

# **RICHLAND COUNTY**

## **ADMINISTRATION AND FINANCE COMMITTEE**

### **AGENDA**



**TUESDAY MAY 21, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Deirrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8



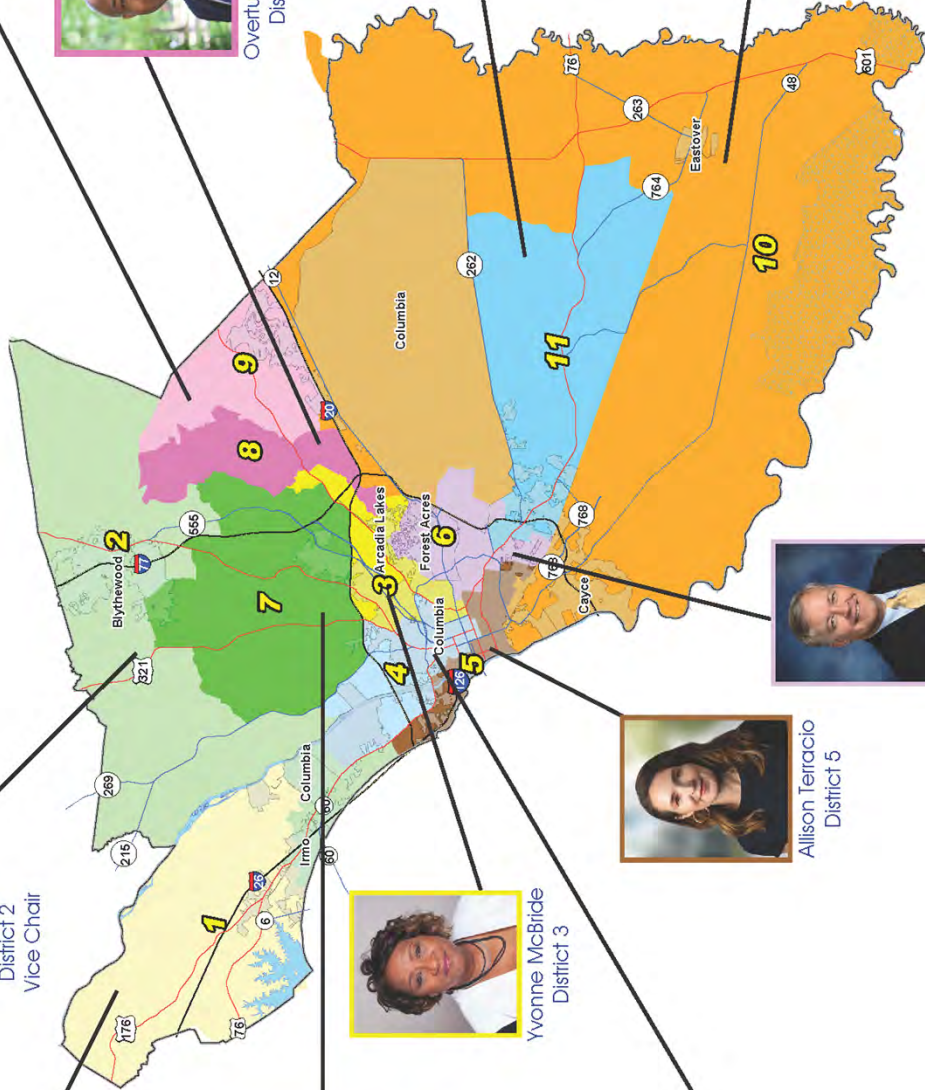
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Chair





**Richland County  
Administration and Finance Committee**

**AGENDA**

May 21, 2024 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

The Honorable Derrek Pugh	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Overture Walker, Chair
County Council District 2	County Council District 3	County Council District 4	County Council District 6	County Council District 8

1. **CALL TO ORDER** The Honorable Overture Walker
  
2. **APPROVAL OF MINUTES** The Honorable Overture Walker
  - a. April 23, 2024 **[PAGES 5-7]**
  
3. **APPROVAL OF AGENDA** The Honorable Overture Walker
  
4. **ITEMS FOR ACTION** The Honorable Overture Walker
  - a. Department of Public Works - Engineering  
Comprehensive Transportation Improvement Program -  
Road Rehabilitation Award **[PAGES 8-10]**
  
  - b. Department of Public Works - Engineering -Springwood  
Lakes Dam Rehab Design Services **[PAGES 11-12]**
  
  - c. Sheriff's Department - Department of Alcohol and Other  
Drug Abuse Services (DAODAS) Law Enforcement  
Assisted Diversion (LEAD) Project Coordinator Grant  
**[PAGES 13-16]**
  
  - d. Department of Public Works - Jim Hamilton-LB Owens  
Airport - Award of Fixed Base Contract [EXECUTIVE  
SESSION] **[PAGES 17-20]**
  
  - e. Utilities - Town of Eastover - Intergovernmental  
Agreement - Chalk Street Development [EXECUTIVE  
SESSION] **[PAGES 21-29]**
  
5. **ADJOURN** The Honorable Overture Walker



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Richland County Council  
ADMINISTRATION AND FINANCE COMMITTEE  
**MINUTES**  
April 23, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COMMITTEE COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Derrek Pugh, Paul Livingston, and Don Weaver

NOT PRESENT: Yvonne McBride

OTHERS PRESENT: Allison Terracio, Cheryl English, Ashiya Myers, Stacey Hamm, Michelle Onley, Angela Weathersby, Lori Thomas, Anette Kirylo, Patrick Wright, Ashley Fullerton, Tamar Black, Jennifer Wladischkin, Kyle Holsclaw, Jackie Hancock, Leonardo Brown, Dale Welch, Michael Maloney, Shirani Fuller, Michael Byrd, Peter Cevallos

1. **CALL TO ORDER** – Councilman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
  - a. **March 26, 2024** – Mr. Weaver moved to approve the minutes as distributed, seconded by Mr. Livingston.  
In Favor: Pugh, Livingston, Weaver, and Walker  
Not Present: McBride  
The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – The County Attorney, Patrick Wright, indicated he needed to add “Department of Justice Investigation Update” to the agenda for Executive Session.  
Mr. Livingston moved to adopt the amended agenda, seconded by Mr. Weaver.  
In Favor: Pugh, Livingston, Weaver, and Walker  
Not Present: McBride  
The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
  - a. **Department of Public Works – Engineering Division – Summit Parkway/Summit Ridge Budget Increase** – Ms. Shirani Fuller, County Engineer, indicated the item before the committee was an accounting of the Summit Parkway/Summit Ridge Rehabilitation Project. The agenda packet does not include what has transpired in the last few weeks.
    - The contract completion date for this project was January 6, 2024;
    - The project was substantially completed on March 4, 2024  
*(The majority of the items that were contained in the scope of the project have been completed);*
    - Final inspection was on March 5, 2024  
*(County staff and representatives of the contractor walked the project to create a punch list);*
    - The punch list was provided to the contractor via email on March 12, 2024  
*(Punch list may contain items that are found to be in need of repair, things that do not meet standards, and general clean-up of the site. In this case, it included damage that occurred during the project to county infrastructure that was not a part of the project.)*
    - The contractor had the punch list for two weeks. They were on-site April 1-5, working on the punch list;
    - Then, the contractor left the site and did not return for two weeks. They returned to the site on April 19<sup>th</sup> and worked approximately two hours. Due to a rain event, they left the site.
    - Currently, the punch list is approximately 50% complete.
    - According to the contract, you must achieve final completion within 30 days of substantial completion. Additionally, if there are overages or any observed changes to the contractor by the contractor, the contractor must give written notice to the County within 10 days. Therefore, the contractor is in default of the contract.

At this point, the staff recommends approval of the change order, contingent upon completing the punch list; the funds will not be released until after the project's final completion.

Mr. Pugh moved to go into Executive Session, seconded by Mr. Livingston.

In Favor: Pugh, Livingston, Weaver, and Walker

Not Present: McBride

The vote in favor was unanimous.

***The Committee went into Executive Session at approximately 6:08 PM and came out at approximately 6:32 PM***

Mr. Pugh moved to come out of Executive Session, seconded by Mr. Livingston.

In Favor: Pugh, Livingston, Weaver, and Walker

Opposed: McBride

The vote was in favor.

Mr. Walker indicated no action was taken in Executive Session.

Mr. Pugh moved to forward to Council with a recommendation to approve the change order contingent upon completion of the punch list. The funds will not be released until final completion of the project has been achieved. Mr. Weaver seconded the motion.

In Favor: Pugh, Livingston, Weaver, and Walker

Not Present: McBride

The vote in favor was unanimous.

- b. Department of Public Works – Jim-Hamilton-LB Owens Airport – Award of Fixed Based Operator Contract – Mr. Peter Cevallos, General Manager - Hamilton-Owens Airport, stated the current contract ends June 30, 2024. Staff recommends the award of a contract for fixed-based operations to Propel Aviation, LLC.

Mr. Livingston asked who would be responsible for leasing the hangars in the new contract.

Mr. Cevallos responded that county staff would be responsible for leasing.

Mr. Livingston inquired if there is language in the county's ordinance that governs who is responsible for leasing the hangars.

The County Attorney, Patrick Wright, stated leasing the hangars is different than selling the property.

Mr. Livingston inquired who is currently responsible for leasing the hangars.

Mr. Cevallos replied the fixed-based operator is currently responsible.

Mr. Livingston inquired about the advantages of the change.

Mr. Cevallos indicated there will be a 25% increase in revenue.

Ms. Mackey inquired as to the length of the contract.

Mr. Cevallos responded it is a 10-year contract.

Mr. Pugh moved to forward to Council with a recommendation to award the fixed-based operations contract to Propel Aviation, LLC, seconded by Mr. Weaver.

In Favor: Pugh, Weaver, and Walker

Opposed: Livingston

Not Present: McBride

The vote in favor was unanimous.

- c. Department of Justice Investigation Update – This item was taken up during the Executive Session, and no action was taken.

5. **ADJOURNMENT** – Mr. Pugh moved to adjourn the meeting, seconded by Mr. Weaver.

In Favor: Pugh, Livingston, Weaver, and Walker

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 6:39 PM.



**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

<b>Prepared by:</b>	Shirani W Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	April 26, 2024	<b>Meeting Date:</b>	May 21, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 15, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	May 3, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 3, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Comprehensive Transportation Improvement Program - Road Rehabilitation Award		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the award of resurfacing package “Comprehensive Transportation Improvement Program - Road Rehabilitation” to Asphalt Paving and Maintenance Company for the bid price of \$2,436,050.32.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

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

Bid Asphalt Paving and Maintenance Company	\$2,436,050.32
County Transportation Committee (CTC) grant	\$3,145,980.00
Contingency	\$709,929.68 (22.5%)

Unused funds will be returned to the CTC's fund balance.

*Applicable department/grant key and object codes:* Department of Public Works grants

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

A Request for Bid (RFB) RC-652-B-24 was issued March 5th, 2024. There were two (2) submissions with Asphalt Paving and Maintenance Company being the lowest responsive, responsible bidder.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

Not applicable.



**STRATEGIC & GENERATIVE DISCUSSION:**

Richland County requested bid proposals from qualified contractors to provide rehabilitation services to the roads listed below totaling approximately 5.93 miles throughout Richland County:

Abbott Rd	Hillpine Rd	Old South Dr
Arbor Oaks Cir	Ivy Gate Ct	Parliament Lake Ct
Arbor Oaks Ln	Ivy Green Cir	Parliament Lake Dr
Cardington Ct	Ivy Green Ct	Shorecrest Dr
Chadford Rd	Ivy Green Ln	Trotwood Dr
Dunbarton Dr	Kempshire Blvd	Walcott Rd
Folkstone Rd	Laburnum Dr	

The services to be provided under this project will include curb and gutter repair, sidewalk repair, full depth patching, milling of existing asphalt, asphalt resurfacing, and the replacement of all pavement markings.

This project is grant funded through the County Transportation Committee (CTC). Asphalt Paving and Maintenance Company is a small locally owned business serving the Midlands since 1979. They have been confirmed as the responsive bidder for this project and staff recommends contract award.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
  - Objective 4.3: Create excellent facilities

**ATTACHMENTS:**

1. Bid Table

RC-652-B-24 Comprehensive Transportation Improvement Program - Road Rehabilitation	<b>Asphalt Paving and Maintenance Company</b>	<b>Palmetto Corp of Conway</b>
	\$2,436,050.32	\$ 3,253,984.2

**RICHLAND COUNTY  
ADMINISTRATION**

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803-576-2050



Agenda Briefing

<b>Prepared by:</b>	Shirani W Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	May 1, 2024	<b>Meeting Date:</b>	May 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 7, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	May 6, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 3, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Springwood Lake Dam Rehabilitation- Award of Design Services		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the award of the Springwood Lake Dam Rehabilitation design services to Schnabel Engineering.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

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

South Carolina Department of Health and Environmental Control Grant	\$373,750
SC General Assembly Grant	\$201,250 (GR-66)

*Applicable department/grant key and object codes:* Grants/ Springwood Lake

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

A Request for Proposals was issued on March 12, 2024, and there was one submission. Schnabel Engineering is responsive and responsible and recommended for award.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

There were no comments from the County Attorney’s Office regarding this matter; however, the County Risk Manager has recommended drafting a tri-party agreement prior to the award.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Richland County requested bid proposals from qualified professional engineers to provide design services for the Springwood Lake high hazard dam rehabilitation.

This project is grant funded at 65% through the South Carolina Department of Health and Environmental Control (SCDHEC) and requires a 35% match which is funded through a grant from the SC State General Assembly. Staff recommends the contract award to Schnabel Engineering. This firm has worked with the community on a previous project. The firm was responsible for writing the application to obtain the most recent grant from SCDHEC and is familiar with the scope of the project and the timelines for completion.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
  - Objective 4.3: Create excellent facilities

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

<b>Prepared by:</b>	Harry J. Polis, Jr.	<b>Title:</b>	Deputy Chief
<b>Department:</b>	Sheriff's Department	<b>Division:</b>	
<b>Date Prepared:</b>	April 30, 2024	<b>Meeting Date:</b>	May 21, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 15, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	May 3, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 3, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	DAODAS LEAD Project Coordinator		

**RECOMMENDED/REQUESTED ACTION:**

The Sheriff's Department recommends that County Council approve the Department of Alcohol and Other Drug Abuse Services (DAODAS) Law Enforcement Assisted Diversion (LEAD) Project Coordinator grant.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If not, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

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

This project is 100% funded, and the funding is immediately available. No match is required. The grant opportunity was not available when the FY24 Grant Budget Request was prepared and was therefore not included.

The USDOJ Bureau of Justice Assistance has awarded funding to DAODAS for 3 years (ending September 2026). The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) will provide local law enforcement agencies yearly subgrants to implement the LEAD model in their jurisdiction. In March 2024, the Richland County Sheriff's Department was notified by DAODAS that they intended to award three (3) yearly subgrants for up to \$300,000.00 each, for a total amount not to exceed \$900,000.00 (nine hundred thousand dollars) for the purposes of implementing the LEAD program. Funds are dispersed monthly via reimbursement. The position will need to be a permanent full-time employee (FTE). The ongoing personnel cost of this position once the grant funding ends is estimated at \$141,362.14 (Grade 120/Step 7) for salary and fringe benefits.

Salary	\$90,209.40 (Grade 120/Step 4)
FICA (.0765%)	\$6,901.02
SC Retirement (18.56%)	\$16,742.86
Workers Comp (3.46%)	\$3,121.25
Health/Dental/Life	\$15,393.36
<b>Total</b>	<b>\$132,367.89</b>

*Applicable department/grant key and object codes:* To be assigned following grant acceptance

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

If the County accepts the grant, the County will be legally required to fund the position following the conclusion of the grant period.

**REGULATORY COMPLIANCE:**

There are no known regulatory compliance issues to consider.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

The Department of Alcohol and Other Drug Abuse Services (DAODAS) Law Enforcement Assisted Diversion (LEAD) Project Coordinator grant will provide salary and fringe benefits for a civilian (non-sworn) project coordinator, as well as office supplies, training, travel, and contractual funding for treatment providers. The project coordinator will be a South Carolina certified and licensed practicing counselor with supervisory credentials who has an advanced alcohol and drug certificate. S/he will initiate and oversee the Law Enforcement Assisted Diversion (LEAD) program, which is a pre-arrest diversion program that supports the national objective of the U.S. Justice Department’s BJA23 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program.

The LEAD program is a “non-punitive, community-based system of response to better address problematic or unlawful behavior that stems from unmanaged substance use, mental health challenges, or extreme poverty.” The primary goal of the program is to improve outcomes for criminally involved persons who use substances by offering a pre-arrest, pre-booking solution, focusing on diverting individuals with behavioral health needs away from the criminal justice system and towards comprehensive support services.

*Pre-arrest diversion:* When an officer has probable cause for arrest, arrest diversion gives officers the opportunity to refer people to LEAD via a warm hand-off to a LEAD case manager, instead of jailing them on divertible charges. The traditional divertible charges are low-level drug use, possession, or subsistence-level drug sales, along with prostitution. Diverting people from jail will give them opportunities to be connected to community support services such as chemical dependency treatment, counseling, medical care, job training, housing placement, and legal advocacy.



Source: Clemson University Center for Addiction and Mental Health Research

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 3: Commit to fiscal responsibility

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

The Richland County Sheriff’s Department aims to continue strengthening the relationship between law enforcement and the community by connecting citizens to the appropriate community support services.

**ATTACHMENTS:**

1. DAODAS Award Letter





# South Carolina Department of Alcohol and Other Drug Abuse Services

HENRY McMASTER  
Governor

SARA GOLDSBY  
Director

March 20, 2024

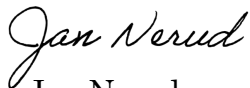
The Honorable Leon Lott  
Richland County Sheriff's Department  
5623 Two Notch Road  
Columbia, South Carolina 29223

Dear Sheriff Lott:

The South Carolina Department of Alcohol and Other Drug Abuse Services (DAODAS) intends to provide the Richland County Sheriff's Department with three (3) yearly subgrants for up to \$300,000.00 (three hundred thousand dollars) each, for a total amount not to exceed \$900,000.00 (nine hundred thousand dollars) for the purposes of implementing a Law Enforcement Assisted Diversion (LEAD) program across Richland County. SC DAODAS has contracted with the Center for Criminal Justice and Social Reform at Clemson University to provide evaluation and data collection services to support the LEAD effort. Additionally, DAODAS has contracted with the Center for Addiction and Mental Health Research of Clemson University to provide the Richland County Sheriff's Department with ongoing technical assistance throughout the term of the agreements.

It is the intention of this award that the Richland County Sheriff's Department, with the help and support of DAODAS and the above contracted organizations, develop and implement a pre-arrest diversion program that supports the national objective of the U.S. Justice Department's BJA23 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program.

Sincerely,

  
Jan Nerud

cc: David Collier

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

<b>Prepared by:</b>	Peter Cevallos	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Airport
<b>Date Prepared:</b>	April 11, 2024	<b>Meeting Date:</b>	April 23, 2024
<b>Legal Review</b>	R. Allyce Bailey via email	<b>Date:</b>	April 18, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 12, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 12, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Contract Approval for Fixed Base Operator at Jim Hamilton - L. B. Owens Airport		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the award of a contract for fixed base operations services at the Jim Hamilton - L. B. Owens Airport to Propel Aviation, LLC.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

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

This contract is designed as revenue generating with the operator providing fixed base operations services at the airport by receiving and fueling aircraft. The contract is a lease agreement with the contractor paying monthly rent and a monthly fee based on the amount of fuel that they sell. If awarded, the contract will replace the existing contract which is set to expire on June 30, 2024. Approval of this contract will allow service to transition seamlessly and transparently.

*Applicable department/grant key and object codes:* 2170367800- 436000 (revenue)

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Proposals RC-648-P-24 was issued in January, and closed on February 22, 2024 with four submissions. Submissions were evaluated by a committee appointed by Administration. Committee scores were combined and a ranking list was compiled, and Propel Aviation LLC is the highest ranked offeror.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

The agreement has been reviewed and stamped approved for execution by the County Administrator.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

As a fundamental function of airport operations, the fixed base operator provides services to all aircraft that fly into and out of the airport. With the expiration of the contract for current operator, this initiative to find a replacement was necessary for the airport to maintain service, with the objective to increase air traffic well into the future.

The proposed contract is a result of the County's procurement process via a solicitation for proposals. Four solicitations were received and scored by an evaluation committee composed of Airport Commission members and County staff. The recommended proposer received the highest score, meeting all contract prerequisites. The recommended contract will allow a private operator to conduct a for-profit service that will also generate revenue to the County with a lease amount for the space rented within the airport terminal as well as a fee based on the amount of fuel sold.

The proposed contract will replace the existing contract which is set to expire on June 30, 2024. In the current contract, the operator acts as the leasing agent for the airport. The contractor collects the hangar lease revenue and pays the County seventy-five percent (75%) thereof, retaining twenty-five percent (25%) for their role as leasing agent. Under the proposed new agreement, the Airport General Manager will administer the leases and collect one hundred percent (100%) of the current revenue. The contractor will become another leasing tenant, focused on providing aviation services, paying rent and fees for the space they use at the airport and the service they provide.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

- Goal 3: Commit to Fiscal Responsibility
  - Objective 3.1: Align budget to priorities and seek alternative revenue sources



Agenda Briefing Addendum

<b>Prepared by:</b>	Peter Cevallos	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Airport
<b>Date Prepared:</b>	May 14, 2024	<b>Meeting Date:</b>	May 21, 2024
<b>Approved for Consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Committee/Meeting:</b>	Administration & Finance		
<b>Agenda Item:</b>	Department of Public Works - Jim Hamilton-LB Owens Airport - Award of Fixed Based Operator Contract		

Staff was requested to present two scenarios for consideration:

*Scenario 1: An extension of the current contract with Eagle Aviation*

Should Eagle Aviation be willing to extend its current contract based on the current terms, there would be no change to cost. The budgetary structure would remain with Eagle providing the County 75% of lease revenue for hangars while retaining 25% of lease revenue for its role as leasing agent. Airport operations would also remain the same. Below is a table of gross receipts for fiscal year 2023 and those to date for fiscal year 2024.

Gross Receipts	County Revenue	Eagle Aviation	Total Revenue
<b>FY23</b>	\$281,754	\$93,918	\$375,672
<b>FY24 (to-date)</b>	\$244,454	\$81,485	\$325,939

Additionally, an extension of the current contract would provide the Committee and County Council more time to review the applicable County ordinance(s) and the Airport Manual as they relate to the proposed changes in roles described in Scenario 2.

*Scenario 2: A transition to a different Fixed Based Operator who manages airport operations while County staff manages leases:*

Staff anticipates the transition would require changes to the County’s code of ordinances, the Airport Manual as well as additional resources. Staff has prepared the required proposed ordinance changes and manual updates for consideration by the Development & Services committee during its May meeting.

Current Airport staffing includes one full-time position (Airport General Manager) and one part-time position (Administrative Coordinator) shared with the County Engineer. While current staffing levels could be maintained during the transition, staff recommends the addition of an Administrative Coordinator as full-time staff person dedicated to the Airport.

No Request for Proposal for outside services is anticipated. Eagle Aviation’s contract will expire on June 30, 2024. Should the Development & Services (D&S) Committee recommend and the Council approve the required ordinance revisions which would allow Scenario 2, changes to the County’s Code of Ordinances

would require three readings (3) and a public hearing. Outlined below is a timeline to illustrate implementation of Scenario 2.

D&S Committee Consideration	May 21, 2024
First Reading	June 4, 2024
Second Reading	June 18, 2024
<i>Eagle Aviation Contract Expiration</i>	<i>June 30, 2024</i>
Third Reading & Public Hearing	July 2, 2024

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	May 1, 2024	<b>Meeting Date:</b>	May 21, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 7, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	May 8, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 8, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Town of Eastover Intergovernmental Agreement - Chalk Street Development Sewer		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends authorizing the County Administrator to enter into negotiations with the Town of Eastover regarding the development of an Intergovernmental Agreement between the Town of Eastover and Richland County for the provision of sewer service for the Chalk Street Development.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

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

The developer will pay for the sewer system; the Town of Eastover nor Richland County have any costs associated with the Chalk Street development.

Richland County would agree to purchase the property located at tax parcel number R41000-01-01 (the location of the Eastover Wastewater Treatment Plant) at the fair market value as determined by a mutually agreed upon appraiser. Funding is available in reserves. When necessary, income from Chalk Street owed to the Town of Eastover, including the appraised value of the property, will be applied to any outstanding debt. Their current outstanding debt is \$239,127.32.

*Applicable department/grant key and object codes:* 2110367000.530100

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

There are no regulatory requirements beyond those of the standard Delegated Review Package to be submitted to South Carolina Department of Environmental Control by Richland County Utilities (RCU).

#### **MOTION OF ORIGIN:**

There is no associated motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The proposed intergovernmental agreement (IGA) is specifically for the Chalk Street development and has no bearing on other IGAs between the Town of Eastover and Richland County.

There is mutual benefit to the Town of Eastover and Richland County for this development. Richland County Utilities (RCU) will gain revenue from the new homes in the subdivision at the amount of two-thirds (2/3) of the current RCU sewer rate. The current sewer rate is \$72.03 per Residential Equivalent Unit (REU). The revenue from the anticipated first phase with 300 new homes for the Chalk Street development would be about \$173,000.00 annually. When the second phase of an additional 325 homes are built, there would be an additional revenue of \$187,300.00 annually.

Execution of the IGA will allow development of new housing in the area and ensure a reliable level of service for sewer conveyance and treatment.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

- Goal 1: Foster Good Governance
  - Objective 1.5: Collaborate with other governments
- Goal 6: Establish Operational Excellence
  - Objective 6.7: Address current and future resource needs

#### **ATTACHMENTS:**

1. Proposed Intergovernmental Agreement



STATE OF SOUTH CAROLINA ) *DRAFT/ EOIR: Working draft. Confidential. Internal use*  
*only!*  
 )  
 ) **INTERGOVERNMENTAL AGREEMENT**  
 ) **BETWEEN TOWN OF EASTOVER AND**  
 ) **RICHLAND COUNTY FOR SEWER SERVICE**  
 ) **FOR THE CHALK STREET DEVELOPMENT**  
 COUNTY OF RICHLAND )

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between TOWN OF EASTOVER, a South Carolina municipal corporation (hereinafter, “Eastover”), and THE COUNTY OF RICHLAND, SOUTH CAROLINA, a South Carolina municipal corporation and political subdivision of the State of South Carolina (hereinafter “Richland County”).

RECITALS

WHEREAS, Eastover and County entered into an Intergovernmental Agreement dated June 23, 1998, (hereafter referred to as the “First Agreement”); and

WHEREAS, Eastover and County entered into an Intergovernmental Agreement dated October 11, 2001, (hereafter referred to as the “Second Agreement”); and

WHEREAS, Eastover has customers located with their corporate limits connected to an existing gravity sewer system; and

WHEREAS, Sewer is conveyed by Eastover to a pump station owned, operated, and maintained by County; and

WHEREAS, Flow is metered by County at the pump station for billing purposes; and

WHEREAS, County has obtained a grant to expand the Eastover Wastewater Treatment Plant (WWTP) on tax parcel number R41000-01-01; and

WHEREAS, Eastover owns tax parcel number R41000-01-01; and

WHEREAS, Eastover and County have identified a development on tax parcel number R36000178 (Tract A) and tax parcel number R368060423 (Tract B) (such parcels collectively hereinafter referred to as the “Chalk Street Development”), see EXHIBIT A; and

WHEREAS, Tract A is located within the Richland County 208 sewer service area; and

WHEREAS, Tract B is located within the Eastover 208 sewer service area; and

WHEREAS, Eastover has obtained a planning grant for water, sewer, and stormwater work; and

WHEREAS, Eastover has a reserved capacity of 625 residential equivalent units (REUs) and 325 customers are connected at this time; and

WHEREAS, County considers one REU to be equivalent to 300 gallons per day (GPD); and

WHEREAS, County sewer service rate is currently a flat rate of \$72.03 per month per REU, with the understanding, that both parties acknowledge these rates are subject to change based on the most recent Rate Study or proposed rates approved by Richland County Council, hereafter called the current sewer rate; and

WHEREAS, it is the intent of these parties that this Agreement shall include the Chalk Street Development only and exclude all other agreements between the parties; and

WHEREAS, in order to allow Chalk Street Development to move forward, the parties hereto desire to enter into a new agreement described herein.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto mutual agree as follows:

#### ARTICLE I – RESPONSIBILITIES OF EASTOVER

Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement.

Eastover, shall:

- 1) Execute a Satellite Sewer Agreement between Richland County and the Town of Eastover.
  - A. Terms of the Satellite Sewer Agreement shall include, at a minimum, compliance regarding:
    1. Capacity Assurance Program (CAP)
    2. Treatment Capacity of 300 REU's
    3. Collection System and Transmission Capacity of 300 REU's
    4. Fats, Oils, and Grease Program
    5. Infiltration and Inflow (I&I) Control Program
    6. Peak Flow Limitations
    7. DHEC Permits
    8. Pretreatment Program
- 2) Relinquish the remaining reserved capacity of 300 REUs to the County for Phase 1 of the Chalk Street Development in exchange for 1/3 of the current sewer rate for each REU within the Chalk Street Development. Upon completion of Phase 1 of the Chalk Street Development and the expansion of the Eastover WWTP, the County agrees to replenish the reserved capacity of 300 REU's according to the terms within the agreements.
- 3) Sell the property located at tax parcel number R41000-01-01 to the County at the fair market value as determined by a mutually agreed upon appraiser.

#### ARTICLE II – RESPONSIBILITIES OF COUNTY

County, shall:

- 1) Issue a Letter of Willingness to Serve for 300 REUs for Phase 1 of the Chalk Street Development with approval of future phases with up to 325 additional REUs for the Town of Eastover in accordance with the terms of this agreement and following the completion of Phase 1 of the Chalk Street Development and the expansion of the Eastover WWTP.
- 2) Work with the developer to meet County sewer system requirements, and design force main and pump station.
- 3) Own, operate, and maintain the Chalk Street Development sewer system, pump station, and force main.
- 4) Manage sewer customer accounts for Chalk Street Development.
- 5) Pay Eastover 1/3 of the current sewer rate for each REU within the Chalk Street Development.
- 6) Work with Eastover to request a minor 208 Plan amendment to include Tract A in the Eastover service area.

### ARTICLE III – MUTUALLY AGREED UPON BY EASTOVER AND COUNTY

- 1) Expansion of Eastover 208 Service Area. Richland County approves expansion of Eastover's service area through annexation.
- 2) County 208 Service Area. Customers served by Richland County before annexation, with the exception of Chalk Street Development Tract A, will remain in the County's 208 service area.
- 3) Satellite Sewer Service Agreement. County will draft a Satellite Sewer Service Agreement for the Chalk Street Development for execution by Eastover.
- 4) Public Interest. The governing bodies of Eastover and County have found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.
- 5) Prior Intergovernmental Agreement. The prior Intergovernmental Agreement entered into on June 23, 1998, and Intergovernmental Agreement entered into on October 11, 2001, remain in effect until such time as it becomes necessary to draft new Intergovernmental Agreement modifying their terms and conditions to reflect completion of the sale of parcel R41000-01-01 to Richland County by Eastover and related matters with the understanding that the sewer rates for current existing customers outside the Chalk Street Development and the methods by which their sewer rates are calculated remain unchanged unless different sewer rates and calculation methods are adopted by the parties.
- 6) Future Provisions. The parties agree that should any provision, clause, term, paragraph or phase of this Agreement be rendered void or ineffective by the order of any court that the remaining terms of the Agreement will remain in full force and effect.
- 7) Term of Agreement. This Agreement shall be for an indefinite term, unless a different term is mutually agreed upon by Eastover and County to terminate the agreement. Any party desiring termination must give six (6) months written notice of its intention to terminate to the other party to this Agreement.
- 8) Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement, and

all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

***EASTOVER SIGNATURE PAGE TO  
INTERGOVERNMENTAL AGREEMENT FOR SEWER SERVICE***

IN WITNESS WHEREOF, Town of Eastover has executed this Agreement under seal effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Witnesses:

\_\_\_\_\_  
*Witness 1*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Witness 2*  
Print Name: \_\_\_\_\_

TOWN OF EASTOVER:

Town of Eastover, a South Carolina  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State and County set forth above, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Town of Eastover, a South Carolina municipal corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[AFFIX SEAL]

***RICHLAND COUNTY SIGNATURE PAGE TO  
INTERGOVERNMENTAL AGREEMENT FOR SEWER SERVICE***

IN WITNESS WHEREOF, Richland County has executed this Agreement under seal effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Witnesses:

\_\_\_\_\_  
*Witness 1*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Witness 2*  
Print Name: \_\_\_\_\_

RICHLAND COUNTY:

THE COUNTY OF RICHLAND, SOUTH CAROLINA, a South Carolina municipal corporation and political subdivision of the State of South Carolina

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
  
COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State and County set forth above, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of The County of Richland, South Carolina, a South Carolina municipal corporation and political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[AFFIX SEAL]

EXHIBIT A

Map of Chalk Street Development Tracts A and B

