1(800) 922-6081. Please see the attached salary schedule - available in the original Excel file, or as a PDF - as provided by Court Administration.

[Salary schedule \(Excel\)](#)

[Salary schedule \(PDF\)](#)

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**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Ashiya A. Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: February 19, 2020 **Meeting Date:** February 25, 2020

Legal Review	Elizabeth McLean via email	Date:	February 19, 2020
Budget Review	James Hayes via email	Date:	February 19, 2020
Finance Review	Stacey Hamm via email	Date:	February 19, 2020
Approved for consideration:	County Administrator	Leonardo Brown MBA, CPM	

Committee: Administration & Finance
Subject: Senior Resources - Request for Matching Grant Funds

Recommended Action:

This is a Council member initiated request. Staff will act in accordance to the will of the body.

Motion Requested:

1. Move to approve the request for funding; or,
2. Move to deny the request for funding.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Office of Budget and Grants Management has indicated that while limited funding is available, it does not advise exceeding \$25,000. Additionally, the County Attorney’s Office has advised that the release of any funding should be contingent upon the requestor having the remaining matching funds from other members of the coalition.

Motion of Origin:

Request for matching grants funds for Senior Resources

Council Member	Paul Livingston, District 4
Meeting	Regular Session
Date	February 11, 2020

Discussion:

Senior Resources, Incorporated, has applied for the Permanent Improvement Grant through the South Carolina Department on Aging. The grant is competitive with a maximum award of \$350,000 given to two or three grantees statewide. Senior Resources, Inc., is also the only applicant in Richland County and has the support of the Central Midlands Council on Governments' Area Agency on Aging.

Applications are judged on merit, local support, and match funding; therefore, Senior Resources seeks a coalition for a 30% match (\$150,000) to request the full \$350,000 in state funds. The entity has indicated it is working with Richland County, the City of Columbia, and other private sources to build the coalition. Per conversation with Senior Resources, Inc., Executive Director Andrew Boozer, the board has identified \$60,000 within its funds to support their application. The organization is requesting \$50,000.

Grant funds will be used to create the Millwood Senior Center via the use of renovated and repurposed vacant spaces in an existing building. Senior Resources does not anticipate the new center will increase its operating budget or require new staff.

Attachments:

1. Senior Resources Memo
2. Proposed Project Description



MEMO

January 31, 2020

From the desk of

Andrew Boozer
Executive Director

Cell: 803-924-7176

Office: 803-252-7734
ext 261

abooser@
seniorresourcesinc.org

Millwood Senior Center Detailed Information

Purpose:

Create a new Senior Center as a centrally located hub to provide activities and programs that keep seniors healthy and independent.

Senior Center would be created by renovating and repurposing underutilized and vacant spaces on the first floor of the existing building and relocating office areas.

Does not increase operating budget, as it repurposes approximately 30% of existing space, and utilizes existing staffing.

Positions the agency to request future Federal and State program funds that will cover any additional program expansion, such as adding a 5th daily meal site to our programs or offering senior exercise programs.

Improves current services to Richland County seniors countywide and provides a new opportunity to expand services into the downtown Columbia area with our first senior center facility to operate in the urban area.

Transportation available for countywide access to the new facility through Senior Resources and along the COMET route which passes the building.

We are the only applicant in Richland County and have the support of the Central Midlands Council of Governments' Area Agency on Aging.

Funding:

Available through competitive grant from South Carolina Department on Aging, Permanent Improvement Project (PIP) Grant. **Deadline for application February 28, 2020.**

Funding provided by the state legislature through the revenue received by the state from gambling/BINGO laws, with maximum award of \$350,000.

Competitive statewide funding, only 2-3 awards with as many as 15 applications expected.

Applications are judged by merit and by local support and match funding.

Senior Resources seeks a coalition for a 30% match (\$150,000) to request the full \$350,000 in state funds. We are working with city, county, and private sources to build this coalition.

One-time funding request for up to \$150,000. Ideally funding will be awarded and in-hand by 2/28/2020 by grant deadline. Alternate timeline for funding is possible, but require written and authorized commitments prior to February 28, 2020 to count in our competitive application.



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Libby Tucker
Colonial Life

Andrew Boozer
Executive Director

Proposed Project: Millwood Senior Center

Create a new Senior Center as a centrally located hub to provide activities and programs that keep seniors healthy and independent. Senior Center would be a focal point in the community and will be created by renovating and repurposing the first floor of the existing building at 2817 Millwood Avenue.

The project will include:

- ✓ **One-stop location for senior citizens and their families** to receive information and resources, as well as programing to assist aging adults.
- ✓ **Expand community-based services** to supplement and enhance current programs including nutrition, food co-operatives, resource pantry, and transportation.
- ✓ **Multipurpose room** for community events, evidence-based health and fitness activities, and specialized programs to enhance services for seniors.
- ✓ **Classroom space** for health and wellness education, health care clinics, lifelong learning, and more.
- ✓ **Training and service hub** for volunteer programming, including intergenerational Senior Corps Foster Grandparent program in partnership with local schools.
- ✓ **Serve as backup congregate meal site** for four other wellness centers in unincorporated parts of Richland County in the event of emergencies, power outages, or building repairs. Creates capacity for group dining site in the City of Columbia for the first time.
- ✓ **First of its kind in Columbia and Richland County** to provide senior center with no membership fees, provides community and need-based programming at no fee to seniors, centrally located with easy access from all points in the county.
- ✓ **Transportation services available** through Senior Resources' Senior Wheels programming (Urban and Rural services), located on the COMET route, and through other local partnerships.

Funding:

Competitive grant available through the South Carolina Department on Aging for up to \$350,000 with a minimum 30% match requirement (\$150,000). Coalitions to meet the match requirement are needed from public and private sources by **February 28, 2020**.

Contact: Andrew Boozer, Executive Director,
aboozer@seniorresourcesinc.org, cell: 803-924-7176

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Tomothy Edmond, Chief Magistrate
Department: Magistrate
Date Prepared: December 11, 2019 **Meeting Date:** February 25, 2020

Legal Review	<i>Feedback not received prior to the submission deadline</i>	Date:	
Budget Review	James Hayes via email	Date:	January 28, 2020
Finance Review	Stacey Hamm via email	Date:	January 15, 2020
Approved for Council consideration:		County Administrator	Leonardo Brown, MBA, CPM

Committee Administration & Finance

Subject: Bond Court Consolidation – City of Columbia and Richland County

Recommended Action:

Chief Magistrate Edmond recommends implementing a consolidation plan of Columbia Bond Court and Richland County Bond Court. Richland County and the City of Columbia currently operate two separate bond courts inside Alvin S. Glenn Detention Center. Over two years ago, Richland County converted into a 24-hour bond court, which allows for simplifying the bonding process for the public, reducing process time of inmates, and reduce the daily jail population. As of today, the City of Columbia is currently operating two bond court sessions, one in the morning and one in the late afternoon. The Bond Court Consolidation plan will overhaul this arrangement and allow Richland County to handle the entire bond process from the City – from actually setting the bonds to handling posting the bonds. Richland County currently handles the bond process for several other municipalities in the entirety, including Forest Acres, Irmo, Cayce, and more.

The objective of this plan would be to combine the City and County bond courts into one bond court process; to reduce the costs to the City, including tangible/fixed costs as well as intangible costs; to increase the efficiency of Alvin S. Glenn in regards to bond setting; and to benefit government entities involved in this process – the Sheriff’s Department, the Solicitor’s Office, the Magistrate Court, and Alvin S. Glenn staff.

Motion Requested:

I move to accept the Chief Magistrate’s recommendation to enter into an agreement with the City of Columbia to consolidate both bond courts, which would include a complete take over of their bond court and bond process, in which the City would pay an annual fee to the County.

Request for Council Reconsideration: Yes

Fiscal Impact:

The potential fiscal impact would consist of annual money paid to the County by the City, as well as potential increase in staff personell at bond court. The current costs to run the Richland County Bond Court, based on salaries alone, are:

- **Judge Salaries**
 - 7 part-time judges
 - \$76,500 per year
 - 12 hour shifts
 - Part-time judges work solely at bond court
 - Part-time judges salary is calculated based on full-time judge salary
 - Full-time judges have to fill in at bond court
- **Staff Salaries**
 - 1 bond court manager
 - 1 bond court assistant manager
 - 9 bond court clerks
 - Bond court staff work solely at bond court and receive an additional \$4,000 stipend on top of their salary
 - Average salary: \$39,000

The approximate costs for the City of Columbia to run their bond court:

- Judge salary
- Clerk salary
- Court officers salary
- Overtime payments to CPD officers waiting for bond court
- Holding over defendants
 - It costs the city \$71 a day to house an inmate. If a defendant is arrested after the city has already held bond court, then he will have to spend an extra night at ASG and wait for the next day's hearing. Even if the defendant makes bond, he will still have to have it paid at the city's court on Washington Street before they close that day. Otherwise, he will have to spend an additional night in ASG.
- Liability
 - Sanctions from Court Administration
 - Civil liability for holding defendants over 24 hours without bond setting

These dollar figure costs do not account for the non-dollar figure costs of operating a bond court, particularly liability:

Annually, Richland County Magistrate Court has to budget approximately \$480,000 to operate the bond court alone. This dollar figure consist of judges' salaries plus staff salaries. This operation dollar number does not include many more non-numerical figures, which make operating a bond court hazardous. The biggest cost in this area is liability.

The potential liability from setting bonds ranges from the political to the financial. Judges have to be extremely knowledgeable and prepared when setting bonds so as not to release an inmate who poses a

potential risk of reoffending a violent crime, while at the same time complying with statutory requirements mandating that the majority of individuals receive bonds. Judges have to answer to Court Administration, circuit court judges, and the Chief Justice, if they fail to set proper bonds. This can result in disciplinary actions, suspension, and even removal from office.

Another liability in handling bond settings is making sure that a defendant is not being improperly held in Alvin S. Glenn. Court staff has to work hand in hand with detention staff to make sure that no magistrate or municipal defendant is staying beyond the 30-day maximum sentence. Other potential liability costs may include worker’s compensation expenses, travel expenses, overtime, etc. The liability costs associated with running a bond court can far exceed the dollar figure of operation costs.

Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

Based on the annual cost that Richland County incurs to run the bond court (based on salaries alone), the potential cost to the City would be approximately \$480,000 annually:

Costs to operate R.C. Bond Court

Judge Salary	\$535,500
Staff Salary	\$429,000
Total	\$964,500

Current cost per defendant

Bond settings FY 18/19 (county only)	R.C. Bond Court Costs FY 18/19	Cost to set bond per defendant
7,964	\$964,500	\$121.11

Potential dollar figure city would pay annually to county

City bond settings FY 18/19	Cost per defendant	Total
3,960	\$121.11	\$479,595.60

Additional Considerations:

Budget Director James Hayes indicated there are concerns about the fiscal impact being absorbed by the City as well as incurring additional costs by the County.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The current system of operating two separate and distinct bond courts inside of Alvin S. Glenn produces many inefficiencies and double costs. The City of Columbia is the only municipality that Richland County does not set bond for. While the City does have a large docket of cases per year compared to the next closest municipality (Forest Acres: 300-400), the County is able to seamlessly set these other municipalities bonds in an efficient and effective manner.

There are two main factors to consider when deciding whether to incorporate and consolidate the City bond court. First, if the City is willing to pay an annual premium to the County, then it would make fiscal sense to set all bonds that occur in Richland County. Based on the County’s bond court current ability to set all other municipal bonds, as well as our ability to conduct a 24-7 bond court, the Magistrate system is equipped to expand our docket size.

The defendants that are arrested by the City of Columbia would follow the same process as defendants arrested by the above listed agencies/municipalities.

Richland County bond court operates 24-hours a day and has multiple bond sessions throughout the day and night. Any defendant arrested for a crime that has a victim would have their bond set at 2PM that day (the cutoff for this time is approximately 12:30PM). The 2PM docket allows for law enforcement and victim services to have a set time in the day to inform victims of when the bond will be set. All other charges (e.g., drugs, public disorderly, etc.) are set shortly after arrest during one of the staggered bond sessions.

Richland County set approximately 8,000 bonds in the last fiscal year. The City of Columbia set approximately 4,000. The City sets all Columbia bonds, whether that is for municipal charges or General Sessions charges (excluding murder, CSC 1st, etc.):

18 / 19 FY City Bond Inmates Processed				
	PR Bonds	Surety Bonds	Total City Process	Total Book –INs at ASGDC
18-Jul	223	102	359	1063
18-Aug	290	85	398	1172
18-Sep	221	65	316	1042
18-Oct	224	82	331	982
18-Nov	185	102	305	936
18-Dec	207	67	316	997
19-Jan	174	93	301	954
19-Feb	224	91	329	990
19-Mar	212	90	316	945
19-Apr	209	102	303	918
19-May	230	117	354	986
19-Jun	223	89	332	939
	2622	1085	3960	11924

The County would assume all bond settings at Alvin S. Glenn.

Second, the consolidation of the two bond courts makes sense in respect to government efficiency and productivity. The biggest impact will be felt by the Alvin S. Glenn Detention Center, the Solicitor’s Office, the Sheriff’s Department, the Columbia Police Department, and the Magistrate Court System. All elected and appointed officials of these listed departments support the consolidation. By having one central bond court, all parties will know who is in charge and where to direct complaints or questions. Victims will know that no matter which law enforcement agency arrested the defendant, their case will be heard by the County bond court. The elected Sheriff and appointed police chief will be able to speak directly to one judge, the Chief Magistrate, when discussing bond hearing issues. Alvin S. Glenn will have to dress out less inmates because all City inmates will be heard using the 24-7 bond court system, as opposed to the City’s current one, and sometimes two, hearings a day.

Overall, consolidating the two bond courts will allow for a more efficient and productive bond court that will benefit many county agencies and will have a net positive fiscal impact, if the City pays the appropriate premium.

Attachments:

1. Operational Costs of Bond Court
2. Potential Cost for City of Columbia Annually
3. Non-Dollar Figure Costs (Liability)
4. Operational Functions
5. Supreme Court Order

Operational Costs of Bond Court

City of Columbia Bond Court Operation Costs

- Judge salary
- Clerk salary
- Court officers salary
- Overtime payments to CPD officers waiting for bond court
- Holding over defendants
 - It costs the city \$71 a day to house an inmate. If a defendant is arrested after the city has already held bond court, then he will have to spend an extra night at ASG and wait for the next day's hearing. Even if the defendant makes bond, he will still have to have it paid at the city's court on Washington Street before they close that day. Otherwise, he will have to spend an additional night in ASG.
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Richland County Bond Court Operation Costs

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Potential Cost for City of Columbia Annually

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Non-Dollar Figure Costs (Liability)

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The potential liability from setting bonds ranges from the political to the financial. Judges have to be extremely knowledgeable and prepared when setting bonds so as not to release an inmate who poses a potential risk of reoffending a violent crime, while at the same time complying with statutory requirements mandating that the majority of individuals receive bonds. Judges have to answer to Court Administration, circuit court judges, and the Chief Justice, if they fail to set proper bonds. This can result in disciplinary actions, suspension, and even removal from office.

Another liability in handling bond settings is making sure that a defendant is not being improperly held in Alvin S. Glenn. Court staff has to work hand in hand with detention staff to make sure that no magistrate or municipal defendant is staying beyond the 30-day maximum sentence. Other potential liability costs may include worker's compensation expenses, travel expenses, overtime, etc. The liability costs associated with running a bond court can far exceed the dollar figure of operation costs.

Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

Operational Functions

Currently, defendants that we serve are those arrested by Law Enforcement agencies that serve in Richland County, but not limited to:

- Richland County Sheriff's Department
- Richland County Probation Pardon and Parole
- SC Highway Patrol
- SLED
- USC Police Department
- Benedict College Police Department
- Columbia College Police Department
- Allen Police Department
- Department of Natural Resources
- Capitol Police
- State Transport Police
- Forest Acres Police Department
- Irmo Police Department
- Cayce Police Department
- SC Attorney General

The defendants that are arrested by the City of Columbia would follow the same process as defendants arrested by the above listed agencies/municipalities.

Richland County bond court operates 24-hours a day and has multiple bond sessions throughout the day and night. Any defendant arrested for a crime that has a victim would have their bond set at 2PM that day (the cutoff for this time is approximately 12:30PM). The 2PM docket allows for law enforcement and victim services to have a set time in the day to inform victims of when the bond will be set. All other charges (e.g., drugs, public disorderly, etc.) are set shortly after arrest during one of the staggered bond sessions.

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19-Jun	223	89	332	939
	2622	1085	3960	11924

2007-09-19-01

The Supreme Court of South Carolina

RE: BOND HEARING PROCEDURES IN SUMMARY COURTS

ORDER

I find that recent events have necessitated my revisiting the previous Order of the Chief Justice dated November 28, 2000, concerning bond hearing procedures and detention facility issues arising in magistrate and municipal courts.

Accordingly, pursuant to Article V, § 4, of the South Carolina Constitution,

IT IS ORDERED that the Chief Magistrate in each county, in cooperation with, and with input from the other magistrates and municipal judges, shall arrange a schedule so that a magistrate or municipal judge will always be available, in person or on-call, to conduct bond proceedings. The Chief Magistrate shall also inform the municipal courts of the details of the County bond schedule, so as to ensure the availability of a magistrate to issue warrants and conduct bond proceedings for the municipal courts when the municipal judge is unavailable. After hours and weekends does not constitute unavailability in and of itself. The Chief Magistrate shall establish a procedure with all municipal courts within the County whereby they provide the Chief Magistrate with a monthly bond schedule indicating their availability for bond court. Nothing in this Order precludes counties and municipalities from entering into agreements whereby magistrates set bond on criminal charges arising from municipalities within their County.

Bond proceedings shall be conducted at least twice daily, once in the morning and once in the evening, at specific times which take into consideration all agencies involved. Should a Chief Magistrate desire to specify a schedule which deviates from the twice daily schedule, the revised schedule and the reason for the deviation must be submitted in writing to the Chief Justice for approval. Any deviations from the twice daily schedule approved prior to the issuance of this Order remain in effect. Nothing in this Order precludes a Chief Magistrate from regularly scheduling bond hearings more than twice daily. If, under extraordinary circumstances, the on-call magistrate or municipal judge is requested to conduct a bond hearing at a time other than the regularly

scheduled time, hearings shall be held for the entire jail population eligible for release. The on-call magistrate or municipal judge shall immediately inform the Chief Magistrate that a special bond proceeding was conducted.

All persons incarcerated, booked, and charged with a bailable offense must have a bond hearing within twenty-four hours of their arrest as required by S.C. Code Ann. § 22-5-510, except for those individuals who are released on bond in lieu of recognizance pursuant to S.C. Code Ann. § 22-5-530. Any county or municipality utilizing the provisions of S. C. Code Ann. § 22-5-530 must comply with the Order of the Chief Justice dated December 11, 2003, which addresses procedures required by that statute. All persons incarcerated, booked, and charged with a non-bailable offense must have a first appearance before a magistrate or municipal judge within twenty-four hours of their arrest. Further, in all cases which fall under the purview of this Order, whether bailable or non-bailable, the bonding magistrate or municipal judge must ensure that the procedures set forth in S.C. Code Ann. §§ 16-3-1505 to -1830, regarding victims' rights, are fully observed.

All incarcerated individuals statutorily required to receive a bond hearing must receive an in-person bond hearing conducted by a duly appointed judicial officer prior to their release. Bond hearings shall not be conducted over the telephone and orders of release shall not be transmitted by facsimile from remote locations. The only exception to these requirements is in those counties where videoconferencing of bond hearings is approved by Order of the Supreme Court. All videoconferencing must strictly adhere to the requirements set forth in the Order of the Supreme Court dated May 2, 2006.

Further, any individual initially incarcerated without having been formally charged with the violation of a crime, who remains incarcerated for a maximum of twenty-four hours of delivery by law enforcement to the detention facility without having been formally charged with the violation of a crime, shall be discharged from the detention facility by the magistrate or municipal judge conducting bond hearings. However, if law enforcement or a prosecutorial agency presents compelling written evidence to the bonding magistrate or municipal judge as to why an individual should not be released within twenty-four hours pursuant to this provision of this Order, the bonding magistrate or municipal judge, after considering the evidence, may delay discharge of the defendant for an additional period not to exceed twenty-four hours. Any written evidence presented and accepted by the bonding judge as compelling evidence to delay the release of an uncharged individual must be immediately forwarded to the Chief Magistrate of that county. The Chief Magistrate in each county is responsible for coordinating with the necessary local officials, which includes, but may not be limited to, the custodian of the detention facility, local

law enforcement, and any affected prosecutorial agencies, to ensure that the required and proper accounting, notification, and release of individuals under this provision of this Order is fulfilled, regardless of whether the initial detention was initiated by municipal or county law enforcement.

Finally, bond proceedings shall be open to the public and press, and must be conducted in a facility or manner so as to facilitate any parties, including victims, who wish to attend. Allowance of cameras in the courtroom must comply with Rule 605, SCACR, which addresses media coverage in court proceedings. If facilities are not conducive to the allowance of general access, the location of bond hearings must be changed to allow such access. Alternatively, entities may consider videoconferencing of bond hearings to accommodate access of parties where facilities are prohibitive to access.

Any violation of the provisions of this Order shall be reported immediately to the Office of Court Administration. Any preferential treatment in bonding procedures is a violation of this Order and of the Canons and Rules of Judicial Conduct, Rules 501 and 502, SCACR, and shall be treated accordingly.

This Order revokes and replaces the previous Order of the Chief Justice dated November 28, 2000, regarding bond hearings. The provisions of this Order are effective immediately.

S/Jean Hofer Toal
Jean Hofer Toal
Chief Justice

September 19, 2007
Columbia, South Carolina

Discussion:

The 371st Infantry Regiment WWI Memorial Monument Association (Please see their website located at <https://www.371stmonument.org/>) is a South Carolina 501(c)(3) non-profit organization formed in 2018 with the purpose of funding and placing a monument, preferably on the South Carolina State House or Fort Jackson grounds, to memorialize the service and sacrifice of South Carolina's 371st Infantry Regiment (Colored) in World War I.

This association, represented by Ms. Sonya Hodges-Grantham, has requested the use of a portion landside Airport property alongside Jim Hamilton Blvd in order to hold a car show for the purpose of fundraising for her non-profit organization. The tentative date is Saturday, April 18, 2020. The following information is provided regarding the event:

- The hours of the show will be 9:00 am - 3:00 pm;
- Includes use of the paved parking lot for spectators;
- Anticipate approximately 100 show cars, vendors, and food trucks;
- The show organizers will have necessary event insurance coverage as well as sign the County's Hold Harmless Agreement (HHA – please see attached draft) which will be reviewed and approved by Rick Management and County Legal staffs;
- Security and show staff will be provided by the show organizer;
- Public bathroom facilities will be provided by the show organizers;
- Awards and door prizes will be distributed during the show;
- The site will be completely cleaned after the show.

Ms. Hodges-Grantham further states, "We believe this event will draw interest from all over the Columbia area. In addition, there will be parents and children at the soccer fields across the street and patrons nearby at the Hunter-Gatherer and City Roots. Altogether, there should be plenty of people to have fun and help us raise money for this worthy cause."

Ms. Hodges-Grantham, Mr. Russell Wolfe, and Mr. Bill Adams, representing the Association initially presented their request to the Richland County Airport Commission during their March 2019 meeting.

Airport staff and the Airport Commission believes that this event will be beneficial to the airport and Community and recommends approval on the condition that a mutually-agreeable Hold Harmless Agreement, based on the attached template, be executed with the participation of the County Attorney and the Office of Risk Management.

Note: This request was originally for the fall of 2019, but postponement was requested by the 371st Infantry Regiment WWI Memorial Monument Association.

Attachments:

1. Hold Harmless Agreement (HHA) Template

STATE OF SOUTH CAROLINA)
) **AGREEMENT AND HOLD HARMLESS**
COUNTY OF RICHLAND)

THIS HOLD HARMLESS AGREEMENT, hereinafter “Agreement”, is dated as of the _____ day of _____ and is made by and between the undersigned parties.

WHEREAS, Richland County owns and operates the Jim-Hamilton – LB Owens Airport (“Airport”); and

WHEREAS, the Officers of the 371st Infantry Regiment WW I Memorial Monument Association (“the Association”) would like to host a recreational fund raising event (“Event”) on or about April 18, 2020 at the Airport;

NOW, THEREFORE, for and in consideration of the mutual covenant below, the sufficiency of which is hereby acknowledged, the Association and Richland County agrees as follows:

1. Richland County agrees to allow the Association to perform the following activities on the Airport property:

Use of a landside portion of the aforementioned airport property for an approximate 12-hour period for the stated use of a vintage and antique car show.

2. The Association and its guests, invitees, and participants of any kind agree to:

Perform all pre-show site preparation to the satisfaction of the Airport General Manager;

Display up to 100 show cars;

Manage and direct any vendors and food trucks;

Provide all traffic control, security, and show staff;

Provide public restroom facilities during the event to include setup, removal, and cleanup;

Restoration of the site and police of all trash immediately following the event;

Disposal of all trash from the event; the Airport dumpster shall not be used;

Check out with on-site Airport Staff upon completion of the event.

3. The Association shall be responsible for any damages resulting from its activities.

Before commencing any activities, the Association, at its own expense, shall obtain and maintain throughout the duration of this agreement, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. Such insurance shall be

issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. The Association must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. This agreement sets forth the minimum coverages and limits and is not in any way as a limitation of the Association's liability.

A. Commercial General Liability Insurance

Commercial general liability policy with minimum limits of \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) aggregate. Coverage for bodily injury, personal injury and property damage coverage is required. The policy shall also include the County, the Airport, Eagle Aviation ("the FBO") its officials, employees, temporary and leased workers and volunteers endorsed as additional insured.

B. Special Events Coverage

Special Events policy for all operations of the event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy excludes any activity or group involved in the event, the Association must provide proof of insurance as required by this agreement.

C. Workers Compensation and Employers Liability Insurance:

Workers' compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable.), and an employer's liability policy with limits of \$1,000,000 per accident/per disease is required. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

D. Certificates of Insurance

The Association shall furnish the County with certified copies of certificates of insurance ten (10) calendar days prior to the event.

4. Upon the execution of this Agreement, Officers of the Association, for itself and its predecessors, successors, executors, administrators, assigns, legal representatives, affiliated

companies, agents, officers, directors, shareholders, attorneys and partners, does hereby release, hold harmless, indemnify and defend Richland County, its Airport Commission and Commissioners, its employees, its Fixed Base Operator (Eagle Aviation), agents, administrators, assigns, their predecessors, successors, agents, officers, directors, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of or in connection with the use by the Association of the Airport for the Event, excluding however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Richland County, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF:

Witness

Officers of _____

By: _____

Its: _____

Witness

Richland County

By: _____

Its: _____