

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY DECEMBER 3, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024



Deirrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen D. Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture E. Walker  
District 8



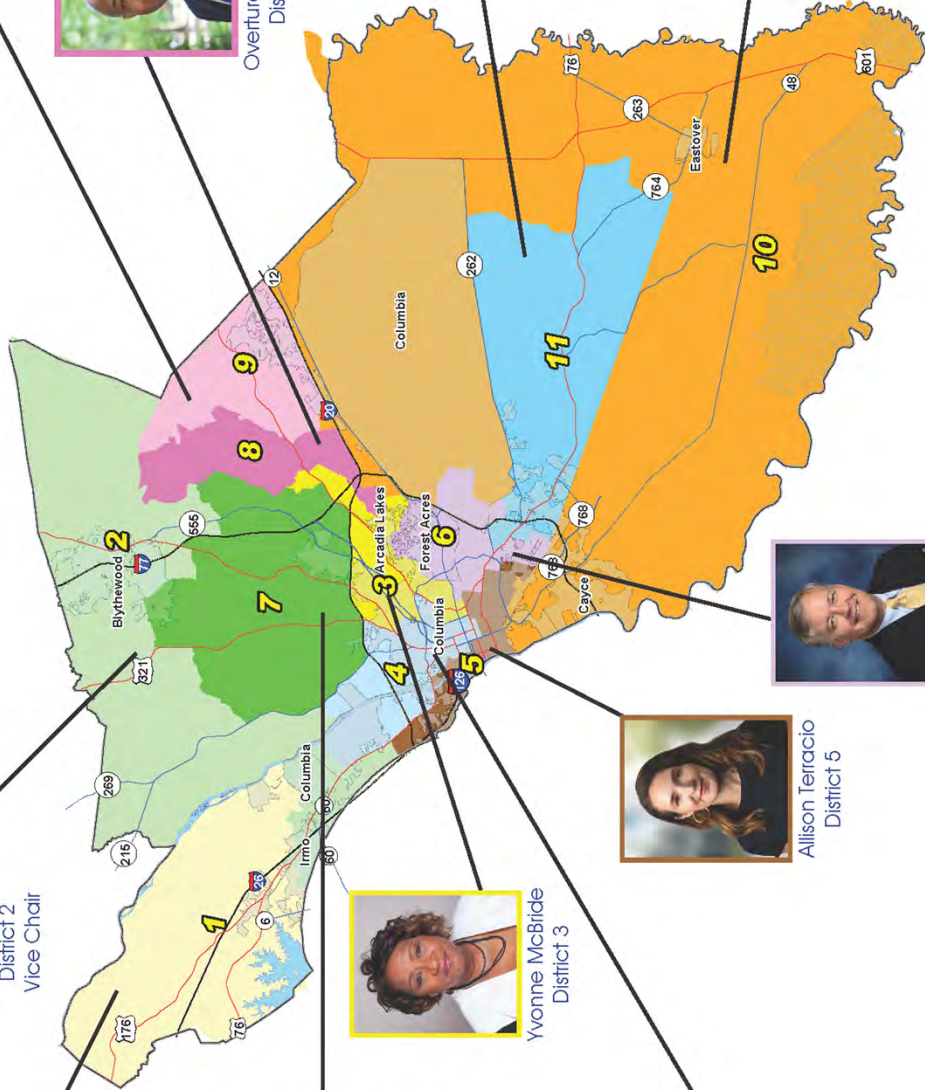
Chakisse Newton  
District 11



Cheryl D. English  
District 10



Jessica Mackey  
District 9  
Chair





**Richland County  
Regular Session**

**AGENDA**

December 3, 2024 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Jesica Mackey, Chair  
Richland County Council
  - a. ROLL CALL
2. **INVOCATION** The Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** The Honorable Chakisse Newton
4. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
  - a. Regular Session: November 19, 2024 **[PAGES 10-14]**
  - b. Zoning Public Hearing: November 21, 2024  
**[PAGES 15-16]**
5. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
County Attorney

*After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*

  - a. 2024-2025 Employee Performance Evaluation  
[Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
  - b. Fire Services Agreement between the City Of  
Columbia and Richland County [Pursuant to SC Code  
of Laws, Sec. 30-4-70(a)(2)]
  - c. Property Inquiry - 120 Clemson Road, Columbia, SC  
29229, TMS #R25608-01-38 [Pursuant to S.C. Code of  
Laws, Sec. 30-4-70(a)(2) and 30-4-70(a)(5)]

**7. CITIZEN'S INPUT**

The Honorable Jessica Mackey

- a. For Items on the Agenda Not Requiring a Public Hearing

**8. CITIZEN'S INPUT**

The Honorable Jessica Mackey

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. UPDATES FOR CONSIDERATION

- 1. Comprehensive Plan Update [\[PAGE 19\]](#)
- 2. Department of Animal Care - Vector Control - Mosquito Control Award [\[PAGES 20-49\]](#)
- 3. GFOA Distinguished Budget Presentation Award

- b. ADMINISTRATOR'S NOMINATION: (Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time-sensitive, exigent, or of immediate importance)

- 1. Community Planning & Development -Conservation Division - City of Cayce Mitigation Credit Sales [\[PAGES 50-62\]](#)
- 2. Community Planning & Development -Conservation Division - Blythewood Industrial Park Mitigation Credit Sales [\[PAGES 63-75\]](#)
- 3. Lexington/Richland Alcohol and Drug Abuse Council (LRADAC) Request to Apply for South Carolina Opioid Recovery Fund (SCORF) funding [\[PAGES 76-81\]](#)

**10. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk of Council

**11. REPORT OF THE CHAIR**

The Honorable Jessica Mackey

- a. Alpine Road Sidewalk Resurfacing Ribbon Cutting Ceremony: December 18<sup>th</sup>, 2024 at 10:30 AM

- b. Atlas Road Groundbreaking Ceremony: December 19<sup>th</sup>, 2024 at 10:30 AM
- c. Grant Application Cycle for Fiscal Year 2026:
  - 1. Community Impact Grants, Accommodations Tax Grants, and Hospitality Tax Grants. Grant application period will close on February 2, 2025 at 11:59 PM.

**12. APPROVAL OF CONSENT ITEMS**

The Honorable Jessica Mackey

- a. Utilities - Cedar Cove and Stoney Point Phase 1 Tank Cleaning Project **[PAGES 82-85]**
- b. Utilities - Jetter Truck Purchase **[PAGES 86-91]**
- c. Department of Public Works - Solid Waste - Residential Roll Carts **[PAGES 92-94]**
- d. Department of Public Works - Engineering - Award of Construction - Fashion/Forum/St Andrews Road Rehabilitation **[PAGES 95-100]**
- e. Treasurer's Office - Forestry Funds Disbursement **[PAGES 101-105]**

**13. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Paul Livingston

- a. I move that 15% of each prior year's collections of accommodations tax be allocated for affordable housing in alignment with Sect. 6-1-530 (7) of the S.C. Code of Laws', workforce housing and home ownership promotion requirement and Act 57 of 2023's "mortgage assistance" requirement. This allocation is to directly focus on down payment assistance for homeownership for Richland County employees, public safety, EMS and Richland One and Two teachers. [MACKEY, BARRON, and TERRACIO - September 10, 2024] **[PAGES 106-109][Executive Session]**

**14. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

The Honorable Gretchen Barron

- a. NOTIFICATION OF APPOINTMENTS
  - 1. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) **[PAGE 110]**
    - a. Maryann Wright (\*Incumbent)
  - 2. Richland Memorial Hospital Board - Three (3) Vacancies **[PAGE 111]**
    - a. Damitchell Moore
    - b. Colby Fuller
    - c. Carlton Boyd
    - d. Richard Kennedy, III

- e. Brittany Singleton
- f. Amy Fraley

**b. NOTIFICATION OF VACANCIES [PAGE 112]**

1. 1. Accommodations Tax Committee – Four (4) Vacancies (TWO applicants must have a background in the lodging industry, ONE applicant must have a background in the hospitality industry, and ONE applicant must have a cultural background)
2. Airport Commission – One (1) Vacancy (The applicant must reside in the Rosewood, Shandon, or Hollywood-Rose Wale neighborhoods)
3. Board of Assessment Appeals Board – Two (2) Vacancies
4. Building Codes Board of Appeals – Seven (7) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)
5. Employee Grievance Committee – Two (2) Vacancies (Applicants must be Richland County Government employees; applicants will serve as alternates)
6. Hospitality Tax Committee – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry)
7. Midlands Regional Convention Center Authority – Two (2) Vacancies
8. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)
9. River Alliance – One (1) Vacancy

The vacancies will be advertised on or about December 13, 2024.  
Applications will be accepted until January 10, 2025.

**15. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

The Honorable Derrek Pugh

- a. Alvin S. Glenn Detention Center Update:
  - 1. General Overview
  - 2. Roles of the Solicitor's Office in the Criminal Justice Process
  - 3. Memorandum of Understanding between Richland County and Richland County Criminal Justice Coordinating Council
  - 4. SCAC Proposed Policy Positions

**16. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

The Honorable Paul Livingston

- a. Shop Rd Extension Phase 2 Service Order Approval  
[\[PAGES 113-170\]](#)

**17. OTHER ITEMS**

The Honorable Jesica Mackey

- a. FY25 - District 2 Hospitality Tax Allocations  
[\[PAGES 171-172\]](#)
  - 1. Junior League of Columbia - \$5,000
- b. FY25 - District 4 Hospitality Tax Allocations  
[\[PAGES 173-174\]](#)
  - 1. SC Gospel Quartet Awards - \$3,000
- c. FY25 - District 8 Hospitality Tax Allocations  
[\[PAGES 175-176\]](#)
  - 1. Junior League of Columbia - \$5,000
  - 2. Black Pages International - \$3,000
- d. FY25 - District 9 Hospitality Tax Allocations  
[\[PAGES 177-178\]](#)
  - 1. Pink & Green Community Service Foundation - \$6,000

**18. EXECUTIVE SESSION**

*After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*

Patrick Wright,  
County Attorney

**19. MOTION PERIOD**

a. Resolution honoring the life of James Solomon, Jr.

The Honorable Derrek Pugh

**20. ADJOURNMENT**

The Honorable Jesica Mackey





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  
Regular Session  
**MINUTES**  
November 19, 2024 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron (via Zoom), Overture Walker, and Cheryl English

NOT PRESENT: Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Susan O’Cain, Patrick Wright, Jackie Hancock, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Ashley Fullerton, Michelle Onley, Angela Weathersby, Venyke Harley, Kenny Bowen, Margaret Jones, Maddison Wilkerson, Stacey Hamm, Andrew Haworth, Pamela Green, and Jeff Ruble

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.  
Ms. Mackey noted that Ms. Newton was unable to attend tonight’s meeting due to work obligations.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Cheryl English.
4. **PRESENTATION OF PROCLAMATION**
  - a. **A Proclamation Recognizing Small Business Saturday Coalition** – Ms. Susan O’Cain, Communications/Public Information Director, read the proclamation into the record.
5. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: November 12, 2024** – Mr. Livingston moved to approve the minutes as distributed, seconded by Mr. Pugh.  
  
Mr. Branham requested to amend the minutes on p. 6 to read, “Mr. Branham pointed out the Bylaws provide for a four (4) member Executive Committee, but it does not require that any of the four (4) have a connection to County Council”, seconded by Ms. Terracio.  
  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English  
Not Present: Newton  
  
The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Mr. Patrick Wright, County Attorney, requested to defer Item 7(a): “Project Connect Property Update” until the December 3<sup>rd</sup> meeting.  
  
Ms. Terracio moved to adopt the agenda as amended, seconded by Ms. English.  
  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English  
Not Present: Newton  
  
The vote in favor was unanimous.
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:

- a. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – This item was deferred until the December 3<sup>rd</sup> Council meeting.
- b. Personnel Matter: Clerk to Council Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. November 21, 2024, Committee Meetings – Ms. Anette Kirylo, Clerk to Council, reminded Council due to the holidays, the committee meetings would be held on Thursday, November 21<sup>st</sup> instead of the third Tuesday of the month.

12. **REPORT OF THE CHAIR** – Ms. Mackey presented Ms. McBride and Mr. Walker with a token of appreciation on behalf of for their service on Council. Several other Councilmembers expressed gratitude for the departing Councilmembers.

**POINT OF PERSONAL PRIVILEGE** – Ms. McBride and Mr. Walker thanked their colleagues and staff.

**POINT OF PERSONAL PRIVILEGE** – Ms. Terracio recognized the presence of journalist students in the audience.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-013MA, Krut Patel, HI to R3 (33.33 Acres), 2336 Hardscrabble Road, TMS #R17211-01-02 {District 7} [THIRD READING]
- b. Case #24-018MA, Bonnie Joshi, HM to RT (4.39 Acres), 140 Richland Farms Road, TMS #R30953-01-06 {District 11} [THIRD READING]
- c. Case #24-034MA, Willie Simmons, INS to R3 (0.52 Acres), N/S Innsbrook Drive, TMS #R07401-07-22 {District 5}, [THIRD READING]
- d. Case #24-041MA, Norman Gross, AG to HM (40.08 Acres), 1463 Ridge Road, TMS #R24900-07-24 {District 11} [THIRD READING]
- e. Case #24-039MA, Joy C. McMillion, HM to RT (4.08 Acres), 1140 Congaree Road, TMS #R24700-10-30 {District 11} [THIRD READING]

Ms. Terracio moved to approve Items 13(a) – 13(e), seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

Mr. Walker moved to reconsider Items 13(a) – 13(e), seconded by Ms. Terracio.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The motion for reconsideration failed.

14. **SECOND READING ITEMS**

- a. An Ordinance authorizing the execution and delivery of an amendment to the infrastructure credit agreement by and between Richland County, South Carolina, and Gable Oaks Housing Associates, LP; and other related matters – Ms. Terracio requested the Economic Development staff to remind Council what the infrastructure credits are for.

Mr. Jeff Ruble, Economic Development Director, stated the developer who purchased Gable Oaks originally came to the County and requested a 45-year credit. Since then, the State credit program has gone away. The developer indicated he would not spend \$6M; therefore, we re-negotiated with them. The County reduced the 45-year term to 10 years. In addition, since First Reading we have had numerous conversations and have received three (3) additional commitments to the original structure. The developer has committed to spending

\$250,000 for continued improvements and the continuation of the replacement of outdoor lighting and has fully addressed any outstanding HVAC repairs.

Ms. McBride thanked Mr. Ruble, Mr. Ray Jones, Mr. Livingston, and the Economic Development staff for working with her on this endeavor.

Ms. Terracio moved to approve this item, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

15. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution adding additional property to the public infrastructure credit agreement between Richland County, South Carolina and 2019 Bull Street Owner, LLC; authorizing an amendment to Exhibit A of the public infrastructure credit agreement to include the additional property; and other related matters – Mr. Livingston stated the committee recommended approval.

Ms. Terracio inquired if Historic Columbia has been contacted regarding this project.

Mr. Ruble indicated that the City of Columbia, not the County, would have been involved with the planning and zoning for this project.

In Favor: Pugh, McBride, Livingston, Weaver, Barron, Walker, Mackey, and English

Opposed: Branham and Terracio

Not Present:

The vote was in favor.

16. **REPORT OF THE RULES & APPOINTMENTS COMMITTEE**

- a. NOTIFICATION OF APPOINTMENTS

1. Airport Commission – Three (3) Vacancies (TWO applicants must reside in the Rosewood, Shandon, or Hollywood-Rose Wale neighborhood
2. Board of Zoning Appeals – One (1) Vacancy
3. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry, and TWO applicants must be CPAs)
4. East Richland Public Service Commission – One (1) Vacancy
5. Township Auditorium – One (1) Vacancy

Ms. Barron stated the committee recommended re-appointing Mr. Prentiss McLaurin and appointing Mr. John Brisini to the Airport Commission. It further recommended appointing Mr. Merrell Johnson to the Board of Zoning Appeals, Ms. Sheila Hemingway to the Business Service Center Appeals Board, and re-appointing Ms. Jennifer Creed to the East Richland Public Service Commission, and Mr. Andrew Theodore to the Township Auditorium Board. The remaining vacancy on the Airport Commission will be re-advertised.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

17. **REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

- a. Areas of Impact – Ms. Mackey stated the committee recommended the following areas of impact:

1. Programs to promote homeownership through education and financial planning.
2. Youth activities to reduce community violence, improve safety, and develop workforce development skills
3. Programs to create sustainable childcare for working parents to further workforce development
4. Food insecurity
5. Veteran's assistance to improve health and wellness

Ms. Terracio inquired if improving veterans' health and wellness would include considering their housing.

Ms. Mackey responded veteran housing would be included in the program to promote homeownership.

Ms. Terracio asked if the homeownership program would include rental property and housing for insecure individuals.

Ms. Mackey replied the homeownership program would not include rental properties or temporary housing.

Ms. Terracio believes there is a gap somewhere that would help with housing insecurity.

Ms. McBride inquired if the homeownership program would include financial assistance.

Ms. Mackey indicated the committee's thought was this would not include financial assistance. It would be difficult for a non-profit to assist individuals when they only receive up to \$50,000.

Ms. Barron inquired if there would be a brief explanation for each category in the application.

Ms. Mackey stated previously the application only had a one-word description of the impact areas. The current application will include these longer phrases for the impact areas. She noted we could expand upon the descriptions for the impact areas in future years.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

Ms. Mackey moved to reconsider this item, seconded by Ms. English.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

Ms. Mackey mentioned the Community Impact Grant application will go live on December 2, 2024.

18. **EXECUTIVE SESSION** – Mr. Pugh moved to go into Executive Session, seconded by Mr. Livingston.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:57 PM  
and came out at approximately 7:08 PM***

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

- a. **Personnel Matter: Clerk to Council Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]** – Ms. Terracio moved to authorize the Chair to execute the contract discussed in Executive Session, seconded by Ms. McBride.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Walker, Mackey, and English

Not Present: Barron and Newton

The vote was in favor.

10. **MOTION PERIOD**

- a. I move that the county consider developing a Neighborhood Master Plan that establishes policies and goals related to preservation and development in the Ballentine community with the goal to preserve and promote the desired character of the community while also conserving and protecting the water and watershed of Lake Murray [BRANHAM] – Ms. Mackey referred the motion to the Development & Services Committee.

22. **ADJOURNMENT** – Ms. Terracio moved to adjourn the meeting, seconded by Mr. Pugh.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, and English

Not Present: Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:11 PM.



Richland County Council  
Zoning Public Hearing  
**MINUTES**  
November 21, 2024 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride, Paul Livingston, Gretchen Barron (via Zoom), Overture Walker, Cheryl English, and Chakisse Newton

NOT PRESENT: Allison Terracio, Don Weaver, and Jesica Mackey

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Tina Davis-Gooden, Jackie Hancock, Kyle Holsclaw, Kenny Bowen, and Patrick Wright

1. **CALL TO ORDER** – Vice-Chairman Derrek Pugh called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **WITHDRAWALS/DEFERRALS** – Ms. Newton moved to defer Item 5(a)(4): “Case #24-045MA, Alecia W. Garrick, HM to RT (2.99 Acres), 4540 Leesburg Road, TMS # R28100-02-14” to the February 2025 Zoning Public Hearing, seconded by Mr. Branham.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

4. **ADOPTION OF AGENDA** – Ms. Newton moved to adopt the agenda as published, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

5. **OPEN PUBLIC HEARING**

- a. **MAP AMENDMENTS [ACTION]**

1. **Case # 24-030MA**  
Lindsay S. Van Slambrook, Esq.  
GC to MU3 (2.09 Acres)  
7128 Parklane Road  
TMS # R17005-02-04  
[District 3 – McBRIDE] [FIRST READING]

Mr. Pugh opened the floor to the public hearing.

1. Cynthia Privette, 208 Oakley Drive, Columbia, SC 29223 – spoke in opposition to the re-zoning request.
2. Christine Fludd, 7158 Claudia Drive, Columbia, SC 29223 – spoke in opposition to the re-zoning request.
3. Arthur Fludd, 7158 Claudia Drive, Columbia, SC 29223 – spoke in opposition to the re-zoning request.
4. Dana Cooke, 3531 Baxter Drive, Columbia, SC 29223 – spoke in opposition to the re-zoning request.

No one else signed up to speak. The floor to the public hearing was closed.

Ms. McBride moved to deny the re-zoning request, seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

2. **Case #24-040MA**

Marion Charlie Adams, Jr.  
INS to MU1 (0.47 Acres)  
4030 Bluff Road  
TMS #R13509-01-10  
*[District 10 – ENGLISH]* [FIRST READING]

Mr. Pugh opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. English moved to deny the re-zoning request, seconded by Ms. McBride.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

3. **Case #24-034MA**

Krystal Martin  
R4 to LI (2.4 Acres)  
10539 Farrow Road  
TMS #R17500-02-18  
*[District 2 – PUGH]* [FIRST READING]

Mr. Pugh opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pugh to defer this item and the public hearing until the December 2024 Zoning Public Hearing, seconded by Mr. Branham.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

4. **Case #24-045MA**

Alecia W. Garrick  
HM to RT (2.99 Acres)  
4540 Leesburg Road  
TMS #R28100-02-14  
*[District 11 – NEWTON]* [FIRST READING]

This item was deferred during the Withdrawal/Deferral portion of the agenda.

6. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Branham.

In Favor: Branham, Pugh, McBride, Livingston, Barron, Walker, English, and Newton

Not Present: Terracio, Weaver, and Mackey

The vote in favor was unanimous.

The meeting adjourned at approximately 7:19 PM.





## Report of the County Administrator

**REGULAR SESSION** Tuesday, December 3, 2024

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### ITEMS FOR EXECUTIVE SESSION:

FIRE SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA AND RICHLAND COUNTY

PROPERTY INQUIRY - 120 CLEMSON ROAD, COLUMBIA, SC 29229, TMS #R25608-01-38 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-70(A)(2) AND 30-4-70(A)(5)]

### UPDATES FOR CONSIDERATION:

COMPREHENSIVE PLAN UPDATE

DEPARTMENT OF ANIMAL SERVICES - VECTOR CONTROL - MOSQUITO CONTROL AWARD: The County has been awarded funding in the amount of \$24664.73 via the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant through the South Carolina Department of Public Health (SC DPH) to obtain mosquito control equipment, insecticides, vehicles/trailers/ATVs/drones for mounting adulticiding or larviciding equipment, storage, personal protective equipment, mosquito surveillance tools, surveillance/tracking software, and mosquito control training.

GFOA DISTINGUISHED BUDGET PRESENTATION AWARD

### ADMINISTRATOR'S NOMINATION:

*Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)*

COMMUNITY PLANNING & DEVELOPMENT - CONSERVATION DIVISION - CITY OF CAYCE MITIGATION CREDIT SALES: Staff recommends approval of a request from the City of Cayce requests the purchase of 1.68 wetland credits for the construction of the Karlaney Outfall Project at a rate of \$20,000.00 per credit.

COMMUNITY PLANNING & DEVELOPMENT - CONSERVATION DIVISION - BLYTHEWOOD INDUSTRIAL PARK MITIGATION CREDIT SALES: Staff recommends approval of a request from BCP Blythewood, LLC to purchase 5.243 wetland credits for the construction of the Blythewood Industrial Park Site at a rate of \$20,000.00 per credit.

LEXINGTON/RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL (LRADAC) REQUEST TO APPLY FOR SOUTH CAROLINA OPIOID RECOVERY FUND (SCORF) FUNDING: PROPOSAL TO REDUCE RECIDIVISM

### ATTACHMENTS:

1. Project Update: Comprehensive Plan
2. Department of Animal Services - Vector Control - Mosquito Control Award Notification Letter
3. Agenda Briefing: Community Planning & Development - Conservation Division - City of Cayce Mitigation Credit Sales

4. Agenda Briefing: Community Planning & Development - Conservation Division - Blythewood Industrial Park Mitigation Credit Sales
5. Lexington/Richland Alcohol and Drug Abuse Council Request and Proposal



**Project Update**

<b>Prepared by:</b>	Synithia Williams	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	
<b>Date Prepared:</b>	November 25, 2024	<b>Meeting Date:</b>	December 3, 2024
<b>Approved for Consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Committee/Meeting:</b>	Regular Session		
<b>Council Initiative/Project:</b>	Comprehensive Plan Update		

**EXECUTIVE SUMMARY (NARRATIVE STATUS):**

Community Development and Planning staff along with the Comprehensive Planning Consultant, Nealon Planning, held six stakeholder meetings November 20, 2024 and November 21, 2024. The meetings were virtual and separated by topics (Development Community, Economic Development, Environmental & Conservation, Local Government, Neighborhood & Recreation, and Infrastructure & Utilities). The meetings were well attended and provided valuable insight.

The Comprehensive Planning team held its first Advisory Committee meeting on November 26, 2024. The Committee was updated on the purpose of the Comprehensive Plan, their role in the process, reviewed existing conditions, and elected a chair and vice chair.

The first public forum is scheduled for Monday, December 16, 2024 at the Richland County Library’s Main Branch. Citizens are invited to drop in between 5:00 p.m. and 7:00 p.m. to learn more about the Comprehensive Planning process and provide their thoughts on growth and development in Richland County.

The Comprehensive Planning website is now live. Residents can learn about upcoming meetings, complete the survey, share their ideas and ask questions by visiting [www.Richlandonline.com/ReimagineRichland](http://www.Richlandonline.com/ReimagineRichland).

**KEY ACCOMPLISHMENTS/MILESTONES:**

- Held six stakeholder meetings.
- Held first Advisory Committee meeting.
- Scheduled first Public Forum for December 16<sup>th</sup>
- Comprehensive Plan website is live.

**PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:**

- Hold the first Public Forum on December 16, 2024



*Chris Evans, MS, PhD*  
*State Public Health Entomologist*  
*Vector-Borne Diseases Laboratory*  
*8231 Parklane Rd Bldg 5 Rm 509*  
*Columbia, SC 29223-4903*

*November 12, 2024*

*Award Notification*

Olin Towery  
Mosquito Control Director  
Richland County Vector Control  
400 Powell Rd  
Columbia, SC 29203-9668

Dear Olin Towery,

South Carolina received funding to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. This letter contains details on the amount of funding you received, acceptance of the contract, and reimbursement procedures. The funds are coming from the Consolidated Appropriations Act of 2023 (p. 1855; Division N – [Disaster Relief Supplemental Appropriations Act, 2023](#)). Funds were competitively offered from the Centers for Disease Control and Prevention (CDC) via the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant.

As a pass-through agency, the South Carolina Department of Public Health (SC DPH) will assist local municipalities with funding to obtain mosquito control equipment, insecticides, vehicles/trailers/ATVs/drones for mounting adulticiding or larviciding equipment, storage, personal protective equipment, mosquito surveillance tools, surveillance/tracking software, and mosquito control training. Our goal is to strengthen the capacity of mosquito control programs by enhancing infrastructure so that local governments in South Carolina can respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges.

**You must spend these Hurricane Recovery Funds by July 31, 2025**, which is the end of the 2025 federal fiscal year. Because these funds are being made available to enhance the long-term infrastructure and hurricane recovery response of mosquito control programs, funds cannot be used for: (1) personnel; (2) municipalities that do not currently have a mosquito control program already in place; or (3) as “seed money” to start a new mosquito control program. **We ask that your jurisdiction not use these funds to replace the normal budget that your mosquito control program receives, but instead use the funds to help strengthen the capacity and capability of your mosquito program.**

Funding in the amount of **\$24664.73** has been allocated for your use in purchasing mosquito control-related items equipment and products. This amount may differ from the estimated amount in your preliminary notice of award due to some municipalities declining funds and to the inclusion of additional mosquito control agencies.

**Please sign and date or have your designated signatory sign and date the attached contract agreement**, which basically states that you will spend the awarded funds only on items related to mosquito control and that you will submit an invoice and receipts to SC DPH for reimbursement. **Also, please sign the attached FFATA form and return it with your contract.** You listed the signatory name for the contract as **Leonardo Brown, MBA CPM**. Please return the signed contract to me so that the SC DPH signatory can add her signature. Once the contract is signed by all parties, a copy will be sent to you.

Obtaining prior approval before committing to purchase any items is required to make sure your items are reimbursable. You can obtain prior approval by providing a generalized list of items (e.g., a backpack or ULV sprayer or larvicides) you plan to purchase via e-mail to SC DPH Vector-Borne Diseases lab staff members, [VECTOR@dph.sc.gov](mailto:VECTOR@dph.sc.gov). You will be responsible for obtaining quotes and making purchases.

For full reimbursement, you must

- Make all purchases on or before July 31, 2025.
- Send us an **INVOICE FROM YOUR MUNICIPALITY** showing an itemized list of everything purchased (Quantity, Unit of Measurement, Item Description, Unit Price, Extended Price, then totaled at the bottom). Your jurisdiction’s invoice should total all the individual vendor’s invoices for which you are requesting reimbursement.
  - We cannot pay the vendor directly. We can only pay you, which is why we need the invoice requesting reimbursement to come from your municipality. The invoice can be created on your jurisdiction's letterhead if you don't have a formal way of sending an invoice. Microsoft Excel offers generic invoice templates for you to download and edit to fit your needs.
  - **Your remittance or “submit payments to” address must be the same as the address associated with your South Carolina Vendor Number** (<https://webprod.cio.sc.gov/SCVendorSearch/vendorSearch.do>).
- Send all receipts OR vendor’s invoices. The invoice(s) you receive from the vendor may serve as a receipt.

Once we receive your jurisdiction’s invoice and attached vendor's invoices/receipts, the Vector-Borne Disease Lab staff will submit a purchase request to DPH’s Accounts Payable for payment to the name and address associated with your South Carolina Vendor Number.

**Please spend all your funds** so that we will be able to take advantage of future funding opportunities. This is an opportunity to strengthen the capacity and capability of your mosquito control program by building a stronger infrastructure necessary to effectively reduce post-hurricane mosquito population surges or battle mosquito-borne diseases. We are excited about this opportunity to support mosquito control in South Carolina. Please reach out to us regarding any questions or concerns.

Sincerely,



Chris L. Evans, MS PhD

Contact Information for Vector-Borne Diseases Lab Staff ( <a href="mailto:VECTOR@dph.sc.gov">VECTOR@dph.sc.gov</a> ):		
Chris Evans <a href="mailto:EVANSCL@dph.sc.gov">EVANSCL@dph.sc.gov</a> 803-896-3802	Lauren Rustin <a href="mailto:RUSTINLP@dph.sc.gov">RUSTINLP@dph.sc.gov</a> 803-896-0940	Gabe Begley <a href="mailto:BEGLEYGD@dph.sc.gov">BEGLEYGD@dph.sc.gov</a> 803-896-0579

CC: Leonardo Brown, MBA CPM; County Administrator; [brown.leonardo@richlandcountysc.gov](mailto:brown.leonardo@richlandcountysc.gov)

**FEDERAL SUBAWARD**  
**BETWEEN**  
**SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH**  
**AND**  
**COUNTY COUNCIL FOR RICHLAND COUNTY**

This Federal Subaward shall be between the South Carolina Department of Public Health (DPH a.k.a. Passthrough Entity) and County Council for Richland County (a.k.a. Subrecipient).

**PURPOSE:** DPH will provide funding to Subrecipient to assist Subrecipient in obtaining mosquito control-related items to respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges. These surges might also increase the likelihood of human infections due to secondary infections from mosquito bites or mosquito-borne viruses. Awarded funds are limited to purchasing only mosquito control-related items.

**I. SCOPE OF SERVICES**

**A. Subrecipient shall:**

1. Obtain quotes for mosquito control-related items in accordance with its local procurement procedures and requirements. Mosquito control-related items may include mosquito control equipment, products, insecticides, vehicles/trailers/ATVs/drones for mounting adulticiding or larviciding equipment, storage, personal protective equipment, mosquito surveillance tools, surveillance/tracking software, and mosquito control training.
2. Seek prior approval from SC DPH Vector-Borne Diseases (DPH VBD) lab staff members before committing to purchase any items to make sure your items are reimbursable. For prior approval, send a generalized list of items (for example, a backpack or ULV sprayer or larvicides) you plan to purchase via e-mail to VECTOR@dph.sc.gov.
3. Spend awarded funds on approved mosquito control-related items in accordance with its local procurement procedures and requirements.
4. Make all purchases on or before July 31, 2025, to qualify for reimbursement. Purchases made after July 31, 2025, will not be reimbursed. The Subrecipient should not spend beyond the limit of the awarded amount.
5. Receive all purchased mosquito control-related items by July 31, 2025, and before requesting reimbursement.
6. Send DPH VBD lab staff members an invoice from your municipality and all receipts together at one time for full reimbursement of purchased mosquito control-related items. The invoice must include product name, quantity, unit price, extended price, and total price. Your jurisdiction's invoice should total all the individual vendor's invoices for which you are requesting reimbursement. The address on your invoice must be the same as the address associated with your South Carolina Vendor Number (<https://webprod.cio.sc.gov/SCVendorSearch/vendorSearch.do>). The invoice(s) you receive from the vendor may serve as receipt(s). The municipality's invoice and attached receipts may be sent via e-mail to VECTOR@dph.sc.gov.
7. Welcome a site visit by DPH or CDC to confirm the physical possession of purchased mosquito control-

related items.

8. Cooperate in any interview conducted by CDC or DPH to determine how acquired mosquito control-related items will help to respond effectively to public health threats and nuisance mosquitoes hampering recovery efforts caused by post-tropical system mosquito population surges.

**B. DPH shall:**

1. Be responsible for approving all items before they are purchased.
2. Reserve the right, separately or in conjunction with CDC, to perform a site visit to confirm the physical possession of purchased mosquito control-related items.

**II. SOURCE OF FUNDING and AMOUNT**

The current amount of funding per this subaward is \$24664.73 from the following sources:

SOF1 CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions” **\$24664.73**

Attachment(s) SOF1 contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

**III. PROJECT PERIOD**

The federal project period for SOF1 “CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions” BEGINS on August 1, 2024 and ends on July 31, 2025.

**IV. PERIOD OF PERFORMANCE**

This Subaward shall become effective on August 1, 2024 or whenever all parties have signed, whichever is later and ends July 31, 2025.

Subrecipient must not begin work before the effective date unless specifically directed by DPH.

**V. COMPENSATION**

- A. DPH agrees to reimburse the Subrecipient for reasonable and necessary costs incurred for the purchase of approved items as described in the Scope of Services Section up to the amount of \$24664.73. Only costs of items purchased during the effective dates of the subaward will be reimbursed. Reimbursable costs are the purchase prices of the items including sales taxes but not including optional warranties or extended maintenance coverage.

In no event, will the total amount to be paid under this Subaward exceed \$24664.73, inclusive of all expenses.

- B. **Budget** No costs other than the purchase prices of approved items will be reimbursed under this subaward.
- C. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. Title will vest in accordance with the requirements of 2 CFR 200.313 and the SOF1.
- D. **Indirect Cost** DPH will not reimburse for any indirect costs.
- E. **Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds

for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.

F. **Prohibited Items** No costs other than the purchase prices of approved items will be reimbursed under this subaward.

G. **Travel** No costs other than the purchase prices of approved items will be reimbursed under this subaward.

#### **VI. NO INTEREST OR LATE FEES**

No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from DPH. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DPH shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

#### **VII. METHOD OF PAYMENT/INVOICING**

Subrecipient shall submit a **one-time** request for reimbursement (invoice) for purchased mosquito control-related items as outlined in the Scope of Services. Reimbursement will be for actual allowable costs incurred. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The request for reimbursement should be received by DPH by September 12, 2025. Please refer to the attachment "SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION" for details on invoice submission and supporting documentation.

#### **INVOICING**

Subrecipient must send the list of purchased mosquito control-related items and all receipts together at one time for full reimbursement. All mosquito control-related items purchased on or before July 31, 2025, must be submitted for reimbursement (invoiced) by Subrecipient to DPH by September 12, 2025. Invoices for mosquito control-related items purchased by July 31, 2025, that are received after September 12, 2025, may not be paid. Purchases made after July 31, 2025, will not be reimbursed.

#### **Mail requests for payment to the attention of program contact:**

Dr. Chris L. Evans  
Public Health Laboratory  
8231 Parklane Rd BLDG 5 RM 509  
Columbia, SC 29223-4903  
Email: [EVANSCL@DPH.sc.gov](mailto:EVANSCL@DPH.sc.gov)

#### **VIII. REPORTING REQUIREMENTS**

##### **A. Annual Risk Assessment Survey**

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

##### **B. Audit Verification**



On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

### **C. Audit Results**

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

### **D. Cost Allocation**

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure.

### **E. FFATA**

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DPH maintains that responsibility.

### **F. Programmatic Reporting**

The Subrecipient must send a list of all mosquito control-related items purchased, including product name, quantity, unit price, extended price, and total price. The Subrecipient must send receipts for all purchased items.

## **IX. SAM (System for Award Management)**

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the Subaward.

## **X. ACCESS TO RECORDS**

Subrecipient must permit DPH and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow DPH and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow DPH to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

## **XI. CLOSEOUT OF SUBAWARD**

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention

- perform audits

## **XII. TERMS AND CONDITIONS**

- A. Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

### **1. MINORITY BUSINESS**

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

2. **SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.
3. **ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DPH's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.
4. **AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.
5. **RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time DPH deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow DPH to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DPH.

Subrecipient must dispose of records containing DPH confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DPH, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

### **6. TERMINATION**

- a. DPH may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the Subrecipient.
- b. DPH funds for this Subaward are payable from federal sources. If funds are not granted or otherwise

available to DPH to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by DPH, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DPH's sole discretion. DPH has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

- c. DPH may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DPH. DPH may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

- 7. **NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DPH.

Subrecipients that administer or provide DPH programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DPH-funded programs, activities and services.

- 8. **INSURANCE** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DPH on its insurance policies as an additional insured and to provide DPH with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Each party will be responsible for coverage of its own employees.
- 9. **DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.
- 10. **STANDARD OF PERFORMANCE** Subrecipient will perform all services under this Subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
- 11. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires the State or its political subdivisions, agencies or employees to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2)

would have the purpose or effect of increasing or expanding any liability of the State or its political subdivisions, agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

12. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered DPH employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of DPH or have any right or authority to bind DPH to any agreement with a third party or to incur any obligation or liability on behalf of DPH except to the extent expressly authorized in this Subaward.
13. **CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES** All disputes, claims, or controversies relating to the Subaward must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DPH regarding the Subaward is not a waiver by DPH of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DPH's consent to the jurisdiction of any court or agency of any other state.
15. **DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that Subrecipient knowingly or in bad faith rendered an erroneous certification, DPH may terminate the Subaward for cause in addition to other remedies available.
16. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
17. **NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

**SUBRECIPIENT:**

**PROVIDER NAME:** County Council for Richland County  
**PROVIDER CONTACT:** Leonardo Brown, MBA CPM  
**STREET ADDRESS:** 400 Powell Rd, Columbia, SC, 29203-9668  
**PROVIDER PHONE NUMBER:** 8035762459  
**SIGNATORY EMAIL:** brown.leonardo@richlandcountysc.gov

**DPH PROGRAM:**

**Name:** Dr. Chris L. Evans  
**Public Health Laboratory**  
**8231 Parklane Rd BLDG 5 RM 509**  
**Columbia, SC 292203-4903**  
**Phone:** 803-896-3802  
**Email:** [EVANSCL@DPH.sc.gov](mailto:EVANSCL@DPH.sc.gov)

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

18. **COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
19. **THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.
20. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DPH in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DPH upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
21. **SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
22. **WAIVER** DPH does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DPH Contracts Manager has actual authority to waive any of DPH's rights under this Subaward. Any waiver must be in writing.
23. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

**24. ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Subaward Invoices and Supporting Documentation
- DPH Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment

**25. PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE** DPH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, grantee or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and DPH's policies and procedures regarding false claims may be obtained from DPH's Grant Compliance Director or Bureau of Business Management.

Any employee, agent, or contractor of DPH who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents or employees have reason to suspect FWA in DPH programs, this information should be reported in confidence to DPH. A report may be made by writing to the Office of Internal Audits, DPH, 2100 Bull Street, Columbia, SC 29201; or by calling the DPH Fraud, Waste and Abuse Hotline at 803-898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DPH's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

**26. OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.

- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.
- (g) Subrecipient is a Government Agency or Political Subdivision duly organized, validly existing and in good standing under the laws of South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

27. **COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

28. **SURVIVAL** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

29. **TIME** Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

30. **NO ENDORSEMENT** Subrecipient will not take any action or make any statement, or request DPH take any action or make any statement, that suggests or implies that DPH or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the DPH Contracts Manager.

31. **CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict-of-interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DPH in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm

considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- 32. SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DPH. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Public Health  
 Director for the Bureau of Financial Management  
 2100 Bull Street  
 Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DPH's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DPH requests a copy of that audit to be sent to:

SC Department of Public Health  
 Director for the Bureau of Financial Management  
 2100 Bull Street  
 Columbia, SC 29201  
 Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an



external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

- 33. FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DPH. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DPH. THE DPH BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)*

- a. *Unique Entity Identifier (UEI) number*
- b. *Contract number*
- c. *Subrecipient name as registered in the Central Contractor Registration*
- d. *Amount of award received*
- e. *Total Amount of contract award*
- f. *Date contract was signed by both parties*
- g. *Total contract period*
- h. *Physical location of primary place of performance*
  1. *State*
  2. *Population*
  3. *City*
  4. *Congressional District*
  5. *County*
  6. *Area of Benefit (i.e., state, county, city, school district)*
- i. *Top 5 most highly compensated officers and their compensation*

- 34. AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DPH raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DPH pass-through funds.

- 35. LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

County Council for Richland County

BY: \_\_\_\_\_  
Jennifer F. Meredith, PhD, HCLD(ABB)  
Bureau Director, Public Health Laboratory

BY: \_\_\_\_\_  
Leonardo Brown, MBA CPM  
County Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS:  
SC Department of Public Health  
Public Health Laboratory  
8231 Parklane Rd  
Columbia, SC 29223-  
4903 \_\_\_\_\_

MAILING ADDRESS:  
400 Powell Rd, Columbia, SC, 29203-9668

REMITTANCE ADDRESS: (if different from mailing address)  
2020 Hampton St, PO Box 192, Columbia, SC, 29202-0192

TAX/EMPLOYER ID#: 57-6000398

UEI: CYMKG7G27HB3

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision - specify state if not SC: \_\_\_\_\_
- Other Governmental body (specify) \_\_\_\_\_
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:  
\_\_\_\_\_

Registered agent and address in South Carolina:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCDLLR or other license #  
\_\_\_\_\_

**SUBAWARD SOURCE OF FUNDING (SOF) # SOF-1**

(1) Subaward # LB-5-A079 (2) Subaward Amendment # \_\_\_\_\_

(3) Subrecipient Name County Council for Richland County

(4) Subrecipient's Unique Entity Identifier (UEI #) CYMKG7G27HB3

(5) Grant Award Title **CFDA 93.323 CK24-0002 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC): Vector-Borne Diseases and Tick-Associated Conditions**

(6) Federal Award Identification Number (FAIN) NU51CK000342 (7) FAIN Date 8/1/2024

(8) Primary Grant Project Period Start Date 8/1/2024 End Date 7/31/2025

(9) Subaward Project Period Start Date 8/1/2024 End Date 7/31/2025

(10) Current Subaward Period of Performance Start Date 8/1/2024 End Date 7/31/2025

(11) Amount of Federal Funds Obligated by this Action \$ 24664.73

(12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ 24664.73

(14) Total Amount of Federal Award Committed to the Subrecipient \$ 24664.73

(15) Federal Award Project Description

South Carolina received funding from the Centers for Disease Control and Prevention (CDC) through the *Consolidated Appropriations Act of 2023 (p. 1855; Division N – [Disaster Relief Supplemental Appropriations Act, 2023](#))* to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. Approved activities for laboratory and vector surveillance and control related to this funding are listed below:

- Implement enhanced mosquito and mosquito-borne disease surveillance, prevention, and control strategies.
- Implement mosquito and mosquito-borne disease prevention and control strategies to prevent subsequent surges in mosquito populations in the next mosquito season, including the implementation of innovative vector control strategies.

(16) Federal Awarding Agency U.S Department of Health and Human Services, Centers for Disease Control and Prevention

(17) Passthrough Entity South Carolina Department of Public Health

(18) ALN # 93.323 (19) Assistance Listing Title Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

(20) Is the Subaward Research and Development? Yes  No

**SUBAWARD SOURCE OF FUNDING (SOF) # SOF-1**

(21) DPH's Federally Negotiated Rate at time of Grant Award 19.4 % (NOT TO BE USED BY SUBRECIPIENT)

(22) Subrecipient's Indirect Cost: Federally Negotiated Rate\* \_\_\_\_\_ %\*\*Deminimis \_\_\_\_\_ No Indirect X

\*The signing of this SOF is NOT an approval of the Subrecipient's IDC rate.

\*\*A copy of the approved federally negotiated rate agreement must be submitted to DPH prior to 1<sup>st</sup> payment.

\*\*A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to DPH prior to 1<sup>st</sup> payment.

(23) Passthrough Entity (DPH) Contact Information:

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2100 Bull St Columbia SC 29201-2104	GrantsMgt@dph.sc.gov	N/A

Prepared by *Chris L. Evans* Date 10/10/2024  
 (Program Signature)

Prepared by *Tomisa Beaton* Date 10/10/2024  
 (Finance Signature)

# SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

## PREFACE

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

## SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, DPH may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. DPH can and will audit records at any time.

### **Documentation must demonstrate that costs are:**

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

### **Retention and Availability**

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by DPH at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

### **Examples of Supporting Documentation**

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient’s financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee’s name, dates, hours, and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans
- Detailed audit reports including auditor’s comments and corrective action plans
- 2<sup>nd</sup> tier subawards

- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

### **PROCEDURES FOR SUBMITTING INVOICES**

Reimbursement will be for actual allowable costs incurred. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding, a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated

### **Instructions for Specific Budget Categories**

The level of detailed documentation may vary based on your risk assessment and past history.

#### Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)  
Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll  $\$72,000/24 = \$3,000$  paid on 1<sup>st</sup> and 16<sup>th</sup> = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)  
Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll  $\$72,000/24 = \$3,000 * 40\% = \$1,200$  paid on 1<sup>st</sup> and 16<sup>th</sup> = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to DPH.

#### Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45%  
for a total of 7.65%  
Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll \$6,000 \* 7.65% = \$459

Example: Employee #2 is split funded and only works 40% for the federal program  
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 \$600 \* 40% = \$240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to DPH.

### Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change. The standard rates for mileage and subsistence can be found on the following website.

<https://www.cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>.

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate (before taxes are applied) or below for the area of travel. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation. The standard GSA rates for hotels can be found on the following website.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>.

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel
- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

### All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the



“Examples of Supporting Documentation “listed above.

Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to DPH upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%  
 Monthly Invoice: Payroll \$6,000 \* 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC \* 10% = \$59,200

MODIFIED TOTAL DIRECT COST (MTDC)			
BUDGET LINE ITEM	MONTHLY		MTDC ELIGIBLE
	DIRECT COST	UNALLOWABLE COST	
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non capitalized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	799,500	-207,500 MTDC =	592,000
		<b>De minimis 10%</b>	<b>59,200</b>
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

Journal Entries

In the event the Subrecipient’s accounting records must be adjusted via journal entry, DPH requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned to DPH. The return amount cannot be not used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

# Overview of State of SC/DPH Travel Reimbursement Policies for Vendors & Subrecipients

Updated January 2024

Non-state employees, including sub-recipients, who are on official, approved travel status for DPH related-business AND whose contract with DPH states specifically that they follow the State travel reimbursement policies follow the same State/DPH travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DPH and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DPH travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DPH Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

## TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

**1. DPH 103 Manual Travel Expense Report.** A DPH manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DPH 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DPH supervisor involved with the vendor's project

**2. DPH 104 Out-of-State Travel Form.** This form is required to be completed if DPH is reimbursing or paying travel expenses for DPH related-business conducted outside of the state of South Carolina.

**3. DPH 178 Travel Log.** Optional, available tool for the traveler to keep track of their travel expenses.

### 4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
  - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
  - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
  - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
  - **Miscellaneous expenses**, such as the following, purchased for DPH-related business use while on travel status:
    - parking,
    - telephone calls,
    - internet/wi-fi access,
    - gasoline for rental or State cars. Receipt must include vehicle tag number. (Considered

Misc. Travel Expense but uses 5031530000 Gasoline GL code),

- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
  - Regular meal receipts at or below State allowances and not included in registration fees are not required.
  - Tolls, taxi, subway, airport shuttle, metro, and portorage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

## OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

### MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2023 TO 12/31/2023	1/1/2024 TO 12/31/2024
REGULAR MILES	\$0.655 per mile	\$0.67 per mile
REDUCED MILES	\$0.615 per mile	\$0.63 per mile

\*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.

### MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DPH related-business for DPH to reimburse for meals.
- **DPH follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.**
- Meals for non-state employees who are on official, approved travel status for DPH-related business are reimbursable ONLY at the State daily allowable meal amounts.
- **DAILY MEAL ALLOWANCE RATES**

DAILY		In-State	Out-of-State	Departure from home or HQ...	Arrival back to home or HQ...
Breakfast		\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch		\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner		\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum		\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

\*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
  - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
  - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals, if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
  - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
    - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
    - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
    - Meals already paid as part of a registration fee are not reimbursable to the employee.
  - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
  - Meals Included with Registrations:
    - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
    - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

## **LODGING.**

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DPH related-business for DPH to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at [GSA.gov](https://www.gsa.gov).** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

**AIRFARE.** When making airline reservations, whoever makes the reservation should secure the most cost-efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance to State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

**RENTAL CAR.** If the non-state employee drives a RENTAL CAR while on official, approved travel status for DPH related-business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DPH can pay that.
- Optional items can NOT be paid or reimbursed by DPH.
- DPH can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DPH can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

**TAXI, AIRPORT SHUTTLE, AND METRO.** These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is nice to see it with the travel reimbursement, but again, the receipt is not required for these. Tips are NOT reimbursable.

**TOLL ROADS.** Reimbursable but receipts are NOT required.

**TIPS VS. PORTERAGE.** Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

#### **MISCELLANEOUS TRAVEL EXPENSES.**

- Reimbursed with a paid receipt:
  - parking fees,
  - gas for rental or State car (with car license plate number written on receipt) (considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code),
  - internet/Wi-Fi access for business use,
  - hotel safe fees for business use,
  - phone calls for business use.
- Reimbursed but do not require a receipt:
  - tolls,
  - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

**FFATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # SOF - 1**

**Primary Grant Award / Passthrough Entity Data  
(To be completed by the DPH Program Area)**

(1) Subaward LB-5-A079 (2) Subaward Amendment \_\_\_\_\_  
(3) ALN # 93.323 Listing Title Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)  
(4) Assistance \_\_\_\_\_  
(5) Federal Awarding Agency U.S Department of Health and Human Services, Centers for Disease Control and Prevention  
(6) Grant Award Title ELC Vector-Borne Diseases and Tick-Associated Conditions  
(7) Grant Award Date 8/1/2024 (8) Federal Award Identification Number (FAIN) NU51CK000342  
(9) Total Grant Award Amount \$24664.73 (10) DPH Unique Entity Identifier (UEI #) JNZSNC4MUMS7  
(11) DPH Principal Place of Performance 2100 Bull Street, Columbia, SC 29201-2104

**(12) Federal Award Project Description**

South Carolina received funding from the Centers for Disease Control and Prevention (CDC) through the Consolidated Appropriations Act of 2023 (p. 1855; Division N – Disaster Relief Supplemental Appropriations Act, 2023) to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. Approved activities for laboratory and vector surveillance and control related to this funding are listed below:

- Implement enhanced mosquito and mosquito-borne disease surveillance, prevention, and control strategies.
- Implement mosquito and mosquito-borne disease prevention and control strategies to prevent subsequent surges in mosquito populations

**Subaward / Subrecipient Data  
(To be completed by the Subrecipient)**

(13) Subrecipient Name County Council for Richland County  
(14) Subrecipient DBA Name County Council for Richland County  
(15) Subrecipient Unique Entity Identifier (UEI #) CYMKG7G27HB3  
(16) Subrecipient Address (includes zip +4 digits) 2020 Hampton St, PO Box 192, Columbia, SC, 29202-0192  
(17) Subaward Date 8/1/2024 (18) Subaward Amount (must be ≥\$30,000) \$ 24664.73  
(19) Subaward Principal Place of Performance 400 Powell Rd, Columbia, SC, 29203-9668  
(20) Subaward Area of Benefit (Congressional Districts) 06  
(21) Subrecipient Parent Unique Entity Identifier (UEI#) CYMKG7G27HB3

**FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION**

(22) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes \_\_\_\_\_ No   X  

(23) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes \_\_\_\_\_ No   X  

*If the answer to question 22 and question 23 are both NO, this questionnaire is complete, otherwise continue to question 24.*

(24) Does the public have access to information about the compensation of senior executives of the subrecipient organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986?

Yes \_\_\_\_\_ No \_\_\_\_\_

*If yes, questionnaire is complete, otherwise list the names and compensation of the Subrecipient's five most highly compensated officers.*

(25) List the names and total compensation of the five most highly compensated officers of the subrecipient as listed in the subrecipient's System for Award Management profile, as applicable in the space provided below.

NAME	TOTAL COMPENSATION
1.	
2.	
3.	
4.	
5.	

(26) Subrecipient Completed by (signature): \_\_\_\_\_

(27) Subrecipient Completed by (printed): \_\_\_\_\_

(28) Date: \_\_\_\_\_

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CHECKLIST

## Instructions for Completion

### PURPOSE

The purpose of this form is to gather information from a subrecipient to satisfy the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

### WHO WILL COMPLETE THIS FORM?

This form must be completed for all subaward agreements. The completion of this form is the responsibility of the DPH program area and the subrecipient.

### INSTRUCTIONS FOR COMPLETION

- *The form must be completed at the same time the draft subaward is processing. The form must be returned to DPH along with the signed Subaward Agreement. The signed form will become a part of the actual completed Subaward Agreement. The instructions for completion should not be made a part of the final Subaward Agreement.*
- *The program area must send a copy of the completed FFATA form to the Grants Compliance Division - Bureau of Financial Management.*

(SOF) #: (Subaward Source of Funding field located at the top of the page): The “SOF \_\_\_\_\_” field must be completed using sequential numbering starting with the number one to indicate the number of funding sources to be used to fund the subaward. If there is more than one federal grant included in the subaward, a separate SOF page will need to be completed for each funding source. Example: SOF 1 for only one grant or SOF 1, SOF 2, SOF 3 etc., if more than one grant.

### PRIMARY GRANT AWARD/PASSTHROUGH ENTITY DATA (to be completed by DPH Program Staff)

- (1) **Subaward #:** This is the contract system generated number assigned to a subaward agreement when fully executed. This should be populated once the number is assigned to the completed Subaward Agreement.
- (2) **Subaward Amendment #:** This is the contract system generated number assigned to the subaward if amended. This should be populated once the number is assigned to the completed Subaward Agreement if applicable.
- (3) **ALN #:** Enter the Assistance Listing # (previously CFDA#) from the Notice of Award or the SOF Form line #18
- (4) **Assistance Listing Title:** Enter the Assistance Listing title, previously the CFDA title from the Notice of Award or the SOF Form line #19
- (5) **Federal Awarding Agency:** Enter the Name of the Federal Awarding Agency from the Notice of Award (NOA) or the SOF Form line #16
- (6) **Grant Award Title:** Enter the grant award title verbatim from the grant Notice of Award (NOA) or the SOF Form line #5.
- (7) **Grant Award Date:** Enter the grant award date from the grant Notice of Award (NOA) or the SOF Form line #8 start date.
- (8) **Federal Award Identification Number (FAIN):** Enter the FAIN from the grant Notice of Award (NOA) or the SOF Form line #6.
- (9) **Total Grant Award Amount:** Enter the projected amount of funding over the entire subaward project period from the SOF form line #14.
- (10) **DPH Unique Entity Identifier (UEI#): Skip this field.** It is pre-populated with DPH’s UEI number. DPH has maintained DHEC’s UEI.



- (11) **DPH Principal Place of Performance: Skip this field.** It is pre-populated with DPH Principal Place of Performance.
- (12) **Federal Award Project Description:** Enter the project description verbatim as it appears in the Notice of Funding Opportunity or Grant Award or from the SOF Form line #15.

#### **SUBAWARD/SUBRECIPIENT DATA (to be completed by the Subrecipient)**

- (13) **Subrecipient Name:** Enter the full legal name of the subrecipient as it appears on the SOF Form line #3.
- (14) **Subrecipient DBA Name:** Enter the full legal DBA name of the subrecipient if applicable. This should match any DBA on the subrecipient's W-9.
- (15) **Subrecipient's Unique Entity Identifier (UEI):** Enter the subrecipient's UEI number. As it appears on the SOF Form line #4.
- (16) **Subrecipient Address (include zip + 4 digits):** Enter the subrecipient's full address to include the zip code + 4 digits. They + 4 digits are required for reporting purposes.
- (17) **Subaward Date:** This is the contract system generated date assigned to a subaward agreement when fully executed. This should be populated once the date is assigned to the completed Subaward Agreement.
- (18) **Subaward Amount (must be >= \$30,000) \$:** Enter the amount from the SOF Form line # 13.
- (19) **Subaward Principal place of Performance:** Enter the Subrecipient's principal place of performance for this grant.
- (20) **Subaward Area of Benefit (Congressional District):** Enter the 2-digit Congressional District code for the location listed on #19. Codes can be found using the following address: [Members of Congress & Congressional District Maps - GovTrack.us](#)
- (21) **Subrecipient Parent Unique Entity Identifier:** Enter the Parent company's Unique Entity Identification Number if applicable.
- (22-24) Answer Yes or No as appropriate.
- (25) Enter the names and compensation of the 5 most highly compensated officers of the subrecipient if applicable.
- (26) The Subrecipient's Authorized Representative should sign here.
- (27) Print the name of the Subrecipient's Authorized Representative listed in #26.
- (28) Enter the date the form is completed by the Subrecipient.

#### **OFFICE MECHANICS AND FILING:**

**Original:** The original should be sent to the Bureau of Financial Management (BFM), ATTN: BFM Controller.

The form is due on the 20<sup>th</sup> of the month following the DPH award date of each subrecipient/subcontractor agreement. For example, an award made on November 15, 2010, would have to be reported by December 31, 2010 (i.e., the remainder of November plus the following month).

Additionally, awards reported as required by the Recovery Act do not have to be re-reported under the FFATA guidance.

**Copy:** A copy should be kept on file in the deputy or program area as supporting documentation for audits.

**Supply:** This form is available electronically and may be obtained from the DPH Intranet, RIMS (Records Management Information System) at <http://webbase:8887/RIMS.html> or the Financial Management website at [http://intranet/co/financial\\_management/forms.htm](http://intranet/co/financial_management/forms.htm)

**Retention:** The form should be kept in accordance with any retention requirements outlined in the Notice of Grant Award. If the Notice of Grant Awards does not specify retention requirements, follow Schedule 12-724. 3 years, destroy. The original and copy should be kept on file for a period of 3 years and cover the state and federal fiscal year periods.



**Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Division Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	November 12, 2024	<b>Meeting Date:</b>	December 3, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 26, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 18, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 20, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Mitigation Bank Credit Sales		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of a request from the City of Cayce requests the purchase of 1.68 wetland credits for the construction of the Karlaney Outfall Project at a rate of \$20,000.00 per credit.

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:**

These mitigation credit sales will generate \$33,600.00, of which \$31,584.00 will be returned to the Penny Program and \$2,016.00 will be paid to Eco-Capital, LLC for management fees.

*Applicable department/grant key and object codes:* Fund: 1233  
Cost Center: 1000  
Revenue Category: Proceeds from sale capital assets

**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:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank (MCMB) to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$33,600.00 of which \$31,584.00 will be returned to the Penny Program and \$2,016.00.00 will be paid to Eco-Capital, LLC for management fees. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	278.225	100.00	421.775
Stream	30,000.000	26,572.00	3,400.00	28.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits before the subtraction of 2.60 wetland and 300.30 stream credits for the Spears Creek Church Road Penny Program project. With the recent passage of the referendum to extend the Transportation Penny, Transportation staff will need to reassess wetland and stream credit needs in the upcoming months. However, given the relatively small number of credits requested in comparison to the surplus balance, staff is comfortable recommending approval of this request for 5.243 wetland credits and 0.0 stream credits, and believe it will not impact the County's ability to implement the extended Penny Program. As such, staff recommends approval for the sale of 1.68 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	282.505	97.40	420.095
Stream	30,000.000	26,872.30	3,099.70	28.00

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

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

**Goal:** Foster Good Governance

*Objectives:* Develop realistic and achievable goals; Create a shared vision with agreement by County leadership; Collaborate with other governments

**Goal:** Invest in Economic Development

*Objective:* Create high paying jobs from planning growth and strategic economic development projects

**Goal:** Commit to Fiscal Responsibility

*Objective:* Establish process to prioritize initiatives to align with available resources.

**Goal:** Plan for Growth through Inclusive and Equitable Infrastructure

*Objective:* Establish plans and success metrics that allow for smart growth

**Goal:** Achieve Positive Public Engagement

*Objective:* Champion the organization through public engagement and communication on County wins

**Goal:** Establish Operational Excellence

*Objective:* Develop metrics of accountability to for the strategic plan to achieve and maintain excellence

**ATTACHMENTS:**

1. Mill Creek Credit Sale Checklist
2. RC Wetland Credit Sales Agreement

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Karlaney Outfall Project
<u>Location:</u>	Lexington County, SC
<u>8-Digit HUC Watershed Code</u>	03050110 (Congaree)
<u>Buyer:</u>	City of Cayce
<u>Permittee:</u>	City of Cayce
<u>Permittee's USACE 404 Permit #:</u>	SAC-2024-00844
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	1.68 credits (0.84 restoration/enhancement & 0.84 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$33,600.00
<u>Richland County Credit Share:</u>	\$31,584.00 (94% of \$33,600.00)
<u>ECA Credit Share:</u>	\$2,016.00 (6% of \$33,600.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$33,600.00
<u>Richland County Proceeds Share:</u>	\$31,584.00
<u>ECA Proceeds Share:</u>	\$2,016.00

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this 25 day of OCT, 2024 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the City of Cayce ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Karlancy Outfall Project" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2024-00844; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO AND EIGHTY-FOUR HUNDREDTH (0.84) wetland restoration/non-buffer enhancement credits and ZERO AND EIGHTY-FOUR HUNDREDTH (0.84) wetland preservation credits (together, the “Wetland Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement by both parties, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment per the instructions provided with the invoice within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the “Written Notice to Deliver the Wetland Credits”). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

**3. Purchase Price.** The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$33,600.00) (the “Purchase Price”). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Wetland Credits.

**4. Delivery of Wetland Credits.** Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland Credits in substantially the same form as Exhibit B attached hereto.

**5. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

**6. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller:           Richland County  
                      Attn: Quinton Epps  
                      2020 Hampton St, 3<sup>rd</sup> Floor Rm 3063A  
                      Columbia, SC 29205



**With a copy to:**

Eco-Capital Advisors, LLC  
Attn: Brian Normanly  
3560 Lenox Road NE, Suite 1475  
Atlanta, GA 30326

Purchaser: City of Cayce  
Attn: Jim Crosland  
1800 12<sup>th</sup> Street  
Cayce, SC 29033

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction, except for a commission owed by Seller to Eco-Capital Advisors, LLC (“ECA”), which shall be paid by Seller via a separate agreement with ECA.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Wetland Credits. The sale and conveyance of the Wetland Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Except as provided below, neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2016-00617, and any state and federal permits related to the Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: RICHLAND COUNTY

By: \_\_\_\_\_

Printed:

Its:

PURCHASER: City of Cayce

By:  \_\_\_\_\_

Printed:

*JAMES CASCOTT*

Its:

*City of Cayce*

EXHIBIT A

[Attach map of Service Area]

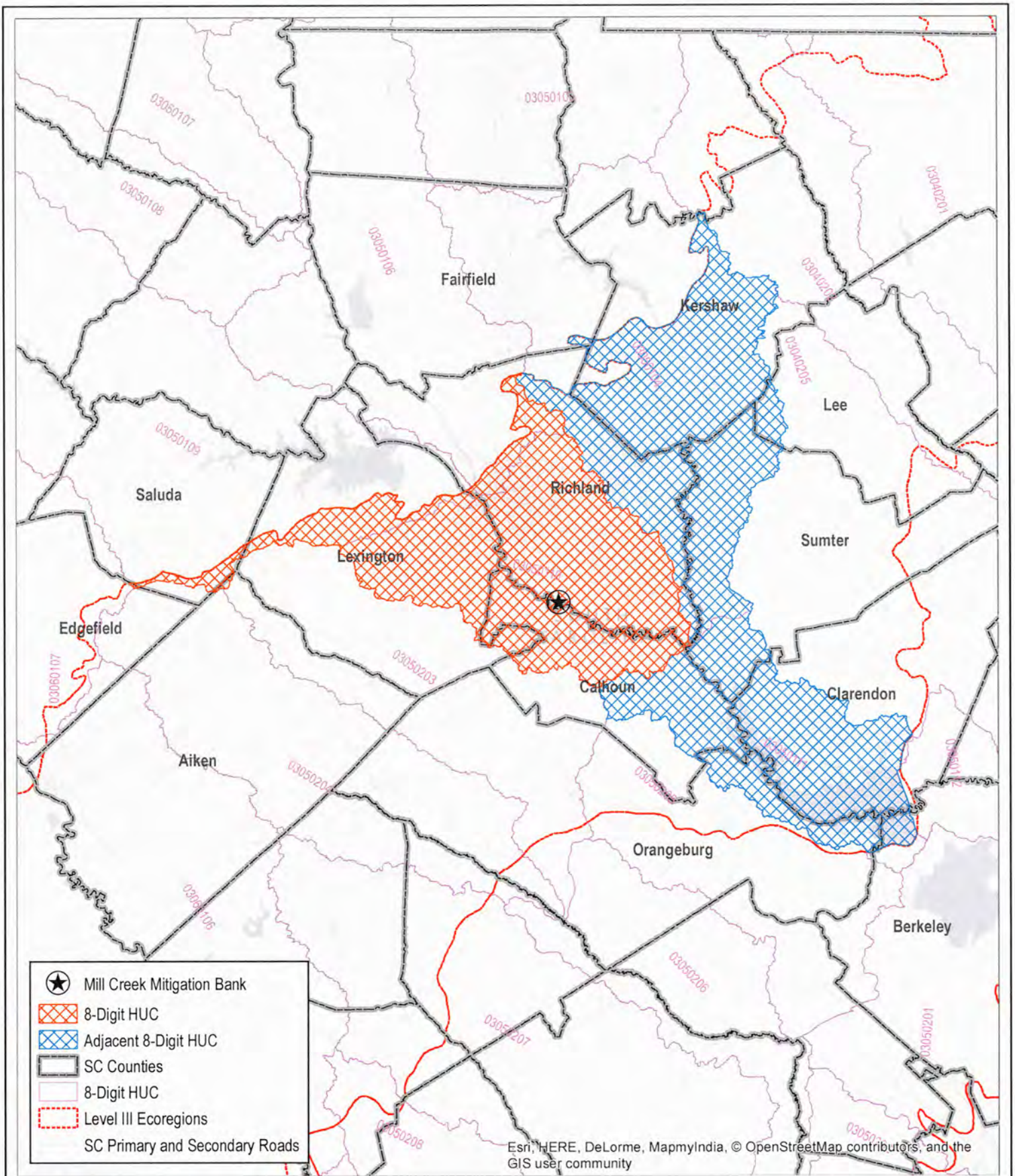


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the \_\_\_\_ day of \_\_\_\_, 2024, by MILL CREEK MITIGATION BANK ("Seller"), and CITY OF CAYCE ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated \_\_\_\_\_, 2024 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ONE AND SIXTY-EIGHT HUNDREDTH (1.68) wetland credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: \_\_\_\_\_

Printed:

Its:



**Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Division Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	November 12, 2024	<b>Meeting Date:</b>	November 19, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 26, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 19, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 19, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Mitigation Bank Credit Sales		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of a request from BCP Blythewood, LLC to purchase 5.243 wetland credits for the construction of the Blythewood Industrial Park Site at a rate of \$20,000.00 per credit.

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:**

These mitigation credit sales will generate \$104,860.00 of which \$98,568.40 will be returned to the Penny Program; \$6,291.60 will be paid to Eco-Capital, LLC for management fees.

*Applicable department/grant key and object codes:* Fund: 1233  
Cost Center: 1000  
Revenue Category: Proceeds from sale capital assets

**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:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank (MCMB) to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$104,860.00 of which \$98,568.40 will be returned to the Penny Program and \$6,291.60 will be paid to Eco-Capital, LLC for management fees. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	282.505	97.40	420.095
Stream	30,000.000	26,572.00	3,400.00	28.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 97.40 wetland credits and 3,400 stream credits before the subtraction of 2.60 wetland and 300.30 stream credits for the Spears Creek Church Road Penny Program project. With the recent passage of the referendum to extend the Transportation Penny, Transportation staff will need to reassess wetland and stream credit needs in the upcoming months. However, given the relatively small number of credits requested in comparison to the surplus balance, staff is comfortable recommending approval of this request for 5.243 wetland credits and 0.0 stream credits, and believe it will not impact the County's ability to implement the extended Penny Program. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	287.748	97.40	414.852
Stream	30,000.000	26,872.30	3,099.70	28.00

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

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

**Goal:** Foster Good Governance

*Objectives:* Develop realistic and achievable goals; Create a shared vision with agreement by County leadership; Collaborate with other governments

**Goal:** Invest in Economic Development

*Objective:* Create high paying jobs from planning growth and strategic economic development projects



**Goal:** Commit to Fiscal Responsibility

*Objective:* Establish process to prioritize initiatives to align with available resources.

**Goal:** Plan for Growth through Inclusive and Equitable Infrastructure

*Objective:* Establish plans and success metrics that allow for smart growth

**Goal:** Achieve Positive Public Engagement

*Objective:* Champion the organization through public engagement and communication on County wins

**Goal:** Establish Operational Excellence

*Objective:* Develop metrics of accountability to for the strategic plan to achieve and maintain excellence

**ATTACHMENTS:**

1. Mill Creek Credit Sale Checklist - Blythewood Industrial Park
2. RC Wetland Credit Sales Agreement - Blythewood Industrial Park

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Blythewood Industrial Park Site
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	030500106 (Lower Broad)
<u>Buyer:</u>	BCP Blythewood, LLC
<u>Permittee:</u>	Brookwood Capital Partners
<u>Permittee's USACE 404 Permit #:</u>	SAC-2024-00521
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	5.243 credits (2.622 restoration/enhancement & 2.621 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$104,860.00
<u>Richland County Credit Share:</u>	\$98,568.40 (94% of \$104,860.00)
<u>ECA Credit Share:</u>	\$6,291.60 (6% of \$104,860.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$104,860.00
<u>Richland County Proceeds Share:</u>	\$98,568.40
<u>ECA Proceeds Share:</u>	\$6,291.60

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this 5 day of Nov, 2024 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and ~~Brookwood Capital Partners~~ ("Purchaser").

RECITALS

*BCP Blythewood, LLC*

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Blythewood Industrial Park Site" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2024-00521; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) TWO AND SIX HUNDRED TWENTY-TWO THOUSANDTH (2.622) wetland restoration/non-buffer enhancement credits and TWO AND SIX HUNDRED TWENTY-ONE THOUSANDTH (2.621) wetland preservation credits (together, the “Wetland Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement by both parties, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment per the instructions provided with the invoice within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the “Written Notice to Deliver the Wetland Credits”). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

**3. Purchase Price.** The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED SIXTY AND 00/100 DOLLARS (\$104,860.00) (the “Purchase Price”). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Wetland Credits.

**4. Delivery of Wetland Credits.** Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland Credits in substantially the same form as Exhibit B attached hereto.

**5. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

## **6. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller:           Richland County  
                      Attn: Quinton Epps  
                      2020 Hampton St, 3<sup>rd</sup> Floor Rm 3063A  
                      Columbia, SC 29205

**With a copy to:**

Eco-Capital Advisors, LLC  
Attn: Brian Normanly  
3560 Lenox Road NE, Suite 1475  
Atlanta, GA 30326

Purchaser: ~~Brookwood Capital Partners~~ BCP Blythewood, LLC  
Attn: Lindsay Sewell PO Box 6242  
400 W. North Street Raleigh, NC 27628  
Raleigh, NC 27603

**With a copy to:**

Paul Petigout  
1823 Quinn Road  
Chester, SC 29706

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction, except for a commission owed by Seller to Eco-Capital Advisors, LLC ("ECA"), which shall be paid by Seller via a separate agreement with ECA.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Wetland Credits. The sale and conveyance of the Wetland Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Except as provided below, neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2016-00617, and any state and federal permits related to the Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: RICHLAND COUNTY

By: \_\_\_\_\_

Printed:

Its:

PURCHASER: ~~Brookwood Capital Partners~~ *BCA Blythewood, LLC*

By: *LFS*

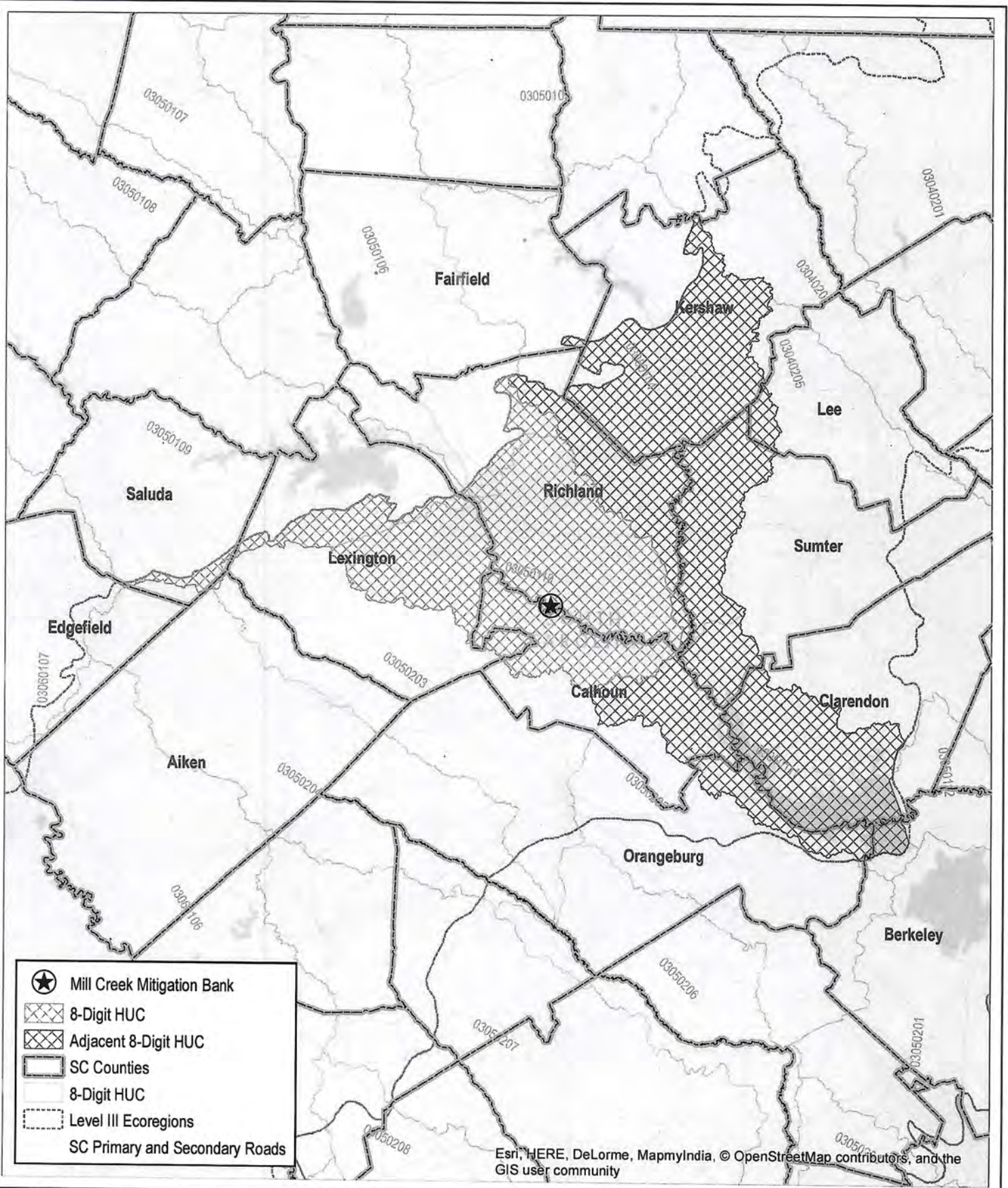
Printed: *Lindsay F Sewell*

Its: *Manager*



EXHIBIT A

[Attach map of Service Area]



**TIDEWATER**  
 A **JMT** Division  
 952 Houston Northcutt Blvd., Suite 100  
 Mount Pleasant, SC 29464  
 Ph: (843) 556-2624 Fx: (843) 556-4329  
 www.JMT.com

**Figure 16: Service Area Map**  
 Mill Creek Mitigation Bank  
 Richland County, South Carolina  
 Source: ESRI, USGS, EPA  
 Date: July 2016

1 inch = 15 miles  
 0 7.5 15 30 Miles  
 N

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the \_\_\_\_\_ day of \_\_\_\_, 2024, by MILL CREEK MITIGATION BANK ("Seller"), and ~~BROOKWOOD CAPITAL PARTNERS~~ ("Purchaser").  
*BEP Blytheville, LLC*

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated \_\_\_\_\_, 2024 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, FIVE AND TWO HUNDRED FORTY-THREE THOUSANDTH (5.243) wetland credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: \_\_\_\_\_

Printed:

Its:

## Report of the County Administrator Attachment 5

**From:** [Wendy Hughes](#)  
**To:** [LEONARDO BROWN](#)  
**Cc:** [LORI THOMAS](#); [ARIC JENSEN](#)  
**Subject:** LRADAC - proposal to reduce recidivism  
**Date:** Tuesday, November 12, 2024 3:14:54 PM  
**Attachments:** [Tech Proposal - SCORF Richland.docx](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Mr. Brown.

Thank you for taking the time to meet with us this past Friday. As the state's designated authority for addiction and substance misuse services in Richland County, LRADAC is committed to providing quality services to address the needs of our community. We respectfully request the support of Richland County Council in applying for SCORF funding through the Guaranteed Political Subdivision SubFund process when it opens on December 20, 2024. Per our discussion, I have attached our proposal that would support the strategy "Expand Warm Handoff Programs and Recovery Services" by creating a continuum of care focused on individuals at risk for recidivism for substance misuse as well as law enforcement encounters, mental health services and use of other county resources as a result of their substance misuse.

SCORF funds will help LRADAC realize three key objectives under this strategy:

1. Reduce recidivism and high-frequency utilization of Emergency Departments, Mental Health Services, Department of Social Services, Law Enforcement resources, and Emergency Services (EMS) through community-based engagement.
2. Increase successful transition to recovery by providing comprehensive case management services throughout each stage of treatment and for up to 12 months post-discharge.
3. Improve patient outcomes by expanding the behavioral health workforce to facilitate warm handoffs and recovery services that increase patients' recovery capital.

\*\*Please see attachment for full proposal. LRADAC is only requesting funding for personnel costs. The organization will provide the funding related to the other operational costs associated with the program.

We appreciate the support of Richland County Council in applying for funding to reduce recidivism through enhancing treatment services that promote sustained, long-term recovery.

Best regards,

**Wendy Hughes**  
*LRADAC President & CEO*  
803.726.9315 | [www.lradac.org](http://www.lradac.org) | [@lradacsc](#)

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

Additionally, if this email contains information regarding a client in alcohol/drug abuse treatment: This notice accompanies a disclosure of information concerning a client in alcohol/drug abuse treatment. This information has been disclosed to you from records protected by federal confidentiality rules (42 C.F.R., Part 2). The federal regulations prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as permitted by 42 C.F.R., Part 2. A general authorization for the release of information is not sufficient for this purpose. The federal regulations restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse client.

## TECHNICAL PROPOSAL

### 1. Clearly identify the geographic area and/or communities that the request for funds will impact, including the population of the proposed service area, the poverty level of the service area.

LRADAC creates and supports pathways for prevention and recovery from substance misuse for individuals, families, and communities in Lexington and Richland counties. LRADAC recognizes the devastating effects caused by opioids. Opioid misuse has negatively impacted South Carolina’s citizens, including those living within Richland county. According to the South Carolina Department of Health and Environmental Control (DHEC), opioid-related overdose deaths among South Carolina adults ages 35-44 have increased by 168% since 2017; by 132% among adults ages 25-34; and by 113% among young adults ages 18-24. Across the state, fentanyl-related overdose deaths increased by 312% from 2017-2021.<sup>1</sup> Richland County currently ranks 41<sup>st</sup> across the state in opioid misuse. Of note, Richland County observed a 38.2% increase in opioid overdose deaths from 2021-2022.<sup>2</sup> Additionally, a total of 930 nonfatal overdoses were recorded in Richland county.<sup>3</sup> The South Carolina Department of Revenue and Fiscal Affairs (RFA) revealed that drug-related emergency department visits in Richland County cost \$8.5M in 2023.<sup>4</sup>

Richland County boasts a vibrant military community at Fort Jackson, several acclaimed educational institutions, award-winning hospital systems, the South Carolina State Museum, a cutting-edge urban scene in downtown Columbia and a plethora of recreational activities, all nestled between its many rivers and lakes. Richland County ranks as the most Urban County in the State with a population of 421,566 according to the 2022 census data showing a 1.3% increase from the rates in 2020. Richland County is home to three school districts comprised of 91 schools serving 58,507 students with 16.2% of the population living in poverty. 49.4% of residents identify their race as African American; 44.3% as white. 6.5% of the county’s population identify themselves of Hispanic or Latino ethnicity. 10% of the county’s population are uninsured.

Richland County also houses one of the largest local jails in South Carolina. Alvin S. Glenn Detention Center houses anywhere from 750 to 1,100 inmates per day. While state and county data are harder to determine, national data suggests that around between 47% and 65% of people in state and federal prisons had been diagnosed with a substance use disorder prior to their incarceration, and that another 20% had been under the influence of one or more substances at the time of their crime.<sup>5</sup>

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<sup>1</sup> South Carolina Department of Health and Environmental Control (SCDHEC). (2023).

<https://scdhec.gov/sites/default/files/media/document/Drug%20Overdose%20Report%202021.pdf>

<sup>2</sup> South Carolina Department of Alcohol and Other Drugs of Abuse Services (DAODAS). (2023). *2022 South Carolina County SUD Profiles*.

<sup>3</sup> ODMAP, 2024.

<sup>4</sup> South Carolina Department of Revenue and Fiscal Affairs (RFA). (2023). Retrieved from <https://rfa.sc.gov/hd/utilization/edtop-result.php>

<sup>5</sup> Widro, E. (2024). Addicted to punishment: Jails and prisons punish drug use far more than they treat it. Retrieved from <https://www.prisonpolicy.org/blog/2024/01/30/punishing-drug-use/#:~:text=Many%20people%20who%20use%20drugs,year%20prior%20to%20their%20admission.>

**2. Describe any existing efforts (either provided by your organization or others in the community) and explain how this new effort will not be duplicative or will substantially expand existing efforts.**

LRADAC implements prevention and treatment strategies that increase awareness of the dangers associated with opioid misuse, ensure ease of access to treatment services, and equip individuals with the most optimal plan for successful outcomes. LRADAC currently implements the following efforts:

- Community-Based Treatment: Partnering with local providers and community agencies to assist individuals, families and communities access treatment services for substance misuse. Partners include Richland County school districts; Richland County Sheriff’s Department; and the local hospital system. Services are provided onsite in the community to ensure ease of access.
- Facility-Based Treatment: LRADAC offers a full array of inpatient and outpatient treatment options at 2711 Colonial Drive to meet individuals where they are on their journey to long-term, sustained recovery. LRADAC operates a medically-monitored 3-5 day detoxification program; outpatient and intensive outpatient programs; treatment targeting special populations including those who are pregnant/parenting; HIV positive; intravenous drug users; students; and persons experiencing homelessness.
- Peer Support Services: LRADAC employs peers with lived experience of substance use and recovery to supplement recovery supports available to individuals engaged in services. These are currently supplemental services supporting individuals enrolled in traditional treatment programs, and these services are terminated once an individual is discharged from services.
- Community-Based Processes: Encourage planning necessary to implement effective prevention strategies and programs in a community. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of service implementation, interagency collaboration, coalition building, and networking.
- Information Dissemination: Provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and the effects on individuals, families, and communities. Additionally, it increases knowledge and provides awareness of available prevention programs and services.
- Environmental Strategies: Focus on community-level impact, instead of focusing solely on individuals. Environmental prevention strategies include policies or regulations, media strategies, compliance efforts, social norms marketing, community development, and neighborhood mobilization.
- Education: Serves as two-way communication with interaction between the educator and the participants. Educational activities aim to improve critical life and social skills, which includes decision making, refusal skills, critical analysis, and systematic judgment abilities.

LRADAC  
SCORF Proposal – GPS Funds  
2711 Colonial Drive  
Columbia, SC 29203

- Alternative Activities: Provide opportunities for the target population to participate in safe and healthy activities that exclude substance use. The assumption is that constructive and healthy activities provide positive alternatives to drug use and other unhealthy choices.
- Problem Identification & Referral: Identification of those individuals who are exposed to multiple risk factors. Identification of those individuals who have experimented with substances and to assess whether their behavior can be reversed through education.
- Additional Services available from Community Providers: Recovery Coaching and All Recovery Meetings; 12-Step and Mutual Self help Meetings.

This proposal will not duplicate existing efforts of LRADAC or of other services being provided in the community. This is a unique proposal that fills an existing gap in services provided to individuals living in Richland County with substance use disorders, including those housed at Alvin S. Glenn Detention Center. This proposal targets this population with recovery support services that can be engaged across various points in treatment, including at the beginning, middle, and up to 12 months following discharge from treatment services. These services will also provide necessary assistance to inmates transitioning from Alvin S. Glenn Detention Center into ongoing recovery services. These services will be accessible in the community in individuals' natural environments, as well as in existing LRADAC facilities. LRADAC proposes delivering these services from new positions hired to provide case management and recovery support services to at least 400 individuals in Richland County.

**3. Please provide a description of any existing budget, funding or resources that you have received, including dollar amounts that support the foundation of the proposed project and/or are being leveraged to support the proposed project.**

LRADAC operates under several revenue streams to include: federal grants and contracts, state grants and contracts, local revenue (county grants and contracts), program fees, and other operating incomes. Together these revenue streams provide an annual amount of \$13,809,974. Unfortunately, the following proposal for use of SCORF GPS funds are not allowable costs under the existing revenue streams and leave gaps in service access for patients who need additional recovery supports to succeed in their recovery journeys.

**Approved Abatement Strategies**

**Strategy:** Expansion of Warm Handoff Programs and Recovery Services: Expand warm hand-off services to transition to recovery services.

Initial

Continuation

**Implementation Plan:** LRADAC will use SCORF funding to fill in gaps that currently exist preventing individuals from accessing necessary recovery supports to reach their recovery goals. This funding will help LRADAC create a person-centered approach that meets patients where they are. Dedicated and qualified staff will assist patients navigate and overcome potential



LRADAC  
 SCORF Proposal – GPS Funds  
 2711 Colonial Drive  
 Columbia, SC 29203

barriers (i.e. transportation, legal involvement, employment/education, behavioral health, basic needs, etc.) to recovery by engaging patients on their first day of treatment; providing enhanced care throughout treatment; and providing post-discharge support for up to 12 months. Dedicated case managers will help patients identify barriers along with internal and external assets to overcome those barriers. These case managers will also connect patients to community supports to enhance individuals’ recovery capital following the completion of treatment.

**Process measure:** LRADAC anticipates engaging 400 individuals annually

**Outcome measure:**

1. 90% of individuals engaged will reduce frequency of opioid use from time of admission to discharge from services.
2. 80% of individuals engaged will successfully complete treatment, determined by completion of one or more goals on individualized plans of care.
3. 75% of individuals engaged will remain involved post-discharge in recovery support activities.

**Budget for strategy:** \$180,000.00

<b>Personnel</b>				
<b>Position</b>	<b>Name</b>	<b>Level of Effort</b>	<b>Cost (Salary + Fringe)</b>	<b>Total Charged to Award</b>
Recovery Support Specialist	TBD	3 @ 1.0FTE	\$60,000.00	\$180,000.00
<b>Total: Personnel Costs</b>			\$180,000.00	\$180,000.00
<b>Program Costs</b>				
<b>Category</b>			<b>Cost</b>	<b>Total Charged to Award</b>
Transportation (to and from community sites; patient transportation to and from appointments)			\$25,000.00	\$0.00
Training for staff @ \$1,000 each			\$3,000.00	\$0.00
Office Supplies @ \$1,500 each			\$4,500.00	\$0.00
Equipment (Laptop, Cell Phone) @\$1,650 each			\$4,950.00	\$0.00
Program materials (workbooks/worksheets/curricula)			\$5,000.00	\$0.00
Advertising/marketing			\$22,500.00	\$0.00
<b>Total: Program Costs</b>			\$64,950.00	\$0.00
<b>TOTAL: Personnel + Program Costs</b>			\$244,950.00	\$180,000.00

LRADAC will utilize all funds for the identified Abatement Strategy. LRADAC does not anticipate any funds to be carried over, and does not anticipate earning interest on any funds received.

# Richland County Council Request for Action

**Subject:**

Utilities - Cedar Cove and Stoney Point Phase 1 Tank Cleaning Project

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommended approving a contract with J. D. Powers to perform the Tank Cleaning for up to 68 selected solids tanks in the Cedar Cove neighborhood.

**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>	September 11, 2024	<b>Meeting Date:</b>	October 22, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 15, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	October 16, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 16, 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>	Cedar Cove and Stoney Point Phase 1 - Tank Cleaning		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Utilities (RCU) requests approval to issue a contract for J.D. Powers to perform the Tank Cleaning for up to 68 selected solids tanks in the Cedar Cove neighborhood.

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:**

The estimated cost for the Cedar Cove - Stoney Point tank cleaning project was \$234,240.00 which includes a 20% contingency. Staff negotiated the one bid received to the price of \$142,848 including a 20% contingency.

*Applicable fund, cost center, and spend category:* Fund: 2110  
Cost Center: 3675  
Spend Category: Construction

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

A Request for Bid RC-656-B-24 was issued on March 14<sup>th</sup>, 2024 with a close date of April 17<sup>th</sup>, 2024. There was one (1) submission. The submission was 1.75x over the engineer’s estimate. Being that there was one submittal, the County negotiated the price with value engineering. J. D. Powers agreed to do the work for \$119,040.00 and was deemed the only responsive and responsible bidder.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Many of the solids tanks in this system are full and have rarely, if ever, been cleaned. Lack of cleaning causes solids to pass into the system. The system is meant for liquid only; solids can clog the pipes and cause sewer spills.

**MOTION OF ORIGIN:**

*Item 21a. Contract Award for Engineering Services for Stoney Point / Cedar Cove Sewer Rehab Project*

“...to approve this item.”

Council Member	The Honorable Jim Manning, formerly of District 8
Meeting	Regular Session
Date	October 17, 2017

**STRATEGIC & GENERATIVE DISCUSSION:**

J.D. Powers LLC was selected as the lowest responsive bidder for the Cedar Cove and Stoney Point Phase 1 Tank Cleaning project. The final bid amount is \$119,040.00. Staff requests to add a 20% contingency for a total requested approval of \$142,848.00.

This project will reduce staff time and equipment usage for pumping out problematic tanks weekly due to system backups and quarterly flushing of the piping system. The potential cost savings for pumping out several of our customer’s tanks; some once a week and on occasion one must be pumped out several times a week. The effort that goes into these pump outs involves a 2-person team for about 2 hours taking a vactor truck to the customer’s home and pumping out the solids tank and delivering the waste to the wastewater collection system. The total estimated annual cost for the solids tank pump outs is \$35,625.00. Another effort we perform quarterly is the pipe system flushing. This takes a 2-person team using a jetter truck and two additional 2-person teams using vactor trucks to pump out the system and haul the waste to the wastewater collection system. The estimated annual cost for this effort is \$8,100. The contractor will schedule pump outs with the customers, coordinate the work, and systematically pump out the selected and accessible solids tanks in the area as part of this project. The pump outs will reduce solids in the system and decrease required maintenance.

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

**Goals:** Commit to Fiscal Responsibility

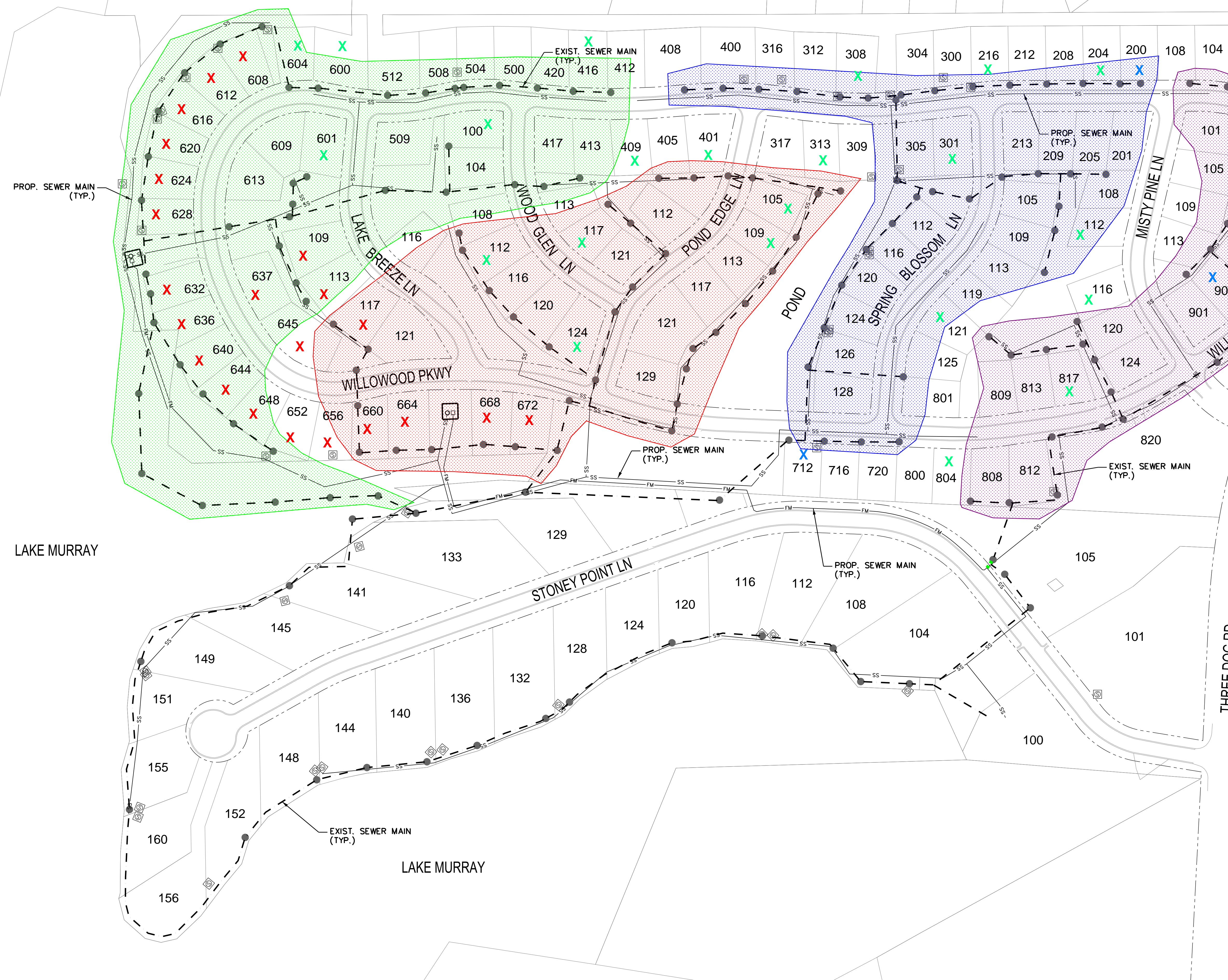
Plan for Growth through Inclusive and Equitable Infrastructure

Establish Operational Excellence

*Objective:* Create excellent facilities

**ATTACHMENTS:**

1. System Map

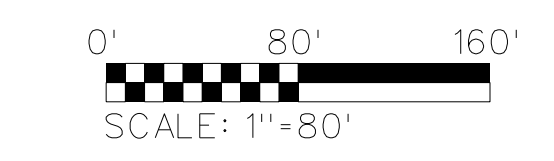


- X Property to be connected to new sewer main, no tank cleaning required.
- X Owner indicated tank cleaned within past 5 years, no tank cleaning required.
- X Unable to locate tank, no tank cleaning required.

**LEGEND:**

- SS — SS — PROP. GRAVITY SEWER MAIN
- FM — PROP. SEWER FORCE MAIN
- - - - - EXIST. SEWER MAIN
- EXIST. SEWER CLEAN-OUT
- ⊗ EXIST. SEPTIC TANK (\* SEE NOTE 2 BELOW)

- NOTES:**
- THE EXISTING SEWER SYSTEM SHOWN IS BASED UPON AS-BUILT DRAWINGS PROVIDED BY RICHLAND COUNTY UTILITIES AND IS SHOWN FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING SEWER SYSTEM & MAINTAINING SEWER SERVICE FOR ALL CUSTOMERS DURING CONSTRUCTION.
  - ALL SEPTIC TANKS ARE NOT SHOWN. ONLY THOSE THAT WERE FIELD LOCATED ARE SHOWN ON MAP. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING SEPTIC TANKS IN ORDER TO MAKE PROPOSED SERVICE CONNECTIONS.



<p><b>APPROVALS</b></p> <p>PROJECT ENGR: JEW          DRAWN BY: ACC          CHECKED BY: JEW</p> <p>REVIEW: _____          BID: _____          CONSTRUCTION: _____</p>	<p><b>PREPARED BY</b></p> <div style="text-align: center;"> <p><b>Joel E. Wood &amp; Associates</b>              Planning / Engineering / Management              P.O. Box 296 Clover, S.C. 29710              Phone: 803-684-3390</p> </div>	<p><b>SEALS</b></p> <div style="text-align: center;"> </div>	<p><b>PROJECT</b></p> <p style="text-align: center;"><b>CEDAR COVE / STONEY POINT SEWER SYSTEM REHABILITATION</b></p> <p style="text-align: center;">RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR <b>RICHLAND COUNTY UTILITIES</b></p>	<p><b>SHEET TITLE</b></p> <p style="text-align: center;"><b>EXISTING SEWER SYSTEM LAYOUT</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>3/29/19</td> <td>RICHLAND COUNTY FLOOD 1/19/19</td> <td>A.C.C.</td> </tr> <tr> <td>2.</td> <td>3/29/19</td> <td>RICHLAND COUNTY ENGINEERING 2/11/19</td> <td>A.C.C.</td> </tr> <tr> <td>3.</td> <td>5/17/21</td> <td>PER RCU COMMENTS</td> <td>A.C.C.</td> </tr> <tr> <td>4.</td> <td>9/1/21</td> <td>PER RCU COMMENTS RECEIVED 8/31/21</td> <td>A.C.C.</td> </tr> </tbody> </table> <p>SCALE: 1"=80'</p> <p>DATE: 9/1/2021</p> <p>JOB NO.: 171006</p> <p style="text-align: right;">SHEET 26 OF 42</p>	NO.	DATE	REVISIONS	BY	1.	3/29/19	RICHLAND COUNTY FLOOD 1/19/19	A.C.C.	2.	3/29/19	RICHLAND COUNTY ENGINEERING 2/11/19	A.C.C.	3.	5/17/21	PER RCU COMMENTS	A.C.C.	4.	9/1/21	PER RCU COMMENTS RECEIVED 8/31/21	A.C.C.
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## Richland County Council Request for Action

**Subject:**

Utilities - Jetter Truck Purchase

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommends purchasing the USJ/Vactor Ramjet 4025 750 Skid-Mounted High-Pressure Jetting Unit from Joe Johnson Equipment to help maintenance staff with work orders and repairs of the Utilities sewer collection system.

**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>	August 20, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 12, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 6, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 15, 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>	Skid Mounted High Pressure Jetting Unit		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends purchasing the USJ/Vactor Ramjet 4025-750 Skid Mounted High Pressure Jetting Unit from Joe Johnson Equipment to help maintenance staff with work orders and repairs of the Utilities sewer collection system.

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:**

The cost of the Skid Mounted High Pressure Jetting Unit, mounted on a Ford F550 is \$189,066. This purchase will be funded through Utilities current FY25 budget.

*Applicable fund, cost center, and spend category:* Fund: 2110  
Cost Center: 3670  
Spend Category: Heavy Equipment

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Joe Johnson Equipment was awarded a cooperative purchasing agreement through the North Carolina Sheriff’s Association (NCSA) Heavy Equipment Procurement Program, Contract #24-08-0421R. All local government units are eligible to purchase under this contract vehicle. The NCSA publicly invited bids for heavy equipment and made award in a manner congruent with the County’s procurement process.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.

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

There is no associated Council motion of origin.

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

The Utilities Department requests approval to purchase a USJ/Vactor Ramjet 2040-750 Skid Mounted High Pressure Jetting Unit from Joe Johnson Equipment. The newer equipment is more efficient, has more advanced safety features, and is more versatile. The current jetter has reached the end of its useful life.

Without an available jetter unit, Utilities staff will have to rent services from a contractor at an average cost of \$800 per visit. Presently, staff use this service two or three times per week. The time of service for this rental is often limited to regular work hours, which may lead to extensive sewer overflows when after-hours services are required. Annually, Utilities can expend up to \$125,000 in rental fees. By purchasing a unit, the County would break even in 1.5 years. With the expansion of the service area into Southeast, it is imperative to have a reliable unit on hand at all times.

County maintenance staff uses the jetter during service calls to remove debris such as grease, sludge, and tree roots that can clog sewer pipes and cause backups and flooding. The jetter can be more efficient and effective as it requires fewer staff than traditional excavation methods.

Staff utilized the North Carolina Sheriff's Association (NCSA's) Heavy Equipment Procurement Program to purchase the Skid Mounted High Pressure Jetting Unit.

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

**Goal:** Plan for growth through inclusive and equitable infrastructure

*Objective:* Create excellent facilities

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

The County's service area is vast. With locations at both ends of the County, staff is need of a secondary jetter truck to sustain sewer flow in the system.

#### **ATTACHMENTS:**

1. Quote





Subsidiary of Federal Signal Corporation

Attachment 1

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



October 17, 2024

Richland County  
400 Powell Rd  
Columbia, SC 29203

Re: USJ/Vactor Ramjet 2040-750 Skid Mounted High Pressure Jetting Unit

Dear Richland County,

We would like to take this opportunity to thank for your interest in Joe Johnson Equipment (JJE) and in Vactor Manufacturing's industry-leading line of innovative sewer maintenance equipment.

As proud distributors of Vactor's industry leading line of innovative sewer cleaning and hydro excavation equipment, we are pleased to present the following quotation to provide one (1) new USJ/Vactor Ramjet 2040-750 Skid Mounted High Pressure Jetting Unit, mounted on a Ford F550 Chassis (Diesel), per NCSA Contract 24-08-0421R, Item #2517 (downgrade of the base model listed- Ramjet, Trailer Vactor 3030-750).

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Evan Tucker  
Regional Sales Manager  
Joe Johnson Equipment  
Cell: 980-239-2843  
[etucker@jjeusa.com](mailto:etucker@jjeusa.com)



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



## Quotation

To provide one (1) new USJ/Vactor Ramjet 4025-750 Skid Mounted High Pressure Jetting Unit, mounted on a Ford F550 Chassis (Diesel), standard equipped as described below:

### *Engine/Pump:*

- Hatz 74 HP Diesel Engine Tier IV
- USJ 40 GPM @ 2000 PSI
- Triplex Plunger Pump
- Tier 4 Basic Control Panel
- Auto Shutdown (for High Engine Temp/Low Oil Pressure)
- Water Recirculation & anti-Freeze Sys
- Pulsation System

### *Tank:*

- Two (2) 375 Gallon Black Water Tanks

### *Hose Reel & Hose:*

- Large Pivot Hose Reel
- 3/4" x 500' Sewer Hose
- Manual Hose Guide
- Hydraulic Driven Hose Reel

### *Accessories:*

- 10' Leader Hose
- 3/4" RPD 3R/1F Nozzle
- 3/4" RPD 6R Nozzle
- Finned Nozzle Extension
- 3" Tiger Tail
- Nozzle Rack
- 2 1/2" x 25' Hydrant Hose
- Emergency Stop Button

---

**Clean Air. Clean Water. Clean Streets.**



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



**Additional Options:**

- 16 ft. Flat Bed
- Basic Skid Install Included; Additional Customization to Skid Subject to Standard Labor Rates
- Upgrade to Longer 3/4" Hose, Increments of 100'
- Footage Counter Manual Option
- 2 1/2" Hydrant Hose Holder
- 42" Aluminum Toolbox
- LED Arrowboard
- Washdown System w/ Gun & 25' of Hose

**Purchase Price..... \$188,566.00**

**Terms & Conditions**

**\*Strictly Subject to Availability and Prior Sale\***

**\*Subject to revision based on events beyond our control due to wildly fluctuating material prices\***

Pricing in USD, taxes, and fees to be paid at time of tag & title if applicable.

Price Includes PDI, delivery and training.

Payment Terms: Net 30 days

Purchase order required.

Delivery: To be confirmed at time of order

**Quotation valid for 45 days**

# Richland County Council Request for Action

**Subject:**

Department of Public Works - Solid Waste - Residential Roll Carts

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommends approving the award of a contract for the Residential Roll Cart Purchase Agreement to the highest-ranked offeror, Otto Environmental Systems, for the supply of residential garbage and recycling roll carts essential to the curbside collections program.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Syndi Castelluccio	<b>Title:</b>	Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste & Recycling
<b>Date Prepared:</b>	October 24, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 12, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 12, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 12, 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>	Award of a Contract for Residential Roll Carts - Re-issued		

**RECOMMENDED/REQUESTED ACTION:**

The Solid Waste & Recycling Division seeks Council’s approval to award the contract for the Residential Roll Cart Purchase Agreement to the highest-ranked offeror, Otto Environmental Systems, for the supply of residential garbage and recycling roll carts essential to the curbside collections program.

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:**

The FY25 Solid Waste & Recycling Operating Budget allocated \$700,000.00 for the purchase of residential roll carts of which \$421,488.00 remains. There is 60% of the budget left which aligns with the 58% of the year remaining. The remaining budget should be sufficient to cover the bid rates from Otto Environmental, which are set at a unit cost of \$54.86 per cart. This will result in a savings of \$6.38 per cart compared to the current vendor's price of \$61.24.

*Applicable fund, cost center, and spend category:* Fund: 2101  
Cost Center: 3656  
Spend Category: Recycle Bins

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

A Best Value Bid, # RC-675-BV-25, Residential Roll Carts-Re-issued was advertised on August 16,2024. Five (5) submittals were received. An Evaluation Team of five members reviewed the submittals. The highest ranked offeror for award is Otto Environmental Systems.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Roll Cart Containers must meet American National Standards Institute (ANSI) cart standards Z245.30-2008 and ANSI Z245.60-2008 or latest ANSI update. The roll cart model proposed is compatible with standard American Semi-Automated Bar-Locking Rear Lifters (ANSI Type B) along with Fully Automated Side Loader Grab-Type Lifters (Type G) and comply with ANSI Standards for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers Safety Requirements and Compatibility Dimensions.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

The County provides residential roll carts to all residents in unincorporated Richland County. These carts are utilized to collect household garbage and recycling products weekly. The residential curbside program has been in place and operating efficiently for decades, and has proven to be a reliable method for residents to dispose of household waste. The awarded Contractor will assume responsibilities for providing roll cart, parts, tools, and any required training to maintain our curbside collection program.

The current contract for the County's Residential Roll Carts expired, requiring a new contract for this service. Following solicitation, an evaluation team appointed by Administration reviewed submittals. The evaluators scored submissions based on several categories: cost; design; reliability; durability of cart models - assessed through testing results and sample inspections; capabilities to perform - which included delivery capacity and reclaim program offerings; and performance history - evaluated through references.

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

**Goal:** Commit to fiscal responsibility  
Establish operational excellence

*Initiative:* Address current and future resource needs [Click or tap here to enter text.](#)

## Richland County Council Request for Action

**Subject:**

Department of Public Works - Engineering - Award of Construction - Fashion/Forum/St Andrews Road Rehabilitation

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommends awarding the contract to Armstrong Contractors to resurface Fashion Drive/Forum Drive/Market Place Commons in the Village of Sandhills and rehabilitate St. Andrews Road east of Broad River Road. The bid total is \$2,222,000 with a 15% contingency for a total approved amount of \$2,555,300.



**Agenda Briefing**

<b>Prepared by:</b>	J Adam Hixon	<b>Title:</b>	Assistant County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	October 29, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 12, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 12, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 12, 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>	Award of Construction - Fashion/Forum/St Andrews Road Rehabilitation		

**RECOMMENDED/REQUESTED ACTION:**

Public Works staff recommends the award of contract to Armstrong Contractor's for the resurfacing of Fashion Drive/Forum Drive/Market Place Commons in the Village of Sandhills and the rehabilitation of St Andrews Road east of Broad River Road. The bid total is \$2,222,000. Staff recommends a 15% contingency for a total approved amount of \$2,555,300.

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 is a jointly funded project between Richland County using the Road Maintenance Fund and the County Transportation Committee (CTC) using the C-Fund. Available funding is currently encumbered in requisition REQ-00000512. Funding approval for the resurfacing of Fashion/Forum has been received from the CTC.

The C-Fund includes \$908,319.45 granted to Fashion Dr and \$390,100.96 granted to Forum Dr. The Road Maintenance Fund is available and will provide an additional \$61,839.26 for Fashion Dr/Market Place Commons, an additional \$491,620.66 for Forum Dr, and \$370,119.67 for St Andrews Rd/Meadowland Ct.

*Applicable fund, cost center, and spend category:* Fund: 1216 RMF/1200 Grants  
Cost Center: 3020 Road Maint. /9923 PW Grants  
Grant Number: GR-00000016 /  
CTC Grant ID P032237  
Spend Category: Construction

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for bids for RC-678-B-25 was posted on September 9th. A non-mandatory pre-bid conference was held on September 24th at 2PM. Bidding was closed on October 18, 2024 with a total of four



submitted bids which were evaluated on October 21, 2024. Procurement found that the apparent low bidder, Diamond Concrete Finishing LLC, had submitted an incomplete proposal and were rendered non-responsive. The next lowest, responsive, and responsible bidder was Armstrong Contractors.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

The overall goal of the project is to restore Fashion Drive, Forum Drive, and Market Place Commons in the Village of Sandhills and St Andrews Road east of Broad River Road, thereby providing the residents of Richland County with an overall safer, better riding roadway system.

Fashion Drive/Market Place Commons and Forum Drive provide access to the Village of Sandhills Mall and the various businesses within. St. Andrews Road provides access to several businesses and the Acasa River Crest apartment complex.

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

**Goal:** Commit to Fiscal Responsibility

*Objective:* Establish processes to align with available resources

*Initiative:* Provide safer and higher quality roads to the citizens of Richland County using outside funding.

**ATTACHMENTS:**

1. Bid Tally
2. Fashion/Forum Exhibit
3. St Andrews Exhibit

	Armstrong Contractors	Blythe Construction Inc	Diamond Concrete Finishing, LLC	Palmetto Corp of Conway
Total Cost	\$ 2,221,999.9999999995	\$ 2,495,550.03	<del>\$ 700,490.0</del>	\$ 2,502,030.0

# Richland County Road Repair and Resurfacing Fashion Dr / Forum Dr

Attachment 2

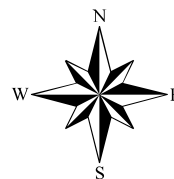


## Legend

### Roads Maintenance

- County - Road Repair and Resurfacing
- County Paved
- - - County Unpaved
- SCDOT
- Private or Other
- Railroads
- Parcels

Fashion Drive / Market Place Common:  
From Railroad r/w to SCDOT r/w at Clemson Rd  
Forum Drive: From Fashion Dr to North Springs Rd



1 inch = 700 feet



Produced by Richland County  
Department of Public Works  
2024

# Saint Andrews Road Resurfacing and Sidewalk Installation

Attachment 3



NOTE: Resurfacing to include Saint Andrews Rd and Meadowland Ct

## Legend

Proposed Sidewalk

## Roads Maintenance

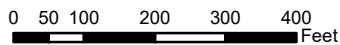
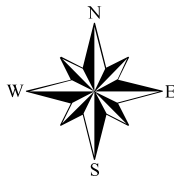
County Paved

SCDOT

Private or Other

Parcels

City of Columbia



Produced by Richland County  
Department of Public Works  
2023

# Richland County Council Request for Action

**Subject:**

Treasurer's Office - Forestry Funds Disbursement

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommends to distribute \$24,654.32 in Federal Forestry Funds as follows:

Richland School District One	*22,037	\$3,994.32
Richland School District Two	*28,510	\$5,167.58
Richland / Lexington School District Five	**17,463	\$3,165.26
Public Roads		\$12,327.16

Sources: \*SC Annual School District Report Card Summary

\*\*Richland / Lexington School District Five – District 5 students who live in Richland County

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Kendra L. Dove	<b>Title:</b>	Treasurer
<b>Department:</b>	Treasurer's Office	<b>Division:</b>	
<b>Date Prepared:</b>	October 23, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 31, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 6, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 12, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Disbursement of Federal Forestry Funds		

**RECOMMENDED/REQUESTED ACTION:**

The Treasurer recommends approving the resolution to distribute \$24,654.32 in Federal Forestry Funds.

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:**

A total of \$24,654.32 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

*Applicable fund, cost center, and spend category:* To be determined

**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:**

Title 10, §2665(e)(2) of the United States Code of Laws, "the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated."

**MOTION OF ORIGIN:**

Item 15d: Treasurer’s Office – Disbursement of Forestry Funds

“Ms. Newton moved to approve Items 15(b)–15(g), seconded by Ms. Barron.”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	March 7, 2023

**STRATEGIC & GENERATIVE DISCUSSION:**

The Richland County Treasurer has received Federal Forestry Funds from the Office of the State Treasurer. Council is requested to approve a Resolution to distribute these funds. Federal Forestry Funds are generated based on a portion of the net proceeds generated by the sale of forest products extracted from McEntire Air Force Base and other military installations located within Richland County. The total amount of forestry funds available at this time for allocation by Council is \$24,654.32.

Note: these funds are not received annually.

Pursuant to Title 10, §2665(e)(2) of the United States Code of Laws, “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated.”

Since the SC Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, the specific amounts to be allocated for the benefit of public schools and public roads of Richland County are at the discretion of Richland County Council.

The last time that Richland County Council allocated federal forestry funds, which totaled \$33,575.26, was in March 2023. The Council allocated 50% to Richland School District One, Richland School District Two, and Richland/Lexington School District Five, to be apportioned according to the respective student population of each school district, and 50% to be transferred to the General Fund of the County, to be used for the construction and/or improvements of public roads within the County.

Prior to the 2023 allocation, Council allocated 100% forestry funds to public roads in 2021. In 2018, 2017, 2014, 2012, and 2011, Council allocated 50% of the funds to public schools and the remaining 50% to public roads.

If Council should proceed with the 50% allocation for the schools, the amounts per School District will be as follows:

School District	Number of Students	Allocation
Richland School District One	*22,037	\$3,994.32
Richland School District Two	*28,510	\$5,167.58
Richland / Lexington School District Five	**17,463	\$3,165.26
Public Roads		\$12,327.16

Sources: \*SC Annual School District Report Card Summary

\*\*Richland / Lexington School District Five – District 5 students who live in Richland County

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

**Goal:** Commit to Fiscal Responsibility

*Initiative:* Align budget to priorities and seek alternative revenue sources

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

2011	Council allocated 50% of the funds (\$2,640.89) to the schools, and 50% of the funds (\$2,640.89) to public roads.
2012	Council allocated 50% of the funds (\$3,700) to the schools, and 50% of the funds (\$3,700) to public roads.
2014	Council allocated 50% of the funds (\$3,845.20) to the schools, and 50% of the funds (\$3,845.20) to public roads.
2017	Council allocated 50% of the funds (\$12,163.49) to the schools, and 50% (\$12,163.50) of the funds to public roads.
2018	Council allocated 50% of the funds (\$16,383.13) to the schools and 50% \$(16,383.13) of the funds to public roads.
2021	Council allocated 100% of the funds to public roads (\$684,752.95).
2023	Council allocated 50% of the funds (\$16,787.62) to the schools, and 50% of the funds (\$16,787.64) to public roads

**ATTACHMENTS:**

1. Resolution



STATE OF SOUTH CAROLINA

A RESOLUTION OF THE RICHLAND COUNTY COUNCIL  
COUNTY OF RICHLAND)

A RESOLUTION TO ALLOCATE FEDERAL FOREST FUNDS

WHEREAS, the State of South Carolina receives forty percent (40%) of the net proceeds from the sale of forest products on land owned or leased by a military department; and

WHEREAS, the Office of the State Treasurer issues a check to Richland County representing a share of federal monies generated at McEntire Air Force Base and at other military installations located within the County; and

WHEREAS, the Richland County Treasurer currently has a total of \$24,654.32 in Military Forest Fund monies, which was received from the Office of the State Treasurer; and

WHEREAS, pursuant to 10 U.S.C. §2665(e)(2), “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated”; and

WHEREAS, the South Carolina Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, so that allocation must be determined for the benefit of both the public schools and public roads of Richland County;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby allocate the Military Forest Funds of \$24,654.32 as follows:

\_\_\_\_% (\$\_\_\_\_\_) to Richland School District One, Richland School District Two, and Richland/Lexington School District Five, to be apportioned according to the respective student population of each school district; and

\_\_\_\_% (\$\_\_\_\_\_) to be transferred to the General Fund of Richland County, to be used for the construction and/or improvement of public roads within the County.

ADOPTED THIS the \_\_\_\_ day of \_\_, 2024.

\_\_\_\_\_  
Jesica Mackey, Chair, Richland County Council

\_\_\_\_\_  
Attest:  
Clerk to Council

## Richland County Council Request for Action

**Subject:**

I move that 15% of each prior year's collections of accommodations tax be allocated for affordable housing in alignment with Sec. 6-1-530(7) of the SC Code of Laws, workforce housing and home ownership promotion requirement and Act 57 of 2023's "mortgage assistance" requirement. This allocation is to directly focus on down payment assistance for homeownership for Richland County employees, public safety, EMS, and Richland One and Two teachers. [MACKEY, BARRON, and TERRACIO – September 10, 2024]

**Notes:**

November 21, 2024 – The Administration & Finance Committee recommends approval of the use of 15% of each prior year's collections of accommodations tax for down payment assistance for homeownership for Richland County employees, public safety, EMS, and Richland One and Two teachers.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	October 16, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 12, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 6, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 6, 2024
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Considerations for Allocation of Accommodations Tax for Affordable Housing		

**RECOMMENDED/REQUESTED ACTION:**

Staff is providing information for consideration of an allocation of annual accommodations tax for affordable housing as allowed by State statute.

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:**

The County Accommodations Tax fund and Tourism Development Fund (local accommodations tax) both carry significant fund balances. Based upon the referred motion, the allocation from the Accommodations tax fund would be \$97,148; from the Tourism Development fee, the amount would be \$222,121.

If allocated, the estimated fund balance at fiscal 2025 year-end for the Accommodations Tax would be approximately \$315,687 and Tourism Development would be \$2,500,854. If Council approves that 15% of funds from state and local accommodations tax be allocated in accordance with the State statute for fiscal year 2025, an ordinance to amend the budget is required. This would require three readings of the ordinance and a public hearing.

*Applicable fund, cost center, and spend category:* Accommodations Tax and Tourism Development Fee - Transfers out

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney’s Office will provide legal advice in Executive Session.

**REGULATORY COMPLIANCE:**

Sect. 6-1-530 (7) of the S.C. Code of Laws’ for SC fiscal year 2024.

**MOTION OF ORIGIN:**

I move that 15% of each prior year’s collections of accommodations tax be allocated for affordable housing in alignment with Sect. 6-1-530 (7) of the S.C. Code of Laws’, workforce housing and home ownership promotion requirement and Act 57 of 2023’s “mortgage assistance” requirement. This allocation is to directly focus on down payment assistance for homeownership for Richland County employees, public safety, EMS and Richland One and Two teachers.

<b>Council Member</b>	The Honorable Jesica Mackey, District 9, The Honorable Alison Terracio, District 5 The Honorable Gretchen Barron, District 7
<b>Meeting</b>	Regular Session
<b>Date</b>	September 10, 2024

**STRATEGIC & GENERATIVE DISCUSSION:**

The County Accommodations Tax fund and Tourism Development Fund (local accommodations tax) both carry significant fund balances. Below are the potential amounts to be allocated based upon the referred motion referred as well as the estimated fund balance at fiscal 2025 year-end:

<b>Fund</b>	<b>Allocation</b>	<b>FY2025 Year End Fund Balance</b>
<b>Accommodations Tax</b>	\$97,148.00	\$315,687.00
<b>Tourism Development Fee</b>	\$222,121.00	\$2,500,854.00

If Council gives approval for 15% of funds from state and local accommodations tax to allocated in accordance with state statute for fiscal year 2025, an ordinance to amend the budget is required. This would require three readings of the ordinance and a public hearing.

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

**Goal:** Commit to fiscal responsibility

*Initiative:* Align budget to priorities and seek alternative revenue sources

**Goal:** Plan for Growth

*Initiative:* Provide equitable living and housing options

**ATTACHMENTS:**

1. SECTION 6-1-530.Use of revenue from local accommodations tax.

**SECTION 6-1-530. Use of revenue from local accommodations tax.**

(A) The revenue generated by the local accommodations tax must be used exclusively for the following purposes:

- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
- (2) tourism-related cultural, recreational, or historic facilities;
- (3) beach access, renourishment, or other tourism-related lands and water access;
- (4) highways, roads, streets, and bridges providing access to tourist destinations;
- (5) advertisements and promotions related to tourism development;
- (6) water and sewer infrastructure to serve tourism-related demand; or

**(7) development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in this item. The provisions of this item are no longer effective after December 31, 2030.**

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the local accommodations tax authorized in this article may also be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the revenue in the preceding fiscal year of the local accommodations tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection.

HISTORY: 1997 Act No. 138, Section 8; 1999 Act No. 93, Section 13; 2002 Act No. 312, Section 1; 2006 Act No. 314, Section 1, eff June 1, 2006; 2010 Act No. 290, Section 35, eff January 1, 2011; 2023 Act No. 57 (S.284), Section 1, eff May 19, 2023.

# Richland County Council Request for Action

**Subject:**

Lexington Richland Alcohol and Drug Abuse Council (LRADAC)

**Notes:**

November 19, 2024 – The Rules & Appointments Committee recommended to re-appoint Maryann Wright.

## Richland County Council Request for Action

**Subject:**

Richland Memorial Hospital Board – Three (3) Vacancies

**Notes:**

November 19, 2024 – The Rules & Appointments Committee recommended appointing Carlton Boyd, Richard Kennedy, III, and Brittany Singleton.



**Richland County Council  
Boards, Commissions, and Committees Vacancies**

**Richland County Council will accept applications through January 10, 2025, at 5:00 PM for Service on the following Boards, Commissions, or Committees:**

1. Accommodations Tax Committee – Four (4) Vacancies (**TWO** applicants must have a background in the lodging industry, **ONE** applicant must have a background in the hospitality industry, and **ONE** applicant must have a cultural background)
2. Airport Commission – One (1) Vacancy (Applicant must reside in the Rosewood, Shandon, or Hollywood-Rose Wale neighborhoods)
3. Board of Assessment Appeals Board – Two (2) Vacancies
4. Building Codes Board of Appeals – Seven (7) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** applicant must be from the Gas Industry, **ONE** applicant must be from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, and **TWO** applicants must be from Fire Industry as alternates)
5. Employee Grievance Committee – Two (1) Vacancies (Applicants must be Richland County Government employees; applicants will serve as alternates)
6. Hospitality Tax Committee – Five (5) Vacancies (**TWO** applicants must be from the Restaurant Industry)
7. Midlands Regional Convention Center Authority – Two (2) Vacancies
8. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)
9. River Alliance – One (1) Vacancy

The Rules and Appointments committee will tentatively start the interview process in February 2025, with recommendations for appointments following thereafter.

Please visit [www.richlandcountysc.gov](http://www.richlandcountysc.gov) to submit an online application for the board, commission, or committee you are interested in serving on. Please note the dates and times that particular board, commission, or committee meets to ensure your availability to attend those meetings before submitting your application. Once you have submitted the application and resume, the Clerk of Council's Office will contact you to schedule a brief interview with the Rules and Appointments Committee. Interviews take place on Tuesday afternoons.

You are **strongly encouraged to speak with your Council District Representative** and to visit [www.richlandcountysc.gov](http://www.richlandcountysc.gov) to learn more about the board, commission, or committee you are interested in serving on before applying. If you need additional information, please contact the Richland County Clerk to Council Office at (803) 576-2060 or by e-mail at [rccoco@richlandcountysc.gov](mailto:rccoco@richlandcountysc.gov).



# Richland County Council Request for Action

**Subject:**

Shop Rd Extension Phase 2 Service Order Approval

**Notes:**

November 21, 2024 – The Transportation Ad Hoc Committee recommended approving the Service Order for Phase 2 of Shop Road Extension with CECS, Inc. in the amount of \$2,576,542.03.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE	<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	October 31, 2024	<b>Meeting Date:</b>	November 21, 2024
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 12, 2024
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	November 12, 2024
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 6, 2024
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Transportation Ad Hoc		
<b>Subject</b>	Approve On-Call Engineering Team Design Contract		

**RECOMMENDED/REQUESTED ACTION:**

The Transportation Penny Department recommends approval of the Service Order for Phase 2 of Shop Road Extension with CECS, Inc. in the amount of \$2,576,542.03.

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:**

The Project Budget for Shop Road Extension, Phase 2 is \$24,196,621.00. This contract represents 10.6% of the project budget and aligns with a suitable fee for the services to be rendered.

*Applicable fund, cost center, and spend category:* Fund: 1332 Transportation Tax Roadways,  
Cost Center: 9950 Capital Projects  
Spend Category: Professional Services

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

A Request for Qualifications was issued in 2019 for Transportation On-Call Engineering; CECS was established as one of the short-listed engineers.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin

**STRATEGIC & GENERATIVE DISCUSSION:**

The Shop Road extension will deliver a three-lane roadway from Longwood Road to Montgomery Road. The 7,300 linear feet (1.4 miles) road extension will cross Mill Creek and its adjacent flood plain. The professional services anticipate the design of a bridge crossing over the creek and floodplain area.

Richland County Transportation Penny has coordinated with the Community Planning and Development and Economic Development Departments to review concept alignments that will service the public and to ensure the least impact.

Richland County Transportation Penny will pause production when concepts are available to provide an update to the public by holding a Public Information Meeting.

Services to be rendered include the following tasks:

Task 1	Project Management
Task 2	Environmental Services / Permitting
Task 3	Field Surveys
Task 4	Roadway Design
Task 5	Pavement Marking and Signing Design
Task 6	Traffic Analysis and Traffic Signal Design
Task 7	Transportation Management Plan
Task 8	Stormwater Management / Hydraulic Design
Task 9	Sediment & Erosion Control / NPDES Permitting
Task 10	Geotechnical Investigations and Engineering Services
Task 11	Roadway Structures Design and Plans
Task 12	Bridge Design and Plans
Task 13	Subsurface Utilities Engineering (SUE)
Task 14	Utility Coordination
Task 15	Utility Relocation Design
Task 16	Right of Way Coordination and Acquisition
Task 17	Railroad Coordination
Task 18	Construction Phase Services

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

**Goal:** Plan for Growth through Inclusive and Equitable Infrastructure

*Objective:* Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations

**ATTACHMENTS:**

1. Service Order CECS #10
2. Shop Two concept image



# Purchase Order Request

---

Date of Request: 10/29/2024

Project Name: Shop Road Extension Ph2

Vendor: CECS

Amount: \$2,834,196.23

Select One

- Right-A-Way
- Professional Services
- Construction

Description: This PO covers the design work for Shop Road Extension Ph2.

**Project Reference #:**  
(Provided after set up)

\*Attach Supporting Documentation

*Michael Green*  
Project Manager \_\_\_\_\_

\_\_\_\_\_  
Date 10/29/2024

\_\_\_\_\_  
Transportation Finance

\_\_\_\_\_  
Date

**Service Order**  
**For**  
**On Call Engineering Services Agreement**

SERVICE ORDER NO. CECS#10

Date: October 31, 2024

This Service Order No. CECS #10 for Shop Road Extension Phase 2, is issued by Richland County, South Carolina (the “County”), to CECS (the “Consultant”) pursuant to that Agreement dated January 10, 2020 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

**I. Scope of Services.**

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

*See Exhibit A – Scope of Services*

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

*See Exhibit A – Scope of Services*

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: November 08, 2024
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Paul Raad, PE, CECS (Principal-in-Charge)
2. Brian Nickerson, PE, CECS (Project Manager)

**II. Insurance**

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

*N/A*

**III. Owner’s Responsibilities.**

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

*N/A*

**IV. Consultant’s Compensation.**

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum -</i>	<i>\$2,426,051.38</i>
<i>Approved Direct Expenses -</i>	<i><u>\$141,490.65</u></i>
	<i>\$2,576,542.03</i>

*Contingency – Not to Exceed \$257,654.20\**

*\*Requires approval from Richland County to authorize contingency*

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

**V. Additional Exhibits.**

The following exhibits and/or attachments are incorporated herein by reference thereto:

*Exhibit A – Scope of Services*

**VI. Execution of Service Agreement**

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of July 22, 2015.

**WITNESS:**

\_\_\_\_\_

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**CECS, LLC**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A: SCOPE OF SERVICES



**Subconsultant Fee Summary**

**Subconsultant Fees Broken Down by Task**

Task	Cox & Dinkins	F&ME	New South & Associates	Property Acquisitions & Negotiations	Total
01	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ 32,566.24	\$ 20,105.64	\$ -	\$ 52,671.88
03	\$ 304,654.00	\$ -	\$ -	\$ -	\$ 304,654.00
04	\$ -	\$ -	\$ -	\$ -	\$ -
05	\$ -	\$ -	\$ -	\$ -	\$ -
06	\$ -	\$ -	\$ -	\$ -	\$ -
07	\$ -	\$ -	\$ -	\$ -	\$ -
08	\$ -	\$ -	\$ -	\$ -	\$ -
09	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ -	\$ 347,887.67	\$ -	\$ -	\$ 347,887.67
11	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -
13	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ -	\$ -	\$ -	\$ -	\$ -
15	\$ -	\$ -	\$ -	\$ -	\$ -
16	\$ -	\$ -	\$ -	\$ 209,800.00	\$ 209,800.00
17	\$ -	\$ -	\$ -	\$ -	\$ -
18	\$ -	\$ 12,041.02	\$ -	\$ -	\$ 12,041.02
19	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 304,654.00	\$ 392,494.93	\$ 20,105.64	\$ 209,800.00	\$ 927,054.57 (G)

Fee Breakdown by Firm		
CECS, Inc.	\$ 1,649,487.46	64.0%
Cox & Dinkins	\$ 304,654.00	11.8%
F&ME	\$ 392,494.93	15.2%
New South & Associates	\$ 20,105.64	0.8%
Property Acquisitions & Negotiations	\$ 209,800.00	8.1%
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
	\$ -	-
<b>Project Totals</b>	\$ 2,576,542.03	

**Project Fee Summary**

**Fee Totals Broken Down by Task**

Task	Task Description	Labor	Directs	Subs	Total	
01	Project Management	\$ 118,574.19	\$ -	\$ -	\$ 118,574.19	4.6%
02	Environmental Services / Permitting	\$ 66,497.37	\$ 3,907.85	\$ 52,671.88	\$ 123,077.10	4.8%
03	Field Surveys	\$ 2,546.40	\$ -	\$ 304,654.00	\$ 307,200.40	11.9%
04	Roadway Design	\$ 358,485.35	\$ -	\$ -	\$ 358,485.35	13.9%
05	Pavement Marking and Signing Design	\$ 29,374.09	\$ -	\$ -	\$ 29,374.09	1.1%
06	Traffic Signal Design	\$ 43,737.38	\$ 1,340.00	\$ -	\$ 45,077.38	1.7%
07	Transportation Management Plan	\$ 61,262.46	\$ -	\$ -	\$ 61,262.46	2.4%
08	Stormwater Management / Hydraulic Design	\$ 241,164.45	\$ 15,393.00	\$ -	\$ 256,557.45	10.0%
09	Sediment & Erosion Control / NPDES Permitting	\$ 34,222.30	\$ -	\$ -	\$ 34,222.30	1.3%
10	Geotechnical Investigations & Engineering Services	\$ 9,909.43	\$ -	\$ 347,887.67	\$ 357,797.10	13.9%
11	Roadway Structures Design and Plans	\$ -	\$ -	\$ -	\$ -	-
12	Bridge Design and Plans	\$ 312,067.39	\$ -	\$ -	\$ 312,067.39	12.1%
13	Subsurface Utilities Engineering (SUE)	\$ 2,942.49	\$ 99,309.60	\$ -	\$ 102,252.09	4.0%
14	Utility Coordination	\$ 89,341.51	\$ 40.20	\$ -	\$ 89,381.71	3.5%
15	Utility Relocation Design	\$ -	\$ -	\$ -	\$ -	-
16	Right of Way Coordination & Acquisition	\$ 8,706.69	\$ -	\$ 209,800.00	\$ 218,506.69	8.5%
17	Railroad Coordination	\$ 13,606.36	\$ 21,500.00	\$ -	\$ 35,106.36	1.4%
18	Construction Phase Services	\$ 115,558.95	\$ -	\$ 12,041.02	\$ 127,599.97	5.0%
		\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	-
	<b>Totals</b>	<b>\$1,507,996.81</b>	<b>\$ 141,490.65</b>	<b>\$ 927,054.57</b>	<b>\$ 2,576,542.03</b>	

**CECS, Inc.**

Task	Task Description	Direct Labor	Overhead	Profit	FCCM	Labor Total	Directs	Total
01	Project Management	\$ 41,246.78	\$ 66,345.45	\$ 10,759.22	\$ 222.74	\$ 118,574.19	\$ -	\$ 118,574.19
02	Environmental Services / Permitting	\$ 23,131.53	\$ 37,207.07	\$ 6,033.86	\$ 124.91	\$ 66,497.37	\$ 3,907.85	\$ 70,405.22
03	Field Surveys	\$ 885.78	\$ 1,424.78	\$ 231.06	\$ 4.78	\$ 2,546.40	\$ -	\$ 2,546.40
04	Roadway Design	\$ 124,701.40	\$ 200,582.21	\$ 32,528.36	\$ 673.38	\$ 358,485.35	\$ -	\$ 358,485.35
05	Pavement Marking and Signing Design	\$ 10,217.96	\$ 16,435.59	\$ 2,665.36	\$ 55.18	\$ 29,374.09	\$ -	\$ 29,374.09
06	Traffic Signal Design	\$ 15,214.32	\$ 24,472.24	\$ 3,968.66	\$ 82.16	\$ 43,737.38	\$ 1,340.00	\$ 45,077.38
07	Transportation Management Plan	\$ 21,310.54	\$ 34,278.00	\$ 5,558.86	\$ 115.06	\$ 61,262.46	\$ -	\$ 61,262.46
08	Stormwater Management / Hydraulic Design	\$ 83,890.58	\$ 134,938.00	\$ 21,882.86	\$ 453.01	\$ 241,164.45	\$ 15,393.00	\$ 256,557.45
09	Sediment & Erosion Control / NPDES Permitting	\$ 11,904.44	\$ 19,148.29	\$ 3,105.28	\$ 64.29	\$ 34,222.30	\$ -	\$ 34,222.30
10	Geotechnical Investigations & Engineering Services	\$ 3,447.06	\$ 5,544.60	\$ 899.16	\$ 18.61	\$ 9,909.43	\$ -	\$ 9,909.43
11	Roadway Structures Design and Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Bridge Design and Plans	\$ 108,554.62	\$ 174,610.11	\$ 28,316.47	\$ 586.19	\$ 312,067.39	\$ -	\$ 312,067.39
13	Subsurface Utilities Engineering (SUE)	\$ 1,023.56	\$ 1,646.40	\$ 267.00	\$ 5.53	\$ 2,942.49	\$ 99,309.60	\$ 102,252.09
14	Utility Coordination	\$ 31,078.01	\$ 49,988.98	\$ 8,106.70	\$ 167.82	\$ 89,341.51	\$ 40.20	\$ 89,381.71
15	Utility Relocation Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Right of Way Coordination & Acquisition	\$ 3,028.68	\$ 4,871.63	\$ 790.03	\$ 16.35	\$ 8,706.69	\$ -	\$ 8,706.69
17	Railroad Coordination	\$ 4,733.06	\$ 7,613.12	\$ 1,234.62	\$ 25.56	\$ 13,606.36	\$ 21,500.00	\$ 35,106.36
18	Construction Phase Services	\$ 40,197.92	\$ 64,658.36	\$ 10,485.61	\$ 217.06	\$ 115,558.95	\$ -	\$ 115,558.95
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Totals</b>	<b>\$ 524,566.24</b>	<b>\$ 843,764.83</b>	<b>\$ 136,833.11</b>	<b>\$ 2,832.63</b>	<b>\$ 1,507,996.81</b>	<b>\$ 141,490.65</b>	<b>\$ 1,649,487.46</b>
		(A)	(B)	(C)	(D)	(E)	(F)	

**Summary of DBE Qualifying Fees**

	Total Fee	Qual. Percentage	Qualifying Fee
CECS, Inc.	\$ 1,649,487.46	9.1%	\$ 150,665.31
Cox & Dinkins	\$ 304,654.00		\$ -
F&ME	\$ 392,494.93		\$ -
New South & Associates	\$ 20,105.64	100.0%	\$ 20,105.64
Property Acquisitions & Negotiations	\$ 209,800.00		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

**Fee Summary**

A - Direct Labor	\$	524,566.24
B - Overhead [A x 1.6085]	\$	843,764.83
C - Profit [(A+B) x 0.1]	\$	136,833.11
D - FCCM [A x 0.0054]	\$	2,832.63
<b>E - Labor Total</b>	<b>\$</b>	<b>1,507,996.81</b>
F - Total Non-Salary Direct Expenses	\$	141,490.65
G - Subconsultant Fees	\$	927,054.57
<b>Fee Total</b>	<b>\$</b>	<b>2,576,542.03</b>

fee total less profit: \$2,439,708.92

Task Matrices for the Current Estimate (Apple 1)

Consultant Team Fee Totals

Task	CECS, Inc.	Cox & Dinkins	FR&ME	New South & Associates	Property Acquisitions & Negotiations	Totals
01 Project Management	\$ 118,574.19	\$ -	\$ -	\$ -	\$ -	\$ 118,574.19
02 Environmental Services / Permitting	\$ 70,405.22	\$ -	\$ -	\$ -	\$ -	\$ 70,405.22
03 Field Surveys	\$ 2,546.40	\$ 304,654.00	\$ -	\$ 20,105.64	\$ -	\$ 307,200.40
04 Roadway Design	\$ 358,485.35	\$ -	\$ -	\$ -	\$ -	\$ 358,485.35
05 Pavement Marking and Signing Design	\$ 29,374.09	\$ -	\$ -	\$ -	\$ -	\$ 29,374.09
06 Traffic Signal Design	\$ 45,077.38	\$ -	\$ -	\$ -	\$ -	\$ 45,077.38
07 Transportation Management Plan	\$ 61,262.46	\$ -	\$ -	\$ -	\$ -	\$ 61,262.46
08 Stormwater Management / Hydraulic Design	\$ 256,557.45	\$ -	\$ -	\$ -	\$ -	\$ 256,557.45
09 Sediment & Erosion Control / NPDES Permit	\$ 34,222.30	\$ -	\$ -	\$ -	\$ -	\$ 34,222.30
10 Geotechnical Investigations & Engineering S	\$ 9,909.43	\$ -	\$ 347,887.67	\$ -	\$ -	\$ 357,797.10
11 Roadway Structures Design and Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Bridge Design and Plans	\$ 312,067.39	\$ -	\$ -	\$ -	\$ -	\$ 312,067.39
13 Subsurface Utilities Engineering (SUE)	\$ 102,252.09	\$ -	\$ -	\$ -	\$ -	\$ 102,252.09
14 Utility Coordination	\$ 89,381.71	\$ -	\$ -	\$ -	\$ -	\$ 89,381.71
15 Utility Relocation Design	\$ -	\$ -	\$ -	\$ -	\$ 209,800.00	\$ 209,800.00
16 Right of Way Coordination & Acquisition	\$ 8,706.69	\$ -	\$ -	\$ -	\$ -	\$ 8,706.69
17 Railroad Coordination	\$ 35,106.36	\$ -	\$ -	\$ -	\$ -	\$ 35,106.36
18 Construction Phase Services	\$ 115,558.95	\$ -	\$ 12,041.02	\$ -	\$ -	\$ 127,599.97
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,649,487.46	\$ 304,654.00	\$ 392,494.93	\$ 20,105.64	\$ 209,800.00	\$ 2,576,542.03

Consultant Team Manhour Totals

Task	CECS, Inc.	Cox & Dinkins	FR&ME	New South & Associates	Property Acquisitions & Negotiations	Totals
01 Project Management	578					578
02 Environmental Services / Permitting	494					494
03 Field Surveys	14	1,706	139	205		1,720
04 Roadway Design	2,309					2,309
05 Pavement Marking and Signing Design	180					180
06 Traffic Signal Design	316					316
07 Transportation Management Plan	332					332
08 Stormwater Management / Hydraulic Design	1,394					1,394
09 Sediment & Erosion Control / NPDES Permit	202					202
10 Geotechnical Investigations & Engineering S	42		876			918
11 Roadway Structures Design and Plans						
12 Bridge Design and Plans	1,875					1,875
13 Subsurface Utilities Engineering (SUE)	20					20
14 Utility Coordination	753					753
15 Utility Relocation Design						
16 Right of Way Coordination & Acquisition	36					36
17 Railroad Coordination	70					70
18 Construction Phase Services	547		96			643
19						
20						
Totals	9,162	1,706	1,111	205		12,184

Project Non-salary Direct Expense Summary

Expense Description	Total Units	Total Cost	Task																			
			01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
			Project Management	Environmental Services / Permitting	Field Surveys	Roadway Design	Pavement Marking and Signing Design	Traffic Signal Design	Transportation Management Plan	Stormwater Management / Hydraulic Design	Sediment & Erosion Control / NPDES Permitting	Geotechnical Investigations & Engineering Services	Roadway Structures Design and Plans	Bridge Design and Plans	Subsurface Utilities Engineering (SUE)	Utility Coordination	Utility Relocation Design	Right of Way Coordination & Acquisition	Railroad Coordination	Construction Phase Services		
Per Diem, with Overnight Stay	days	\$ -																				
Per Diem, without Overnight Stay	3 days	\$ 45.00		3																		
Lodging	nights	\$ -																				
Mileage	915 miles	\$ 613.05		855												60						
Shipping, Standard	shipments	\$ -																				
Shipping, Overnight	shipments	\$ -																				
SUE LV A	8 EAs	\$ 12,000.00													8							
SUE LV A ATTEMPTED	EAs	\$ -																				
SUE LV B	32900 focts	\$ 49,021.00													32900							
SUE LV C	3290 focts	\$ 1,612.10													3290							
SUE AERIAL	44 focts	\$ 7,781.40													44							
SUE TRAFFIC CONTROL	2 days	\$ 2,140.00													2							
LOMR REVIEW FEE	1 EA	\$ 6,750.00								1												
LOMR REVIEW FEE	1 EA	\$ 8,250.00								1												
FEMA DATA REQUEST	1 EA	\$ 393.00								1												
SUE SURVEY (HLA)	1 EA	\$ 24,330.50													1							
Color 8.5x11 Prints (for public involvement)	300 sheets	\$ 210.00		300																		
Color 11x17 Prints (thicker for public involvement)	150 sheets	\$ 285.00		150																		
24" x 36" public meeting displays	4 boards	\$ 2,120.00		4																		
Uniformed officer PIM	1 shift	\$ 175.00		1																		
Venue rental (if needed)	1 day	\$ 500.00		1																		
Turning Movement Count (13 hour)	1 EA	\$ 630.00						1														
RR Liability Insurance	1 EA	\$ 15,000.00																		1		
Railroad Flagmen	3 days	\$ 4,500.00																		3		
Railroad Entry Permits	1 EA	\$ 2,000.00																		1		
Utility Relocation Design	EAs	\$ -																				
Standard Turning Movement Count (4 hour)	1 EA	\$ 360.00						1														
High Volume Turning Movement Count (4 hour)	EAs	\$ -																				
1-3 Lanes Class, Volume, Speed	1 EA	\$ 350.00						1														
SUE LVD	3290 LFs	\$ 1,645.00													3290							
Gravity Sewer Manhole	5 EAs	\$ 779.60													5							
		\$ -																				
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# ATTACHMENT "A" SCOPE OF SERVICES AND SCHEDULE SHOP ROAD EXTENSION – PHASE 2

## Introduction

CECS, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the Shop Road Extension – Phase 2 project in Richland County, South Carolina. This project will consist of extending SC 768 (Shop Road) on new location, from its Phase 1 terminus at S-960 (Longwood Road), east and south easterly to a new intersection Montgomery Lane. The intent is to design Shop Road Extension – Phase 2 as a two-lane, shoulder and ditch section roadway. No bicycle or pedestrian accommodations are proposed to be included with the design of this project. The proposed scope of work also includes the design of one new location bridge for a crossing of Mill Creek.

**Proposed Project Scope** – Preliminary through Final Construction plans will be developed for the two-lane Phase 2 Extension of Shop Road.

- 45 mph design speed (minimum);
- 12-foot wide travel lanes;
- One (1), New location bridges;
- One (1) new location at-grade railroad crossing;
- Intersection improvements and relocations, as necessary, for side roads;
- Traffic signal warrant analyses and recommendations;
- 1.3 miles of new location roadway and improvements at intersecting roads.

**Summary of Anticipated Services** - The SUBCONSULTANT will perform the following services for this project;

- Task 1 - Project Management
- Task 2 - Environmental Services / Permitting
- Task 3 - Field Surveys
- Task 4 - Roadway Design
- Task 5 - Pavement Marking and Signing Design
- Task 6 - Traffic Analysis and Traffic Signal Design
- Task 7 - Transportation Management Plan
- Task 8 - Stormwater Management / Hydraulic Design
- Task 9 - Sediment & Erosion Control / NPDES Permitting
- Task 10 - Geotechnical Investigations and Engineering Services
- Task 11 - Roadway Structures Design and Plans
- Task 12 - Bridge Design and Plans
- Task 13 - Subsurface Utilities Engineering (SUE)
- Task 14 - Utility Coordination
- Task 15 - Utility Relocation Design
- Task 16 - Right of Way Coordination and Acquisition
- Task 17 - Railroad Coordination
- Task 18 - Construction Phase Services

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## **Task 1**

### **PROJECT MANAGEMENT**

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of Tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, South Carolina Department of Transportation (SCDOT), and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume a 48-month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates. Assume a 30-month construction schedule which will impact the duration of invoicing for Construction Phase Services.

- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 48-month design schedule.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various municipal organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 50 project meetings (1 per month and 2 review coordination meetings with the SCDOT and County). The CONSULTANT will be in attendance at these meetings and will prepare all necessary agendas, meeting minutes, and display materials.

## Task 2

### ENVIRONMENTAL SERVICES/PERMITTING

The CONSULTANT will be responsible for the required coordination with Local, State and Federal agencies regarding environmental services to ensure the program is in compliance with appropriate environmental regulations to obtain a Wetlands Permit and Land Disturbance Permit. The CONSULTANT will provide specific documentation, including but not limited to project information, applications and drawings as necessary for acquisition of the required permits.

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the CONSULTANT shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

**Permits** – The CONSULTANT will coordinate with the COUNTY and may attend coordination meetings with state and federal resource agencies and document all discussions and understandings that are reached.

The CONSULTANT shall perform Jurisdictional Delineations utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, and subsequent Regional Supplements. The upland/wetland boundaries will be appropriately flagged in the field and surveyed using sub-meter GPS or survey data. The study corridor will be 100' each side of the existing and new location roadway centerlines. The CONSULTANT will plot the wetland boundaries on a surveyed map for inclusion with the JD request. The CONSULTANT shall prepare a request for a preliminary jurisdictional determination (JD) or, at the request of the COUNTY, an approximate JD letter for the project corridor. This submittal will be prepared according to the USACE's "Information Required for Delineation and Jurisdictional Determination Submittal (February 2015)", or subsequent guidance. The completed request

package, including drawings, will be submitted to the COUNTY for final processing and coordination with the agencies.

If applicable, the CONSULTANT shall prepare the Joint Federal and State Permit Application Package in the format specified by the Charleston District Corps of Engineers. The CONSULTANT shall complete all forms, documentation, and drawings as directed by the COUNTY that are part of the permit application package. The COUNTY or SCDOT will execute the application form as the applicant, and may designate the CONSULTANT as the agent in the processing of the permit application, if so desired. It is assumed that any permits would be authorized under a Nationwide or Individual Permit and will be prepared according to current SCDOT standards which include the following:

- Joint Federal and State Application Form
- Permit Drawings: Drawings depicting the proposed impacts to waters of the U.S. on the subject property. The CONSULTANT shall include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.
- Impact Assessment Form and Supplemental Information: The CONSULTANT shall include a completed Impact Assessment Form, which includes, but is not limited to the following:
  - Project Information
  - Proposed impacts to WOUS
  - Alternative Analysis
  - Avoidance & Minimization
  - Hydrology & Hydraulics
  - Section 106 of the National Historic Preservation Act
  - Threatened and Endangered Species.

Mitigation Plan: In accordance with regulatory requirements, the CONSULTANT will develop a conceptual mitigation plan and submit it as part of the application package. It is assumed that any mitigation needed for this project will be acquired from the proposed COUNTY Mitigation Site.

The CONSULTANT shall submit the completed permit application package to the COUNTY for final processing and negotiation with the agencies. The CONSULTANT will coordinate directly with the SCDOT, USACE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit review and approval.



## **Technical Reports**

**Limited Phase I ESA**—In order to identify potential hazardous materials and/or potential environmental liabilities, CONSULTANT will perform a Limited Phase I ESA for the project corridor, specifically to include properties of environmental concern. This assessment will be performed in general accordance with the ASTM E1527-21, *Standard Practice for Environmental Site Assessments*.

Assessment will focus on sites of environmental concern or where an environmental release would be likely, such as gasoline stations, automotive repair/sales, industrial facilities, dry cleaners, and locations of suspected underground storage tanks. The Limited Phase I ESA involves a visual site inspection; recording observations and taking photographs; reviewing historical mapping and aerial photographs; reviewing government records provided by South Carolina Department of Environmental Services (SCDES), Freedom of Information (FOI) and other sources; and, providing a written report of our findings. The Limited Phase I ESA Report will not include property chain of ownership or title information, ASTM Questionnaire, or interviews with property owners. Property reconnaissance will be conducted from the public thoroughfares where possible, but a portion of the project will require reconnaissance from private property with site visits occurring prior to right-of-way acquisition. Local/historical records review will be confined to minimum search distances from the project corridor limits in general accordance with the intent of the ASTM E1527-21 (i.e., to include sites within 0.10 miles of Project area). Documents such as notices of violation, individual property contamination studies, and individual property remediation reports from state and local agencies be reviewed as available. No sampling or laboratory analysis of any kind is included within this scope of services. For the purposes of this scope, we have assumed that up to six (6) tax parcels will be included in assessment. One (1) Limited Phase I ESA report will be prepared and provide to include all assessed parcels.

Please note the following assumptions apply for the Limited Phase I ESA to be provided by the CONSULTANT:

- Site reconnaissance will be performed from public rights-of-ways where practical, but a portion of the roadway is off alignment and private property permission will be needed ahead of right of way acquisition.
- The County will be responsible for obtaining permission to access private property for site reconnaissance.
- The regulatory database will include sites within 0.10 miles of the Project area, to be identified by COUNTY. A .dwg, .shp, or .kmz file of the Project Area will be provided to Consultant.
- The findings of the Limited Phase I ESA report will include a determination if additional environmental assessment is warranted (i.e., are Phase II ESA activities recommended).

## Phase II ESA

A Phase II ESA will be conducted by the CONSULTANT for those sites recommended for additional study in the Limited Phase I ESA, and as agreed on by the COUNTY. It is assumed that the Phase II site investigation will include up to two (2) sites.

In this scope of work, CONSULTANT will install subsurface soil borings, collect surface soil samples, and may collect groundwater samples. It is assumed that the most likely contaminants to be encountered are petroleum products, degreasers, and solvents, although other contaminants may be encountered depending on historical operations. For the purposes of this proposal, up to two (2) sites will be further assessed during the Phase II ESA, however, specific sites to be assessed and the actual assessment services will be based upon findings of the Limited Phase I ESA (described above) as well as consultation with the COUNTY regarding what private lands will be acquired or impacted as part of the project. The specifics of the Phase II ESA services will depend on the contaminants of concern, past operation type, and what information is known about each site. However, we assume that the following services will be included as part of the Phase II ESA activities:

- Up to six (6) surface soil samples may be collected from sites with suspected adverse environmental impacts. Analysis may include VOC and/or Target Analyte List (TAL) Metals.
- Up to six (6) subsurface soil samples may be collected using direct push drilling methods. This will include up to six (6) soil borings drilled up to 10-feet in depth (each). A South Carolina licensed driller will perform drilling services. It is estimated that it will take field personnel one (1) workday to complete the drilling and assessment field work. The soil cores generated from drilling will be field screened using an organic vapor analyzer/photoionization device (OVA/PID) if evidence of impacts is observed. Field screening will determine which soil sample from each soil boring will be submitted for laboratory analysis. Drill cuttings will be spread in a non-disruptive location on each property. One subsurface soil sample may be collected from each boring and analyzed for VOC and/or TAL metals (i.e., up to 6 subsurface samples).

If CONSULTANT deems additional soil analysis is warranted beyond what is described above, additional fees will be incurred. If groundwater is encountered within 10-feet of ground surface, one (1) groundwater sample will be collected from a given boring. Ten (10) feet of ground surface is the anticipated depth of road work activities. Up to six (6) groundwater samples will be submitted for VOC analysis. The sampling and assessment methodology, findings, and recommendations of the Phase II ESA will be documented within a technical report to be issued at the completion of work.

The following assumptions apply:

- All drilling and assessment work will be done on private property. No traffic control will be required.
- COUNTY is responsible for obtaining all written property access permissions.
- The drilling locations will be based on access and underground utilities.
- The Statewide Utility One-call Service (SC811) will be contacted, and a utility locate request will be made prior to field work. SC811 may not mark all the subsurface utilities at the site. CONSULTANT is not responsible for damage to unmarked and/or incorrectly marked utility lines.
- Drilling boreholes will be properly abandoned by the driller. Boreholes will be filled to grade. Asphalt patch will be installed where drilling had occurred in paved areas. No concrete repair is anticipated.
- Standard laboratory turnaround time will be requested (i.e., 10 working days).
- One (1) day of drilling services are included. If difficult drilling or auger refusal is encountered, additional drilling fees may be incurred.
- CONSULTANT will obtain necessary monitoring well permits from SCDES prior to Phase II ESA field work. Analytical data will be provided to SCDES at the conclusion of work, as a condition of monitoring well permit conditions.

### **Cultural Resources (Historical, Archaeological)**

Investigations shall be conducted as required. Cultural resource reports will follow the South Carolina Standards and Guidelines for Archaeological Investigations as well as SCDOT guidance. In the instance where 10 or fewer resources are found and no significant resources will be adversely affected, the SCDOT's short form report format will be utilized. If more than 10 resources are found or any resources are deemed Eligible, a full report will be prepared.

**Public Coordination/Public Meeting** – The CONSULTANT, with input from the COUNTY, shall prepare necessary public meeting materials, (deliverables would include project design displays, project overview boards, project typical sections, right of way data tables, handouts, comment cards, sign-in sheets and public meeting summary to include summary of public comments). The CONSULTANT shall provide draft copies of all materials to be used in the public meeting (handouts, comment cards, sign-in sheets and applicable drawings) to the COUNTY for review a minimum of 10 business days prior to printing. The CONSULTANT will also provide the COUNTY with PDF versions of all necessary deliverables, as stated above, for the public information meeting one week prior to the meeting for posting on the COUNTY website.

The COUNTY will provide security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects as well as any directional signage needed at the public meeting venue. The COUNTY will also procure and bring all easels (for project display boards, provided by CONSULTANT, see below) and all other items not specifically mentioned below to be provided by CONSULTANT.

The public meeting is planned as an open-house style meeting. The COUNTY may conduct a brief formal presentation at some time during the public information meeting. The CONSULTANT shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project and its impacts in attendance. The CONSULTANT's role at this meeting is to discuss the project design and impacts with the public in attendance. The CONSULTANT will be responsible for bringing hard copies of the project displays (plan view, typical sections, overview boards, etc) as well as display boards (typical black, foam boards; "GATOR" board, or equivalent) to the meeting; assume three (3) copies of each display to be provided at the meeting.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Tuesday or Thursday at a venue near the project corridor or along the corridor. The COUNTY will be responsible for procuring the venue and determination of date and time, media notices, public notices, public meeting directional signage, coordinating for the presence of public safety officer(s) and general management of the meeting and presentation.

Upon conclusion of the public comment period, the CONSULTANT will prepare a public meeting summary to include a summary of the public comments received. The CONSULTANT will also prepare and provide a document (Word or Excel), in matrix format, which includes the public comment, citizen name and contact info, and space for COUNTY response to each comment. The COUNTY will be responsible for development of all responses and individual response letters.

### **Assumptions**

1. One (1) public information meeting will be scheduled prior to finalizing Right-of-Way plans.
2. USACE Nationwide or Individual Permit. Mitigation costs, if necessary, are not included.
3. The CONSULTANT will conduct all agency coordination and permit negotiations.

### **Deliverables**

1. Permit Determination Form
2. Jurisdictional Determination Request Package
3. USACE Nationwide or Individual Permit Application Package, including supplemental documentation.
4. Threatened and Endangered Species Survey – Short Form
5. Phase 1 and 2 HAZMAT Reports
6. Cultural Resources Report

7. Attendance at one (1) Public Meeting and preparation of all meeting materials (as stated in scope).

### Task 3

#### FIELD SURVEYS

**Aerial Photography and LIDAR Survey and Mapping** – The COUNTY will provide the CONSULTANT with Aerial Photography and Aerial LIDAR Survey and Mapping, including the control points set, for use during the preparation of the Roadway Plans. Mapping was developed to the contour accuracy of 1 foot (one foot contour interval). The aerial mapping was prepared for use in plans developed to a horizontal scale of 1" = 20'.

Field annotation of aerial topography, supplementary topographic surveys, and verification of mapping accuracy will be performed by the CONSULTANT.

**Control Surveys** – The CONSULTANT will establish the Primary, Main and Secondary Survey Control Points to be used during the supplemental topographic surveys and the construction of this project. All surveys will be in accordance with SCDOT's *Pre-Construction Survey Manual*. The CONSULTANT will notify the COUNTY of any required temporary traffic control measures (e.g. shoulder/lane closures, etc.) within seven (7) days before such closure due to survey activities.

Control survey and information provided on plans shall be consistent with SCDOT Preconstruction Design Memorandum 08 (PCDM-08) and 2023 SCDOT Preconstruction Survey Manual.

**Supplemental Design Surveys** – Additional field surveys will be performed by the CONSULTANT as necessary during the design phases of the project. All surveys conducted should be adequate for the design, permitting and construction of the project.

Upon receipt of the approved proposed alignment, the CONSULTANT shall survey the proposed corridor for a width of 150' in 100' increments from the predetermined point along Shop Road to the connection with Montgomery Lane. For estimating purposes, approximately 1.3 miles along a new location alignment will be surveyed as shown in Enclosure 1. In addition, the following intersection roads will be surveyed:

- SC 768 (Shop Road) for 700 feet north of Longwood Road
- S-960 (Longwood Road) for 1,000 feet east and west of the intersection with Shop Road
- S-87 (Montgomery Lane) for 1,000 feet north and south of the proposed intersection with Shop Road Extension

Supplemental field surveys, as necessary during design, will be conducted by the CONSULTANT to obtain all topographic and planimetric data within the project corridor for the design and permitting approval of the project (assume approximately 200 hours for a two-man survey crew)

Field surveys and all research necessary will be performed by the CONSULTANT to establish existing rights-of-way and to locate frontal property boundary monumentation (along each side of the road) for developing property maps per the SCDOT format.

Property-owner data will be obtained from county records (plat and deed research) for use in the property surveys and to incorporate property ownership data into the Right-of-Way Plans. The property monumentation and property-owner data will be used to develop a closed-out property drawing.

Level runs between existing primary vertical control points will be performed to establish additional benchmarks to be referenced on the contract drawings.

The existing pavement will be field surveyed in accordance with the SCDOT Preconstruction Survey Manual. Cross sections will be surveyed at a minimum of every 50 feet, including edge of pavement, crown, and other breaks in cross slope or edge of pavement.

Survey data will be shown on Reference Data Sheets in the '5 series sheets' of the plans due to lack of room on the 1"=20' scale plan sheets.

The CONSULTANT will locate all drainage, stormwater, sanitary sewer structures and above ground utility structures within 100 ft. of the proposed roadway alignments. For drainage, stormwater and sanitary sewer structures, the pipe size, pipe type, structure type and invert / rim, and inlet flow line elevations shall be obtained. The CONSULTANT will locate and survey the next connecting structure (if outside the 100 ft. area) in order to determine grades / depths of existing facilities. Survey of existing drainage structures shall also, at a minimum, comply with sections 3.10.08 through 3.10.12 of the previously referenced SCDOT Preconstruction Survey Manual.

The CONSULTANT will horizontally and vertically locate all potential outfall drainage ditches and streams. At these outfalls, cross sections will be obtained 400 feet upstream and downstream at 50-foot intervals, or as necessary to define the channel alignment, from the proposed roadway alignment. All cross sections will be extended from bank to bank of the existing channel plus 10 feet on either side. Survey of potential outfall drainage ditches and streams shall also, at a minimum, comply with section 3.07 through 3.07.02 of the previously referenced SCDOT Preconstruction Survey Manual.

The CONSULTANT will obtain field surveyed cross sections for use in the development of the hydraulic models necessary to study the FEMA hydraulic crossing for Shop Road at Mill Creek – survey of Mill Creek cross sections will extend a minimum of 500 ft. upstream and downstream of the proposed bridge location, with cross-section intervals no greater than on 50 ft stations. Include cross-section data at the proposed centerline and proposed bridge face locations (both upstream face and downstream face). Cross section data will include the following: Top of stream / river banks Toe or bottom of stream / river banks Thalweg (lowest point) of stream / river. All cross sections will be extended from bank to bank of the existing channel plus 25 feet on either

side. The survey shall also note the Normal Water Elevation (NWE) and High Water Elevation (HWE) at the time of survey as described in section 3.10.03 of the previously referenced SCDOT Preconstruction Survey Manual and include any additional topographic survey that may be necessary, specific to channel alignment and proximity to adjacent pavements, etc. Survey of hydraulic crossing for Shop Road at Mill Creek shall also, at a minimum, comply with section 3.10.03 through 3.10.07 of the previously referenced SCDOT Preconstruction Survey Manual.

The CONSULTANT shall update the existing project DTM / topo files (prepared by others and provided to the CONSULTANT) with all supplemental field survey data as shown above.

The CONSULTANT will obtain as-built horizontal coordinates and elevations for all geotechnical borings and other test locations performed on the project by the CONSULTANT. The CONSULTANT should assume (100) borings and other exploration points to be surveyed for this project. CONSULTANT will provide the survey results in tabular format to include latitude, longitude, state plane north, state plane east, elevation, station, and offset for each exploration point.

The CONSULTANT will stake the proposed and present rights-of-way for the total parcels to be affected upon direction. Right-of-way staking will consist of placing 36-inch stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100-foot intervals in tangents and 50-foot intervals in curves. These stakes shall be placed after Final Right-of-Way Plans have been developed and only after the Project Manager contacts the CONSULTANT when a property owner requests the right-of-way to be staked.

The CONSULTANT should assume multiple trips as the staking may involve one or several parcels.

The CONSULTANT will notify the COUNTY's designated Project Manager prior to performing any work on site. The CONSULTANT will not be responsible for obtaining permissions from property owners for surveys outside of the existing Right-of-Way.

## Task 4

### ROADWAY DESIGN

**Design Criteria** – Prior to beginning development of preliminary plans, the CONSULTANT will prepare the roadway design criteria in accordance with the SCDOT's *Roadway Design Manual, Standard Drawings for Road Construction*, and all applicable American Association of State Highway Transportation Officials (AASHTO) publications for COUNTY approval. The CONSULTANT will notify the COUNTY of any exceptions and/or deviations from the Design Criteria as soon as identified. It is assumed that the CONSULTANT will prepare one (1) design exception documentation for SCDOT and COUNTY approval.

**Conceptual Roadway Study** – Prior to developing preliminary roadway plans, the CONSULTANT will perform a roadway alignment study to evaluate the extension of Shop Road

from the current terminus at Longwood Road to a new intersection at Montgomery Lane. This study will be limited to providing plan view alignments and potential impacts based on readily available GIS data. The CONSULTANT will submit a report with recommendations to the COUNTY for approval upon completion of the conceptual roadway alignment study.

*Assumptions:*

- *A maximum of three (3) alignments will be evaluated.*
- *Alternatives will be developed in plan view only with no profile or cross sections required. No plan sheets will be required.*
- *The COUNTY will provide the CONSULTANT with available data and electronic files associated with any planned developments within close proximity to the planned roadway extension.*
- *A final decision on the conceptual study will be issued within thirty (30) days after submitting to the COUNTY.*

**Preliminary Roadway Plans** – The CONSULTANT will prepare Preliminary Roadway Plans. The plans will be developed to the level of detail of approximately 30% Complete Construction Plans. The Preliminary Roadway Plans for the project will be prepared at a scale of 1”=20’ scale to illustrate pertinent information associated with roadway design. The plans will be sufficiently developed to illustrate the construction limits and right-of-way requirements of the entire project. The plans will incorporate information obtained during the SUE phase of the project, and the design will be adjusted where possible to minimize utility impacts. Additionally, the design will be adjusted to minimize impacts to developed properties and wetlands.

A cost estimate will be prepared by the CONSULTANT and submitted along with the Preliminary Roadway Plans for use by the COUNTY. The COUNTY will use this cost estimate in order to determine whether or not the scope of the project needs to be reduced or expanded due to budgetary constraints.

The CONSULTANT will attend the Preliminary Plans Design Field Review with the COUNTY to review the project design in the field.

The CONSULTANT will provide four staff members to support the COUNTY staff members at the Public Information Meeting. The CONSULTANT will also use its roadway staff to develop the displays to be used at the Public Information Meeting.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will provide the COUNTY with a PDF file of the plans. The CONSULTANT at this time will also provide the COUNTY with preliminary construction costs and preliminary new right-of-way areas for use in developing an estimated project cost.

It is assumed that the CONSULTANT will prepare for, attend, and summarize one (1) meeting with the COUNTY and SCDOT to coordinate the approval of the proposed concept.

**Right-of-Way Plans** – Right-of-Way Plans will be developed in accordance with the SCDOT’s *Roadway design manual*.



The CONSULTANT will incorporate available SUE data of the project.

The CONSULTANT will provide curb grades for the project as necessary for drainage design and to facilitate construction.

The CONSULTANT will establish horizontal and vertical alignments along with cross sections as needed in order to study the re-connection of driveways to the widened / relocated roadways. This design data will be shown in the plans in order to convey the extent/impact of the re-configuration of driveways necessary to provide access to the property. Driveways that are level with the widened roadway will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the roadway cross section and plan view based on the roadway cross section.

The CONSULTANT will attend the Right-of-Way Plans Design Review with the COUNTY / SCDOT to review the project design. The CONSULTANT will prepare meeting minutes / summary of discussions from the design review. The design review will be scheduled approximately 2 weeks after submittal of the preliminary right-of-way plans to SCDOT (COUNTY to coordinate review). The design review is typically conducted utilizing desktop-level data (review of aerial imagery and plan data) to review the proposed project limits, typical sections, design and impacts. Field visits to specific locations may be scheduled. CONSULTANT should assume 1 field visit with the COUNTY / SCDOT associated with the design review.

A set of preliminary Right-of-Way Plans will be submitted to the COUNTY for review and comment. Following the review of the preliminary Right-of-Way Plans, the CONSULTANT will submit final Right-of-Way Plans for review and approval. As applicable, the final Right-of-Way plans will address comments on the preliminary Right-of-Way plans. Following review, comment and approval of each of the plan submittals (preliminary R/W and final R/W), the CONSULTANT shall provide the plans to SCDOT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per SCDOT reviews. Right-of-way plans as prepared by the CONSULTANT shall be developed to the level of detail necessary of 70% plans and per typical SCDOT plan requirements. The CONSULTANT shall also be responsible for providing responses to all COUNTY and SCDOT comments documented within typical comment matrices.

Electronic media receivables for Right-of-Way Plans will be provided via electronic data storage device or through electronic file transfer and will include the information outlined in the SCDOT's *Roadway Design Manual*.

During the course of completing the final plans for construction, should changes be necessary which will affect right-of-way; these revisions will be promptly made, documented as revisions on plans, and identified to those implementing right-of-way appraisal and acquisition.

The CONSULTANT should assume 30% of the tracts shown with new rights-of-way on the final right-of-way plans to require right-of-way revisions.

The CONSULTANT will develop and provide to the COUNTY an updated cost estimate for the project, to be submitted with the final right-of-way plans.

## Final Roadway Design and Plans

**Roadway Construction Plans** – The construction plans will be a continuation of Right-of-Way Plans. Original Right-of-Way Plans will be retained by the CONSULTANT after appropriate COUNTY reviews and signatures and then developed into construction plans.

Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field. The CONSULTANT will prepare meeting minutes / summary of discussions from the design field review. The final design field review will be scheduled approximately 2 weeks after submittal of the preliminary construction plans (COUNTY to coordinate field review).

A set of Preliminary Construction Plans (assumed 95% complete) will be submitted to the COUNTY for review and comment prior to final plan delivery. Following review of the preliminary construction plans, the CONSULTANT shall finalize the plans and submit the Final Construction plans (signed and sealed by a Professional Engineer licensed in the state of South Carolina). As applicable, the final construction plans will address comments on the preliminary construction plans. Following review, comment and approval of each of the plan submittals (preliminary const and final const), the CONSULTANT shall provide the plans to SCDOT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per SCDOT reviews. The CONSULTANT shall also be responsible for providing responses to all COUNTY and SCDOT comments documented within typical comment matrices.

The Preliminary Construction cost estimate will be updated by the CONSULTANT and submitted with the Preliminary Construction Plans for use by the COUNTY.

On or before the contract completion date, the CONSULTANT will deliver to the COUNTY one complete set of Final Construction Plans, an Engineer's Estimate, and "Project Specific" Special Provisions. See Project Special Provisions and Engineer's Estimate for the description of the Engineer's Estimate and "Project Specific" Special Provisions.

**Project Special Provisions and Engineer's Estimate** – The CONSULTANT will prepare all "Project Specific" Special Provisions and include them in the format compatible with the SCDOT Construction Administration Section. The CONSULTANT will work closely with COUNTY personnel in the COUNTY'S development of the construction document package.

Also, utilizing recent bid data from similar projects in the area, the CONSULTANT will prepare an Engineer's Estimate for construction of this project. The estimates will be based on the final summary of quantities and will be used in the final bid analysis and award.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the SCDOT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

## Task 5

### PAVEMENT MARKING AND SIGNING

Final pavement marking/signing plans will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (SCDOT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and SCDOT details will be incorporated into the plans.

## Task 6

### TRAFFIC ANALYSIS AND TRAFFIC SIGNAL DESIGN

***Traffic Analysis*** – The CONSULTANT will perform a detailed analysis of existing and future conditions of the extension of SC 768 (Shop Road) at the following intersections:

- SC 768 (Shop Road) and SC 768 (Pineview Road)/S-1248 (Pineview Drive)
- SC 768 (Shop Road Extension) and S-960 (Longwood Road)
- Shop Road Extension at S-87 (Montgomery Lane) – future intersection

The CONSULTANT will obtain the following traffic counts to utilize for the traffic analysis:

- AM peak period (7:00AM – 9:00AM) and PM peak period (4:00PM – 6:00PM) turning movement counts in 15-minute intervals at the intersection of SC 768 (Shop Road) and SC 768 (Pineview Road)/S-1248 (Pineview Drive).
- 13-hour (6:00AM – 7:00PM) turning movement counts in 15-minute intervals at the intersection of SC 768 (Shop Road Extension) and S-960 (Longwood Road).
- 24-hour volume and classification count along S-87 (Montgomery Lane).

The CONSULTANT will develop projected traffic volumes and annual growth rates based upon evaluation of historical traffic counts and the COATS regional travel demand model for use in establishing horizon year and background traffic growth. The CONSULTANT will obtain information concerning planned and approved development projects affecting traffic within the corridor area from Richland County and SCDOT District 1 Office. Information concerning projected land uses, zoning, and development planning documents will also be obtained. The CONSULTANT will develop a Volume Development Memorandum for review prior to proceeding with future year traffic analysis.

The CONSULTANT will obtain existing traffic signal timing information from SCDOT for the signalized intersection of SC 768 (Shop Road) and SC 768 (Pineview Road)/S-1248 (Pineview Drive).

The CONSULTANT will identify the opening year and design year peak hour Levels of Service for intersections within the study area using the procedures and methodologies outlined Highway Capacity Manual, latest edition, and traffic analysis software, such as Highway Capacity Software (HCS) or Synchro 11.0/SimTraffic or newer. The results of the traffic analysis will include:

- The number and type of lanes on each approach of the study area
- Length of turn lanes to provide sufficient vehicle storage
- LOS tables
- Traffic control recommendations

The CONSULTANT will evaluate the need to construct exclusive turn lanes at key locations along the corridor. The turn need analysis will be performed using the turning movement counts conducted in 15-minute intervals and/or planned development data.

The CONSULTANT will perform signal warrant analysis per the Manual of Uniform Traffic Control Devices, MUTCD, section 4, for the following intersections:

- SC 768 (Shop Road Extension) and S-960 (Longwood Road)
- Shop Road Extension at S-87 (Montgomery Lane) – future intersection

The CONSULTANT will summarize the findings of the traffic analysis in a report. The report will include recommendations to enhance access management, safety, and traffic operations along the corridor and at key intersections to be incorporated in the design of the roadway improvements.

**Traffic Signal Design** - The CONSULTANT will prepare up to three (3) traffic signal design plans for the project as required. Traffic signal plans shall be designed in accordance with the latest editions of SCDOT's Traffic Signal Design Guidelines, Standard Signal Specifications and Special Provisions, Standard Drawings, and the Manual on Uniform Traffic Control Devices. The CONSULTANT will prepare signal plans, plotted at a scale not smaller than 1" = 40', based on the Final Roadway Design Plans and the Pavement Marking and Signing Plans. Traffic signal plans shall conform to the *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition*, and SCDOT Standard Drawings, SCDOT Traffic Signal Design Guidelines: 2009 edition, SCDOT Standard Signal Specifications and Special Provisions, and SCDOT's latest Traffic Signal Memos. Pedestrian signal features such as pedestrian signal poles, pedestrian signal heads, push-buttons, signs etc. shall be included as per current SCDOT Traffic Signal Design Guidelines. The plans shall also include pedestrian signal timing parameters. The CONSULTANT shall prepare Special Provisions for Traffic Signal Installation based on current SCDOT guidelines.

Traffic Signal plans shall be prepared for the following intersections:

- SC 768 (Shop Road) and SC 768 (Pineview Road)/S-1248 (Pineview Drive) - modifications
- SC 768 (Shop Road Extension) and S-960 (Longwood Road), if warranted

- Shop Road Extension at S-87 (Montgomery Lane) – future intersection, if warranted

For this scope of work, services specific to interconnection of signals is not included. Should these services ultimately be required, a contract modification will be negotiated.

## Task 7

### **TRANSPORTATION MANAGEMENT PLAN**

**Work Zone Traffic Control Plans** – The design and preparation of one set of Work Zone Traffic Control plans will be accomplished for the roadway project. The plans will include a description of the sequential steps to be followed in implementing the plans, and will be developed at a scale of 1"= 50', unless otherwise agreed upon. The traffic control plans will include lane closures, traffic control devices, temporary lane markings, temporary drainage design, and construction signing and sequencing notes. Temporary drainage design will accommodate a 5-year Design Event. The plans will identify lane widths, transition taper widths, and any geometry necessary to define temporary roadway alignments. Also, the plans will address the type of surface to be used for all temporary roadways. Standard traffic control details will be incorporated into the plans for most work activities, but detailed staging plans will be required where impacts upon the normal traffic flow are significant.

Preliminary traffic control plans will be submitted in conjunction with the 95% complete roadway plans, and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway construction plans.

The Shop Road Extension project should be assumed an “*Intermediate*” project per SCDOT’s *Rule on Work Zone Safety and Mobility*.

**Transportation Operations Plan** – The CONSULTANT will prepare a Transportation Operations Plan which will address the traffic operations within the work zone impact area and strategies for minimizing the impact to traffic operations. Some of the Work Zone Management Strategies for use in the Transportation Operations Plan can be found in Table 5B of the SCDOT’s *Rule on Work Zone Safety and Mobility*.

**Public Information Plan** – The CONSULTANT will develop a Public Information Plan in conjunction with the COUNTY which will contain strategies for providing information to the public and other impacted entities. Some Public Information strategies which may be used in the development of the Public Information Plan can be found in Table 5C of the SCDOT’s *Rule on Work Zone Safety and Mobility*.

## Task 8

## **STORMWATER MANAGEMENT/HYDRAULIC DESIGN**

The CONSULTANT will perform the Stormwater Management and Hydraulic Design for the project based on SCDOT Design Guidelines. Design procedures specified by the South Carolina Department of Health and Environmental Control as well as Richland County will be incorporated as needed. Any conflicts in design criteria for the review agencies will be evaluated with the COUNTY to determine the appropriate design procedure for the project. This task includes inspection of the existing drainage structures, roadway drainage, and hydraulic impact studies for the FEMA floodplain crossings.

**Roadway Drainage** - The roadway drainage plan will be prepared on replications of the roadway plan sheets at a scale of 1"=20', unless otherwise agreed upon. The roadway drainage design for the project will be completed utilizing design procedures that comply with stormwater management and sediment and erosion control regulations and the NPDES general permit. All drainage calculations will be performed with methods suggested in the SCDOT's *Requirements for Hydraulic Design Studies* dated May 26, 2009 and be made available to the COUNTY for approval.

The CONSULTANT will perform a field review of the project and a visual inspection of the existing drainage systems within the project area. The inspections performed will not include any material testing or structural analysis. The CONSULTANT will document any irregularities in the existing drainage system and provide the data to the COUNTY. If needed, the CONSULTANT will meet with the COUNTY in the field to review and discuss the condition of the existing drainage system prior to reuse in the proposed design. If additional testing or inspection (video pipe inspection) is recommended, the CONSULTANT will prepare the recommendation and submit to the COUNTY for submittal to the SCDOT.

Roadway drainage design for the project is dictated by the project horizontal and vertical geometry. The design will be terminated at available existing outfall locations or at new locations that will be constructed as a part of the project. Drainage areas will be defined from the existing topography as determined from available mapping and field survey. Design year storms will be established in conjunction with SCDOT guidelines for on-site and off-site runoff. For the design year storm, rainfall intensities appropriate for the project area will be determined and the runoff will be calculated for each drainage area. For each contributing sub-area, a structure will be identified to accept the runoff (inlet, cross-pipe, ditch, etc.). Based on accumulation of runoff, appropriate pipe sizes will be chosen to convey the runoff to the outfall. Design discharges will be calculated by SCDOT methods. Smooth Wall Pipe designs will be developed as per SCDOT Engineering Directive Memorandum No. 24.

The hydrologic analysis of each watershed will be performed with the appropriate method for the Sandhills physiographic region. Pre- and post-construction peak discharges will be computed at each outfall. Outfalls will be evaluated in accordance with SCDOT and NPDES regulations. If required to control stormwater quality or quantity, water quality or detention basins will be added using a hydraulic routing method. Energy dissipaters may also be utilized based on HEC-14 procedures. Outfall channel protective measures will be based on design methods in HEC-15 and/or HEC-11.

Roadway cross-lines will be designed and analyzed according to the principles given in FHWA's Hydraulic Design Series No. 5. Cross-line pipes will be sized based on SCDOT criteria and possible backwater effects. To reduce backwater, multiple pipes or multiple barrel culverts may be used in lieu of a single structure. Closed storm sewer systems will be analyzed with GEOPAK Drainage or XP-SWMM. Roadway inlets will be located based on FHWA's Urban Drainage Design Manual HEC-22 and spaced to meet the SCDOT's spread requirements. Any roadway ditches will be sized with Manning's equation, and designed using HEC-15 methodologies.

The stormwater design for the project will be performed to minimize impacts to existing utilities if possible. Existing utility data will be obtained by the COUNTY from the utility owners within the project area. The CONSULTANT will utilize this data as part of the design for the storm sewer systems. The CONSULTANT will adjust pipe locations and inverts if possible. If conflicts cannot be avoided, the CONSULTANT will evaluate the use of utility conflict boxes or other devices to minimize the need for utility relocations. The CONSULTANT and the COUNTY acknowledge not all utility relocations can be avoided.

The CONSULTANT will evaluate the potential impacts from the project on water quality. If dictated by project permitting, the CONSULTANT will utilize water quality best management practices to provide treatment to pavement runoff prior to entering environmentally sensitive areas.

The location of the storm drainage systems will be shown on the roadway plan sheets or replicated drainage sheets. Additional plan information will include pipe and drainage structure size, location, type and elevation; this will be detailed on the SCDOT Alternate Pipe Spreadsheet(s) which will be located in series as the final drainage plan sheets. A Stormwater Management Design Report will be prepared for the project based on SCDOT guidelines and will include a project description, drainage approach and methodology, design calculations, soils descriptions, and location maps.

**Hydraulic Analysis** – The proposed Shop Road Extension will cross the FEMA-defined Special Flood Hazard Areas associated with Mill Creek. The project will include a detailed hydraulic study to evaluate the existing and proposed hydraulic structures. The hydraulic study will be completed according to local, SCDOT, SCDNR, and Federal Emergency Management Agency (FEMA) regulations.

Mill Creek within the project corridor is designated Zone AE Special Flood Hazard Areas with floodway. The Zone AE designation indicates a detailed hydraulic model has been developed for the streams. The CONSULTANT will obtain and verify all existing hydraulic data and use the existing models as the basis of the studies. The existing models will be updated to reflect field survey data of the project areas. The existing hydraulic model will be utilized to evaluate the potential impacts of roadway and bridge construction at Mill Creek. The proposed conditions models will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions. The Hydraulic Design and Risk Assessment will include existing and proposed hydraulic models, hydrological analysis, velocity conditions in the vicinity of the crossing, and any recommendations with regard to stabilization of the waterway. In order to meet Richland County Floodplain regulations, the proposed crossing will be designed to cause no increase in Effective Base Flood elevations. A

Conditional Letter of Map Revision (CLOMR) will be required in order to update the effective FIRM with the new roadway crossing. The CONSULTANT will prepare all necessary documentation and studies for the CLOMR and provide to the COUNTY for approval. The CONSULTANT will also coordinate with FEMA as needed during the preparation of the CLOMR or No-Impact Certification and during the submittal process.

The Consultant will coordinate with the County, the County Floodplain Administrator, and SCDOT as necessary during the course of the hydraulic design.

In addition to the hydraulic studies for the FEMA floodplain impact areas, the CONSULTANT will also prepare any hydraulic studies required by the United States Army Corps of Engineers as part of the environmental permit. The hydraulic studies will be based on SCDOT requirements and will include an evaluation of the impacts from the proposed construction.

**Railroad Drainage Coordination** – The project includes one at-grade railroad crossing. Coordination will be required throughout the design process including the stormwater design. The roadway design will be developed to minimize impacts to the existing conditions in the area of the railroad. The stormwater conditions within the area of the railroad crossings will be summarized in a separate report and will be utilized during railroad coordination efforts.

### **Assumptions**

- Fill will be allowed to be placed within the floodplain.
- The CONSULTANT will provide all necessary community documentation for completion of the CLOMR application including, but not limited to, documentation of individual legal notice to all affected property owners, explaining the impact of the proposed action on their property; floodway public notice or statement. The COUNTY will sign the letter on COUNTY letterhead and distribute it.
- Hydraulic design for the project assumes that the USACE will allow for a change in headwater elevation for pre to post development conditions at all hydraulic crossings. Detention Waivers will be granted in lieu of detention.

## Task 9

### **SEDIMENT AND EROSION CONTROL/NPDES PERMITTING**

**Sediment and Erosion Control** – The project will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

The erosion control plan will be detailed on the roadway drainage plan sheets and erosion control data sheet(s). The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment ponds, sediment dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The



sediment and erosion control plan will not be phased. The plans will reference the SCDOT's Standard Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. The placement of erosion control measures outside proposed right-of-way through the use of temporary easements will be investigated as a possibility if they will not fit within proposed right-of-way. Quantities for erosion and sediment control items will be calculated based on SCDOT typical drawings. Use of SCDOT's sediment and erosion control standard details and design aides shall assume that adequate trapping efficiency will be achieved; additional calculations will not be required. Any required erosion control computations required by the use of alternate erosion control methods will be completed with SCDOT approved methods and submitted to the COUNTY.

**NPDES Permitting** – The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina.

The CONSULTANT will develop the NPDES permit application and required supporting data and will submit for processing, review and permitting. The Stormwater Management Report for the project will contain all supporting data developed by the CONSULTANT for the project. The CONSULTANT will provide additional calculations and make revisions to the construction plans as required by the permit reviewer. Pre and post development peak discharges will be compared to the whole CFS.

## Task 10

### **GEOTECHNICAL INVESTIGATIONS AND ENGINEERING SERVICES**

**General** – The CONSULTANT will perform a preliminary and final geotechnical investigation for the bridge, roadway, retaining walls, and culverts. The CONSULTANT shall gather samples, conduct tests, and analyze necessary soil and foundation data for the bridge, roadway embankment, culvert, and pavement design. The results of the sampling, testing, analysis, and recommendations concerning the design shall be compiled into preliminary & final reports for submittal to the COUNTY. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Supplemental Specifications and Special Provisions
- 2022 SCDOT Geotechnical Design Manual (GDM)
- 2008 SCDOT Pavement Design Guidelines
- SCDOT Bridge Design Memorandum to RPG Structural Engineers and Design Consultants, issued after April, 2006
- 2008 SCDOT “Seismic Design Specifications for Highway Bridges”, Version 2.0.
- AASHTO LRFD Bridge Design Specifications, 6<sup>th</sup> Edition (2012), with latest interims in

place at the time of contract execution.

**Field Exploration (Preliminary Subsurface Exploration)** – Prior to beginning the preliminary subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with SCDOT. The CONSULTANT will comply with published SCDOT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the SCDOT right-of-way.

Preliminary boring locations will be located along or adjacent to the proposed alignments of the roadway. A significant portion of the project will be on new alignment outside the SCDOT's right-of-way. Permission for private property access and clearing for drill rig access will be needed. The preliminary boring locations will complement the final boring locations. Boring locations in the final exploration may occur outside and/or inside SCDOT and/or County right-of-way depending on the timing of right-of-way acquisition relative to drilling.

CONSULTANT shall be responsible for providing notification to utility owners prior to geotechnical field work in order to obtain clearance of utilities and marking of utility lines and services. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least 3-days prior to field work. Information obtained in Task 13 will be shared with geotechnical staff prior to field exploration work. Proposed boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed preliminary subsurface exploration plans including the anticipated final boring locations to the COUNTY prior to initiation of field work for review and acceptance. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The preliminary subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

### **Bridge – Preliminary Subsurface Exploration**

It is assumed that there will be one (1) new location bridge along the Shop Road Extension. Based on the preliminary bridge plans, layout of the proposed borings assumes the Mill Creek Bridge will be a nine-span structure with eight interior bents. It is assumed that cut and fill sections will be approximately twenty (20) feet or less. Soil test borings (STB) will be conducted as defined in Chapters 4 and 5 of the GDM. The bridge borings will consist of standard penetration testing on 2-foot intervals in the upper 10 feet and on 5-foot intervals thereafter. One boring at each end bent or bridge embankment will be paired with a companion CPT (see below) and will be continuously sampled to a depth of 50 feet for correlation purposes.

End Bents: Subsurface investigation will include a total of two (2) test boring for each end bent of the proposed bridges. This will consist of four (4) STBs to a depth of 100 feet below the existing

ground surface or practical refusal, whichever is least. A minimum of 10 feet of rock coring is required at practical refusal if encountered before 30 feet. If refusal occurs in the bridge borings prior to reaching a depth of 30 feet, NQ-sized rock coring shall be performed in accordance with the GDM. For quantity estimation purposes, estimate 10 feet of rock coring per end bent bridge boring for a total of 40 feet of rock coring.

Also, a total of four (4) Cone Penetration Test (CPT) soundings will be performed at the proposed bridge approaches to evaluate potential settlement issues. CPT soundings will be performed no further than 5 feet from a bridge end bent or bridge embankment boring location. Each CPT sounding will be performed to a depth of 50 feet or cone refusal, whichever is shallower. The CPT soundings will be performed in accordance with GDM. It is estimated that two hundred (200) feet of CPT sounding will be performed.

Interior Bents: The preliminary subsurface investigation will include one (1) test boring at about mid-span of the bridge. The STB will be extended to a depth of 150 feet below the existing ground surface or practical refusal, whichever is least. The boring will be cased and converted to act as the downhole seismic boring. Consultant will attempt to encounter rock and perform up to ten (10) feet of coring at practical refusal if encountered before 150 feet. If refusal occurs in the interior bridge boring prior to reaching a depth of 150 feet, NQ-sized rock coring shall be performed in accordance with the GDM..

### **Preliminary Subsurface Exploration**

- Roadway soil test borings will be performed in general accordance with the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that cut and fill sections will be twenty (20) feet or less for the majority of the roadway improvements.
- Roadway Embankment STBs for new alignment and improvements to existing alignment: Five (5) roadway embankment soil test borings (hand auger borings with dynamic cone penetrometers or Standard Penetration Test (SPT) borings) will be performed up to depths ranging from 5 to 40 feet, auger refusal, or hole collapse (whichever occurs first) outside the SCDOT right-of-way. Preliminary soil test borings will be spaced approximately 1,000 feet along the roadways, and will double as culvert borings, as applicable.
- Bridge Embankment STBs: Two (2) embankment test SPT borings will be performed to a depth of 60 feet or refusal (whichever occurs first) outside the SCDOT right-of-way.
- Cross-Line Pipe/Culvert STBs: Based on preliminary design information, up to **fifteen cross-line culverts** may be required along the new alignments. Five (5) STBs will be performed at proposed culvert locations along the alignments during the preliminary exploration. The culvert STBs will be advanced to depths ranging from 10 to 25 feet below existing ground surface or practical refusal, whichever is least.
- Twelve (12) bulk samples will be obtained for laboratory testing to be used as part of

new slope analysis. The bulk samples will also be collected from the alignment for the purposes of remolded shear strength, California Bearing Ratio, and classification testing.

- Twenty-four hour water measurements will be made in the SPT and hand auger borings where practical. If twenty-four hour water measurements are not practical, time of boring water level measurements will be obtained.

### **Other Field Testing Items**

- Mobilization: Mobilization will be estimated for two truck or ATV-mounted drill/CPT rigs and will be paid per mile. Unit price includes portal to portal, per rig, with an estimated round trip of 200 miles.
- Mechanized clearing is anticipated to access the bridge, embankment and roadway borings located along the alignment. Assume eighty (80) hours of mechanized clearing.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 3.
- Standard Penetration Tests (Additional): Payment for SPT in excess of the minimum one per 5-foot interval below a depth of 10 feet. Fifty (50) additional SPT's are estimated to achieve continuous sampling to a depth of 50 feet at four bridge STBs for CPT correlation purposes.
- Measurement of hammer energy (ASTM D4633) for each SPT drill rig used shall be performed or have been performed within the last one year prior to mobilization.
- Soil and rock samples shall be stored for seven years or until completion of substructure installation, whichever is earlier.
- Estimate three hundred (300) feet of 4-inch steel casing in order for sealing zones of drilling fluid loss, and to implement rock coring as described above.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings and drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM D2488) will be performed by a field engineer and/or field geologist who will have a minimum of 3 years of experience in supervision of field equipment and field personnel.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing for the preliminary exploration will be the following:

- Eighty (80) Natural Moisture Content Tests
- One hundred (100) Grain Size Distribution with wash No. 200 Sieve
- Seven (7) Grain Size Distribution with Hydrometer
- One-hundred (100) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Eighteen (18) Standard Proctor Tests
- Nine (9) California Bearing Ratio Tests

- Three (3) Organic Content Tests
- Two (2) Remolded Tri-axial Shear Tests or Direct Shear Tests, depending on soil classification
- One (1) Electro-Chemical (Corrosion Series) Tests
- Three (3) Uniaxial Compressive Strength of rock if encountered

**Preliminary Bridge and Roadway Geotechnical Engineering Report** – The Preliminary Bridge Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the preliminary geotechnical subsurface explorations in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report shall be written in accordance with the GDM Chapter 21. The preliminary report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Preliminary Bridge Plans.

The Preliminary Roadway Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the preliminary geotechnical subsurface explorations in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report shall be written in accordance with the GDM Chapter 21 and will also include preliminary pavement thickness recommendations. The preliminary report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Preliminary Roadway Plans.

**Field Exploration (Final Subsurface Exploration)** – Prior to beginning the final subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance and will coordinate with SCDOT. The CONSULTANT will comply with published SCDOT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the SCDOT right-of-way

CONSULTANT will request an updated SC811 ticket prior to starting field work for the final exploration.

Final boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations will be coordinated with the preliminary exploration to avoid testing in the same location, with both preliminary and final locations shown on the plan. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The final subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests

- Location of tests

### **Bridges – Final Subsurface Exploration**

It is assumed that there will be one (1) new location bridge along the Shop Road Extension. It is assumed that the Mill Creek Bridge will be a nine-span structure with eight interior bents. It is assumed that cut and fill sections will be approximately twenty (20) feet or less. Soil test borings (STB) will be conducted as defined in Chapters 4 and 5 of the GDM. The bridge borings will consist of standard penetration testing on 2-foot intervals in the upper 10 feet and on 5-foot intervals thereafter

**Interior Bents:** Subsurface investigation will include a total of eight (8) test borings for each of the interior bents to result in one STB at each bridge interior bent. STB's will extend to 100 feet below existing ground surface or practical refusal. A minimum of ten feet of rock coring is required at practical refusal if encountered before 30 feet. If refusal occurs in the bridge borings prior to reaching a depth of 30 feet, rock coring shall be performed in accordance with the GDM.

### **Embankments, New Slopes, Cross-line Pipes– Final Subsurface Exploration**

- Roadway soil test borings will be performed to a depth as specified in the SCDOT Geotechnical Design Manual.
- Roadway Embankment STBs: Six (6) roadway soil test borings (hand auger borings with dynamic cone penetrometers or SPT borings) will be performed up to depths ranging from 5 to 15 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the SCDOT right-of-way. Final soil test borings will be spaced approximately 1,000 feet along the roadways and will double as culvert borings where practical. Final STBs will combine with the preliminary borings to result in a boring every 500 feet in embankments in accordance with the SCDOT GDM.
- **Cross-Line Pipe/Culvert STBs:** Based on preliminary design information, up to **fifteen cross-line culverts** may be required along the new alignments. Twenty-five (25) additional STBs will be performed at proposed culvert locations along the alignments during the final exploration. The culvert STBs will be advanced to depths ranging from 10 to 15 feet below existing ground surface or practical refusal, whichever is least.
- Four (4) bulk samples will be obtained from proposed cut or borrow areas for the purposes of remolded shear strength, and classification laboratory testing.
- **Undisturbed Soil Sampling:** Up to six (6) undisturbed samples will be obtained from selected locations in accordance with ASTM D1587 for laboratory strength or consolidation testing. Undisturbed samples will be paid per attempted sample; unit price includes the use of a standard thin-walled Shelby Tube sampler and sealing and handling of sample and tube.
- **Auger Probes:** Mud rotary drilling will be performed within 5 feet of selected bridge embankment STBs in order to obtain undisturbed soil samples. Auger probes will be paid per foot. Estimate a total of four (4) auger probe borings to a depth of forty (40) feet each (total of 160 linear feet of auger probe drilling).
- Twenty-four hour water measurements will be made in the SPT and hand auger borings where practical. If twenty-four hour water measurements are not practical, time of

boring water level measurements will be obtained.

### **Other Field Testing Items**

- Mobilization: Mobilization will be estimated for two truck or ATV-mounted drill rigs and will be paid per mile. Unit price includes portal to portal, per rig, with an estimated round trip of 200 miles.
- Mechanized clearing is anticipated to access the bridge, embankment and roadway borings located along the alignment. Assume thirty-two (32) hours of mechanized clearing.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 3.
- Measurement of hammer energy (ASTM D4633) for each SPT drill rig used shall be performed or have been performed within the last one year prior to mobilization.
- Soil and rock samples shall be stored for seven years or until completion of substructure installation, whichever is earlier.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings and drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2488) will be performed by a field engineer and/or field geologist who will have a minimum of 3 years of experience in supervision of field equipment and field personnel.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:

- One-hundred (100) Natural Moisture Content Tests
- One-hundred (100) Grain Size Distributions with wash No. 200 Sieve
- Four (4) Grain Size Distribution with Hydrometer
- One-hundred (100) Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- Two (2) Organic Content Tests
- Two (2) Consolidation tests
- Two (2) Standard Proctor tests
- Four (4) Tri-axial Shear Strength Tests on undisturbed samples
- Two (2) Remolded Tri-axial Shear Tests or Direct Shear Tests depending on soil classification
- One (1) Electro-Chemical (Corrosion Series) Tests
- Eight (8) unconfined compressive strength of hard rock

**Final Bridge and Roadway Geotechnical Engineering Report** – The Final Bridge Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the final geotechnical subsurface explorations in accordance with the GDM Chapter 7. The final geotechnical engineering report shall be written in accordance with the GDM Chapter 21. The final report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Final Bridge Plans.

The Final Roadway Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the final geotechnical subsurface explorations in accordance with the GDM Chapter 7. The final geotechnical engineering report shall be written in accordance with the GDM Chapter 21 and will include final pavement thickness recommendations. The final report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Final Roadway Plans.

The CONSULTANT will notify the COUNTY’S designated Project Manager prior to performing any work on site.

No geotechnical field work will occur inside railroad right of way. The COUNTY will be responsible for obtaining permissions to access private property and for clearing drill rig access on private property.

## **Task 11**

### **ROADWAY STRUCTURES DESIGN AND PLANS**

It is assumed that no retaining walls, culverts, or noise wall designs are included in this scope of services.

## **Task 12**

### **BRIDGE DESIGN AND PLANS**

This task includes design and plan development criteria for the Shop Road Bridge over Mill Creek. There will be no aesthetic requirements for the bridge.

**Bridge Design Criteria** – Bridge design criteria will be in accordance with SCDOT’s *Bridge Design Manual, 2006; Road Design Plan Preparation Guide* and *Highway Design Manual, Standard Drawings for Road Construction, Standard Specifications for Highway Construction,*



2007; SCDOT's Bridge Design Memoranda, and all applicable American Association of State Highway and Transportation Officials (AASHTO) publications.

The following design and construction specifications will be used in the design and preparation of preliminary bridge plans:

- SCDOT Bridge Design Manual, 2006 edition;
- SCDOT Bridge Design Memoranda to RPG Structural Engineers and Design CONSULTANTS, issued after April, 2006;
- AASHTO LRFD Bridge Design Specifications, 9th Edition, with latest Interim revisions;
- SCDOT Bridge Drawings and Details, latest versions;
- SCDOT Road Standard Drawings and Details, latest versions;
- SCDOT Geotechnical Drawings and Details, latest versions;
- SCDOT Geotechnical Design Manual, 2019, Version 2.0;
- SCDOT Seismic Design Specifications for Highway Bridges, 2008 Version 2.0;
- SCDOT Standard Specifications for Highway Construction, 2007 edition;
- SCDOT Load Rating Guidance Document, latest edition;

The proposed bridges are assumed to have an Operational Classification = II and is in Seismic Design Category "A." No detailed seismic analysis is required.

**Conceptual Bridge Plans** – Prior to development of preliminary plans, the CONSULTANT will evaluate alternate bridge layouts based on the parameters of the project and submit a drawing showing the preferred layout and any alternates considered. Concurrence from SCDOT on the preferred alternate is necessary prior to development of preliminary plans. Preliminary design for bridge components will be performed to the extent necessary for verification of structure type, determination of approximate component sizes and feasibility of recommended foundations. A construction staging plan will be included if applicable.

**Preliminary Bridge Plans** – In developing preliminary plans, the CONSULTANT will conform to the proposed roadway alignment, profile, and previously approved bridge alternate. The preliminary plans will be prepared in sufficient detail and in the appropriate format to clearly illustrate significant design features, dimensions and clearances.

Preliminary plans for the bridge will be developed consisting of:

- General drawing showing a plan and elevation view, including existing conditions, proposed geometry, clearances, span arrangement, bridge width, superstructure and substructure type, retaining wall usage (if required) and subsurface investigation information;
- Typical section including bridge width, railing type, superstructure type;
- Elevation showing typical substructure;
- Details and notes necessary to indicate context sensitive features proposed.

Upon completion of preliminary plans, the CONSULTANT will submit one (1) electronic PDF copy of the bridge plans to the COUNTY for review.

**95% Bridge Plans** – The CONSULTANT will develop final design and plans based on approved preliminary plans. The design specifications as noted in the Bridge Design Criteria section of this scope shall be followed by the CONSULTANT in the final design of bridge components. Upon completion of 95% plans, the CONSULTANT will submit one (1) electronic PDF copy of the bridge plans to the COUNTY for review.

No alternate designs for bid will be included in final plans.

**Bridge Construction Plans and Final Quantities** - The CONSULTANT will prepare detailed construction plans for the proposed new bridge structure in accordance with the approved 95% plans. The construction specifications as noted in the Bridge Design Criteria section of this scope shall be followed by the CONSULTANT in preparation of construction plans.

Construction plans shall be prepared in conformity with current practices of SCDOT with regard to method of presentation, scales, and special drawings. Standard drawings of SCDOT shall be made use of, to the extent feasible, and shall be furnished by SCDOT to be modified by the CONSULTANT to fit the particular needs of the project.

Detailed estimates of quantities shall be prepared by the CONSULTANT in conformity with current practices of SCDOT with regard to billing of pay items, special payment notes, and summaries thereof.

Construction drawings prepared by the CONSULTANT shall be on bond plots to the size and standard markings utilized by SCDOT, with the CONSULTANT's name and address added above SCDOT's title block on all plan sheets. Scale of drawings and lettering size shall be such as to provide clear and legible reproductions when reduced to half size. The construction plans shall bear the CONSULTANT's seal and signature of a professional engineer registered in the State of South Carolina on each sheet that is not included for information only.

Upon approval of the final plans, the CONSULTANT shall submit to the COUNTY one (1) digitally signed and sealed PDF copy of the final bridge plans.

**Special Provisions and Engineer's Opinion of Probable Construction Cost** - The CONSULTANT shall prepare detailed specifications and special provisions concerning items of construction and special treatments during construction not covered by SCDOT's standard Supplemental Specifications or standard bridge special provisions. An Engineer's Opinion of Probable Construction Cost will be developed for the bridge based on the final quantities tabulated and estimated unit costs. An Engineer's construction time estimate will also be included.

## Task 13

## SUBSURFACE UTILITIES ENGINEERING (SUE)

Within 45 days of Notice to Proceed for the contract, the CONSULTANT will provide the COUNTY with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner, and material type. This information will be used to specifically define the limits of the SUE work to be performed.

The CONSULTANT shall perform work in two phases. The first phase consists of designating services (Quality Level B, C and D). For the purpose of this agreement, “designate” shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, “locate” means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The CONSULTANT shall provide these services as an aide in the design of right-of-way and construction plans for the project.

Unless specifically stated otherwise, the CONSULTANT shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Designating shall be estimated on a cost per linear foot basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Locating shall be estimated on a per-each basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Direct charges for mileage, meals, lodging and reproductions shall be shown separately. Traffic control shall be estimated on a per day basis and shown separately. No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating.

### Designating –

A. In the performing of designating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of **Quality Level B** information for approximately **32,900** LF of underground utilities.
2. Provide all equipment, personnel and supplies necessary for the completion of **Quality Level C** information for approximately **3,290** LF of underground utilities.
3. Provide all equipment, personnel and supplies necessary for the completion of **Quality Level D** information for approximately **3,290** LF of underground utilities.
4. Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately **5 Gravity Sewer Manhole** utilities.
5. Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately **44 Aerial utilities**.
6. Conduct appropriate records and as-built plans research and investigate site conditions. Digital copies of records and as-built plans research to be provided to COUNTY.
7. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of way.

8. Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
9. Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
10. Draft survey information using SCDOT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
11. Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

B. In the performing of designating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.

The CONSULTANT will notify the COUNTY immediately should additional SUE be recommended. The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

### Locating –

A. In the performance of locating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A test holes for an estimated 8 test holes.
2. Conduct appropriate records and as-built research and investigate site conditions. All records and as-built research to be made available to the COUNTY.
3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of-way.
4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
5. Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws. The CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.
6. Provide notification to the COUNTY concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when

- reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
7. When an attempt to locate a utility line over an area where SUE was performed does not provide valid vertical data, the test hole shall not be reimbursable by the COUNTY. In the following cases, test holes shall be reimbursed by the COUNTY regardless of obtaining valid vertical data:
    - a. Utility lines buried in materials that cannot be removed by vacuum techniques other than duct banks,  
The CONSULTANT to provide a separate unit cost for “test holes attempted” and any test holes that do not provide valid vertical data, shall be paid at this rate.
  8. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
  9. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
  10. Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
  11. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

B. In the performance of locating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.

**Deliverables** –

1. Design file only electronic copy (No pole data and utility data sheet).
2. Provide a Summary Sheet of SUE Quality Level A and certified test hole data sheets.

*Assumptions:*

- All poles, manholes and other above ground appurtenances will be surveyed by the selected topographic or aerial surveyor of record for the project.

**Task 14**

## **UTILITY COORDINATION**

### **General Responsibilities and Duties**

1. The CONSULTANT shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.
2. These services shall be performed by individuals skilled and experienced in utility coordination services
3. The CONSULTANT shall work with designers of the Project to avoid conflicts with utilities where possible and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the COUNTY or some other source. The CONSULTANT will be expected to determine utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.
4. The utility company shall not begin their relocation work until authorized in writing by the COUNTY.

### **Early Utility Coordination (0% Final Plan Drawings) (\*)**

1. Project Preliminary Review: The CONSULTANT shall coordinate with the SCDOT Project Manager to collect and review available project plans and the proposed scope of construction.
2. Utility Introduction Letter: (Required) The CONSULTANT shall develop a Utility Introduction Letter for each utility company. This letter shall be populated by the CONSULTANT with the utility company's information (to include the company's email address) and electronically sent to the COUNTY for signature.
3. Utility Record Collection and Review: The CONSULTANT shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company's requirements for the relocation of their facilities.
4. Early Utility Coordination Email: The CONSULTANT shall prepare the Early Utility Coordination Email. Email to be used as an informal summary of the Early Utility Coordination tasks.

### **Preliminary Utility Report (30% Final Plan Drawings) (\*)**

1. Initial Plan Distribution: The CONSULTANT shall provide the utility company with preliminary design plans as soon as the plans have reached a level of completeness adequate to allow the company to begin understanding the Project impacts.

2. **Coordination Meeting with Utility Companies:** The **CONSULTANT** shall coordinate and conduct a review meeting with the utility companies to assess and explain the impact of the Project to the company. The **SCDOT's** Project Manager, Resident Construction Engineer (RCE), and Utilities Manager (or designee) shall be included in this meeting.
3. **Collection and Review of Prior Right Documentation:** The **CONSULTANT** shall request the prior rights documents for each utility company's facilities. If there is a dispute over prior rights with a utility, the **CONSULTANT** shall be responsible for resolving the dispute and making a recommendation to the **SCDOT**. The **CONSULTANT** shall meet with the **SCDOT's** Project Manager to present the prior rights information gathered. This information must be sufficient for the **SCDOT's** Project Manager to certify the extent of the utility company's prior rights. The **SCDOT** shall have final approval authority as to the **CONSULTANT's** determination of whether the utility company has prior rights.
4. **Preliminary Utility Report:** The **CONSULTANT** shall prepare the Preliminary Utility Report.
5. **Progress Review Meeting:** The **CONSULTANT** shall conduct a progress review meeting with the **SCDOT** Project Manager if requested.

*Deliverable:*

*The **CONSULTANT** shall prepare and submit to **SCDOT** a Preliminary Utility Report which includes:*

- 1) *List of all utility companies and contact information within the project limits.*
- 2) *Utility Company Coordination Meeting Notes.*
- 3) *Preliminary recommendation as to the extent of each utility company's prior rights.*
- 4) *Preliminary assessment of the impact to each utility company, including costs, can best be determined at the time. (Prior rights and Bill 401 only)*
- 5) *Recommendations for In-Contract Utility Relocations.*
- 6) *Recommendations for early Utility Relocations prior to the start of construction.*
- 7) *Preliminary Utility Report to be delivered in electronic format (pdf).*

**Final Utility Report (90% Final Plan Drawings) (\*)**

1. **Relocation Drawing Request:** The **CONSULTANT** shall request each utility company to provide a Relocation Drawing of their affected utilities. The utility company may use the **CONSULTANT's** design plans for preparing Relocation Drawings. These plans shall contain all available data that may be helpful to the utility company in assessing the utility impact. If a party other than the utility company or its agent prepares Relocation Drawings, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Drawings as shown.

2. Utility Agreement Collection: The CONSULTANT shall be responsible for collecting the following from each utility company that is located within the project limits: Relocation Drawings including letter of “no cost” where the company does not have a prior right; Utility Agreements including cost estimate and relocation plans where the company has a prior right; and Letters of “no conflict” where the company’s facilities will not be impacted by the Project.
3. Utility Agreement Review: The CONSULTANT shall review all Relocation Drawings and Utility Agreements to ensure that relocations comply with the SCDOT’s “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONSULTANT shall also ensure that there are no conflicts with the proposed highway improvements and ensure that there are no conflicts between each of the utility company’s relocation plans.
4. Final Utility Report: The CONSULTANT shall prepare the Final Utility Report.

*Deliverables:*

*The CONSULTANT is expected to assemble the information included in the Utility Agreements and Relocation Drawings in a final and complete form and in such a manner that the COUNTY may approve the submittals with minimal review. Each Utility Agreement and Relocation Drawing submitted must be accompanied by a certification from the CONSULTANT stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company’s relocation plan. The report shall also contain the CONSULTANT’s recommendation for approval of the Utility Agreements and Relocation Drawings and the CONSULTANT’s recommendation that, from a utilities standpoint, the Project is ready to be let to contract. The CONSULTANT shall prepare and submit to the COUNTY a Final Utility Report which includes:*

- 1) *List of all utility companies and contact information within the project limits*
- 2) *Utility Companies Coordination Meeting Notes*
- 3) *All prior rights supporting documentation.*
- 4) *Description of each utility company’s relocation plans*
- 5) *Final assessment and explanation of the Project impact to each utility company.*
- 6) *Relocation Drawings*
- 7) *Letters of “No Cost”*
- 8) *Utility Agreements*
- 9) *Letters of “No Conflict”*
- 10) *Recommendation for approval of the Final Utility Agreements and Relocation Drawings*
- 11) *Verification of no conflict of the Final Utility Agreements, Relocation Drawings and the Project*
- 12) *Final estimated utility relocation cost (Prior rights and Bill 401 only)*
- 13) *Utility Conflict Matrix*



### **U-Sheets (100% Plan Drawings) (\*)**

1. U-Sheets (\*): The CONSULTANT shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U- sheets) will be used during the project development, and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.

#### *Deliverables:*

- 1) *U-Sheets*

## **Task 15**

### **UTILITY RELOCATION DESIGN**

Utility relocation design is not included in this scope, but will be negotiated as a contract modification if it is determined that water or sewer lines will need to be relocated as part of this project.

## **Task 16**

### **RIGHT OF WAY COORDINATION AND ACQUISITION**

#### **16.1 Right of Way Management\***

- 16.1.1 The CONSULTANT will search the available tax records to determine ownership and will discuss preliminary engineering activities with the owner based on those records to secure access for wetland delineation, and survey purposes. The survey permission will be secured for a six (6) month timeframe if the owner is agreeable to granting the permission. For the purpose of this scope, it is assumed that permissions will be secured on up to six (6) parcels.

#### **16.2 Right of Way Acquisition Services\***

- 16.2.1 The CONSULTANT shall perform all right-of-way acquisition services in accordance with the following tasks for up to twenty four (24) parcels requiring acquisition or permissions and provide relocation assistance to approximately two (2) displacees if needed:

- 16.2.2 Perform all title searches for properties which must be acquired to construct the project and provide to the COUNTY a Preliminary and Final Certificate of Title signed by a licensed South Carolina attorney (as required by the SCDOT's Right of Way Manual). Titles certificates shall advise all names of any parties that should be included for payments, and if the investigation reveals that condemnation is necessary to clear title, it shall provide names of all parties that should be served with condemnation, provide recording information for those parties who have an interest in the property and advise whether or not advertisement is required. Preliminary title abstracts must be provided prior to the property being appraised.\*
- 16.2.3 Prepare a cost estimate as stated in the SCDOT Appraisal Manual for the project to secure right of way authorization and to be used upon approval by the COUNTY to make offers for those tracts which the just compensation is less than \$20,000 with no damages and/or benefits. Cost estimates shall be submitted to SCDOT Chief Appraiser for approval of just compensation. All offers of just compensation will be based on a written approved appraisal unless prior approval is given to the Contractor by SCDOT. SCDOT may allow offers to be made based on the cost estimates on tracts estimated to be \$20,000 or less and determined by SCDOT to be a non-complicated. In the event the cost estimate offer is rejected by the property owner, a written appraisal shall be required.\*
- 16.2.4 The CONSULTANT will be responsible for having appraisals reviewed. Appraisals will be submitted to the COUNTY and SCDOT for setting of just compensation. Reviews by the COUNTY and SCDOT will occur concurrently and will be accomplished within 5 business days.
- 16.2.5 Acquire in accordance with all state laws and regulations, both Federal and State, and in the name of the County, the right of way necessary to construct the project. Title shall be in fee simple absolute and have a recordable warranty deed unless otherwise authorized by SCDOT and the COUNTY. The title shall be filed, within seven (7) days of payment to the landowner, in the Register Of Deeds office in Richland County and the original file stamped instrument will be returned to the COUNTY. The CONSULTANT is responsible for all cost associated with recording of the deeds. The Consultant shall submit Deed for property owner payment within 30 days of the execution date on the Deed.
- 16.2.6 Prepare forty five (45) exhibits in accordance with SCDOT's exhibit preparation guide. \*
- 16.2.7 In the event of condemnation the necessary documents as required by the Eminent Domain Procedure Act Sections 28-2-10 et. Seg., South Carolina Code of Laws (1976) as amended will be prepared and submitted electronically to the County's attorney as directed, for the attorney to file the case with the Clerk of Court. The procedure for Condemnation shall be by way of trial after rejection of the amount tendered as provided in Section 28-2-240.\*
- 16.2.8 The CONSULTANT shall provide relocation assistance in accordance with all state laws and regulations, both Federal and State, to those displaced as a result of the project. Ninety (90) day notices of displacement shall be issued by the

CONSULTANT upon the initiation of negotiations and 30-day notices issued upon securing title to the property by deed or condemnation.\*

16.2.9 Retain all records dealing with property acquisition and all other costs associated with this project for three (3) years after the final acquisition for the project.

16.2.10 CONSULTANT is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process. The Consultant Shall return all corrections to the COUNTY within 15 business days from date of returned to the Consultant.\*

16.2.11 Provide a final moving items list, removal and disposal items lists, and a UST and fencing list based on the appraisal and negotiations in accordance with the COUNTY's construction schedule.\*

## **SCHEDULE**

The CONSULTANT proposes to acquire the right of way consisting of approximately twenty four (24) properties and provide relocation assistance to approximately two (2) displaces within fifteen (15) months of the NTP by the COUNTY.

### *TASK 16 Assumptions:*

- 15-month ROW Acquisition schedule will begin upon receipt of notice to proceed from the COUNTY and is contingent upon receiving approved Right of Way Plans within 60 days of the notice to proceed.
- The COUNTY will be responsible for any risks, schedule delays, and additional costs due to rework if the COUNTY provides notice to proceed prior to authorization to proceed with ROW acquisition from SCDOT. SCDOT typically provides authorization to proceed with ROW acquisition following the approval of ROW Plans.
- SCDOT and the COUNTY will provide set just compensation within 5 business days of receiving the reviewed appraisal report.
- The COUNTY will authorize the use of condemnation should settlements not be reached.
- The CONSULTANT will have a point of contact with the COUNTY that is authorized to approve settlements and approve filing of condemnation actions. These approvals will be given within 3 business days.
- The CONSULTANT is authorized to begin initial right of way background work upon submittal of Right of Way Plans to SCDOT.
- No permissions will be required. All work will be covered by right of way or temporary right of way.
- At the end of the 13<sup>th</sup> month of the ROW acquisition schedule, the CONSULTANT will turn in any tract not settled for condemnation. Tracts will be submitted to the COUNTY and the COUNTY will file the condemnation within 30 days.

**Task 17****RAILROAD COORDINATION**

The CONSULTANT will assist the COUNTY in obtaining Preliminary Design (PE) Agreement(s) and any specific requirements that the Railroad may have at this site.

The CONSULTANT will provide copies of the Railroad Agreement(s) and any additional requirements of the Railroad to the COUNTY for a legal review and concurrence. The CONSULTANT will not perform any negotiations regarding the terms of the agreements with the Railroads; this is to be performed by the COUNTY or the OWNER.

The CONSULTANT will determine the limits of Railroad right-of-way based on property plans, old plans, and/or tax maps and show the right-of-way limits relative to the information in the location survey. This information will be provided to the Railroad for concurrence and the CONSULTANT will coordinate with the Railroad regarding any discrepancies in the right-of-way.

The CONSULTANT anticipates that a right-of-entry agreement with the Railroad may be required for SUE, surveys, and other design tasks that may require encroachment onto Railroad right-of-way. The CONSULTANT will coordinate to obtain this permit if necessary. The CONSULTANT will coordinate with the Railroad flagman concerning times when field operations will be occurring within the railroad right-of-way.

The CONSULTANT will reimburse the Railroad for required flagman operations associated with pre-construction surveys, SUE and geotechnical investigations. The CONSULTANT will purchase a Railroad Public Liability insurance rider under the Railroads' policy to cover field operations. The CONSULTANT will invoice these costs to the COUNTY as a reimbursable expense.

Upon concurrence by the COUNTY on the terms of the PE Agreement(s), the CONSULTANT will coordinate with the COUNTY to complete the PE Agreement(s) and provide the completed PE Agreement(s) to the COUNTY for execution. Execution of the PE Agreement(s) is required for the Railroad to perform their review of the preliminary plans.

The CONSULTANT will coordinate with the Railroad and will include any necessary Special Provisions conveying all applicable requirements of the Railroad during construction; this includes but is not limited to special insurance requirements, flagging requirements, requirements to facilitate construction inspection by railroad representatives, etc.

The CONSULTANT will NOT reimburse the Railroad for submittal fees and engineering services and handling costs associated with their internal plan approval and coordination process. These costs, if any, will be negotiated in the agreement signed between the COUNTY and the Railroad.

**Task 18****CONSTRUCTION PHASE SERVICES**

**Bid Document** – The CONSULTANT will prepare the bid package to be in general concurrence with the example bid package provided to the CONSULTANT by the COUNTY. Included within the bid package will be instructions for bidders, general conditions and provisions, supplemental specifications, special provisions, project utility report, contract documents, and closeout documents. The COUNTY shall provide the general conditions to the CONSULTANT.

The CONSULTANT will provide the bid package to the COUNTY for the CONTRACTORS to acquire the bid package from.

The COUNTY will be responsible for advertising the project for construction.

**Pre-Bid Meeting** – The CONSULTANT will attend one (1) Pre-Bid Meeting with the COUNTY. The COUNTY is to provide the location for the Pre-Bid Meeting. The CONSULTANT will provide bid instructions and answer questions, as needed, at and following the pre-bid conference.

**Pre-Construction/Partnering Conference** – The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume one Pre-Construction/Partnering Conference.

**Construction Phase Project Meetings** – The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume 24 meetings. The CONSULTANT will not be responsible for agendas, minutes, or other materials for this task.

**Construction Phase Assistance** - The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume 4 hours per month for project construction duration of 30 months.

**Construction Revisions** – The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume 3 construction revisions.

**Shop Plans and Working Drawings Review** – The CONSULTANT will review the Contractor’s shop drawings and working drawings as required by the 2007 Edition of the *Standard Specifications for Highway Construction*, in a timely manner following award of contract and during construction. This includes retaining wall and bridge components only.

**Geotechnical Design and Construction Services** – The CONSULTANT shall also provide geotechnical construction engineering services which shall include the following bridge related items:

- Written evaluation of contractor’s pile installation plan.
  - Written evaluation of contractor’s submitted hammer using Wave Equation.
  - Observation of pile driving during PDA testing and/or during installation of the first piles.
  - Written evaluation of PDA results. The PDA testing will be performed under a separate CE&I contract issued by the COUNTY or by the CONTRACTOR.
  - Pile Driving Criteria and bearing charts for use by inspectors in the field.
  - General pile driving troubleshooting.
  - General embankment construction troubleshooting
  - Written evaluation of soil strength testing on borrow excavation materials
  - The scope of services shall be conducted according to SCDOT’s Standard Specifications, supplemental specifications, and/or plan notes.
- 
- Ninety-six (96) hours will be budgeted by the CONSULTANT for the services listed above.

**As-Built Plans** – The CONSULTANT will develop as-built plans in accordance with the SCDOT Manual of Instructions for the Preparation of As-Built Plans (November 4, 2009) and the 2015 As-Built Manual. This will be a Lump Sum (LS) payment for this deliverable that will be negotiated as a contract modification following the development of Right of Way Plans.

**Letter of Map Revision (LOMR)** – The CONSULTANT will update the proposed conditions model for the Mill Creek crossing with post construction as-built data from the as-built plans as provided by the county. The CONSULTANT will prepare updated FIRM maps and a project summary report. The CONSULTANT will prepare property owner notifications and provide them to the COUNTY for distribution. The CONSULTANT will prepare the LOMR submittal package and submit to FEMA upon approval from the COUNTY. The CONSULTANT will coordinate as necessary with FEMA for final approval of the LOMR. All required review and permitting fees will be provided by the COUNTY.

**Construction Engineering & Inspection (CEI)** – If requested by the COUNTY, the CONSULTANT will prepare scope and fee for CEI services as a work authorization under the County’s on-call CE&I contract.

## Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Landscaping and irrigation plans
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. SCDOT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by SCDOT
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Right-of-way acquisition, exhibits, negotiations, or appraisals
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work

## Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

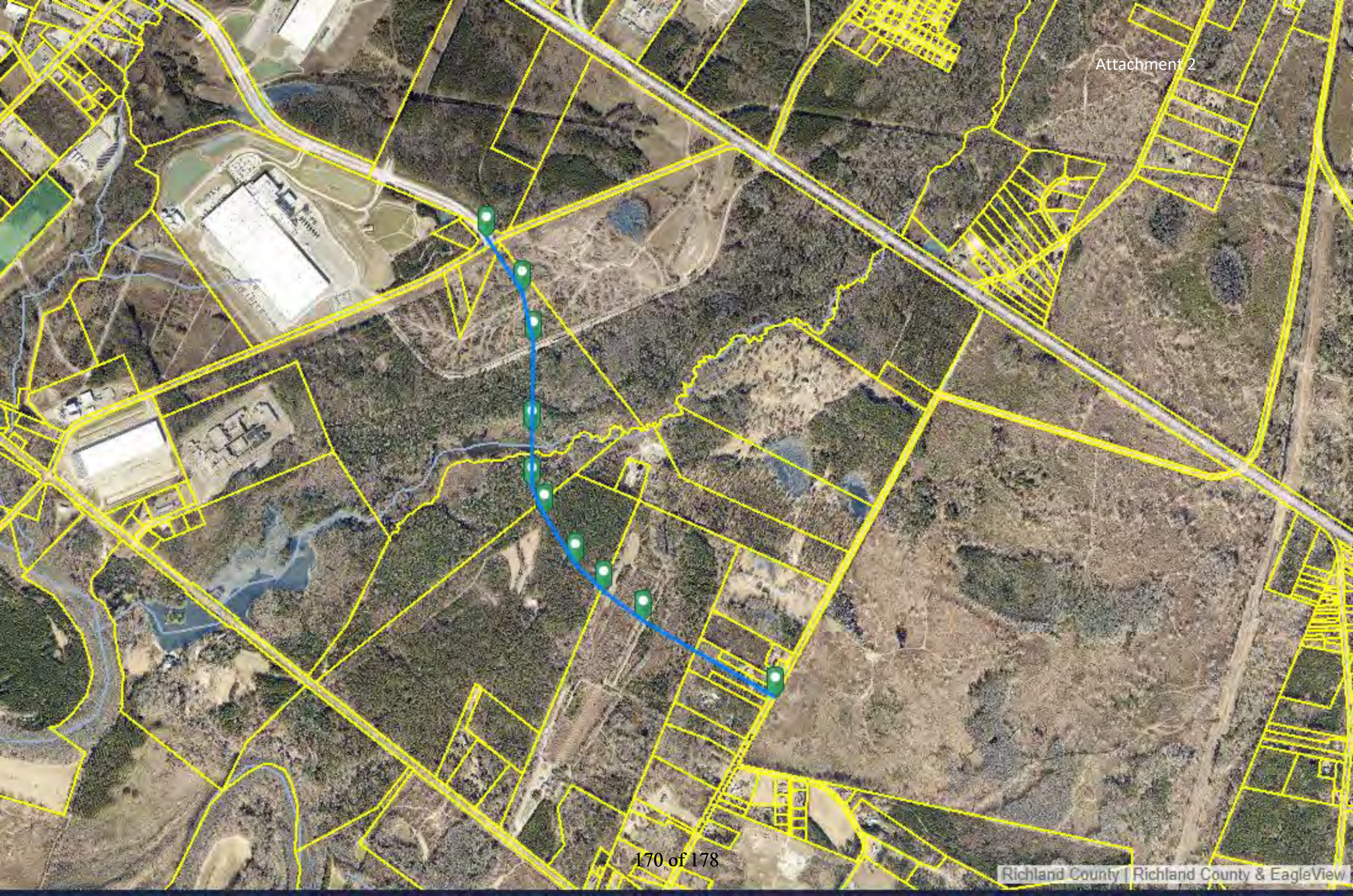
- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Eminent Domain advertisement notice.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting.
- Base mapping for the project study area.
- Contract documents (project specific special provisions to be supplied by CONSULTANT)



## Project Deliverables

The CONSULTANT will submit the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

- Monthly status updates
- Meeting agendas and minutes
- Permit Determination Form
- Approved Jurisdictional Determinations
- SCDOT USACE Individual Permit Application Package, including supplemental documentation
- Attendance at one (1) public meeting
- Public Meeting displays & documents (hard copies and PDF versions), as stated in scope
- Recommendation for extent of SUE services – 45 days from NTP
- Full size color plots of SUE sheets along with Microstation/PDF electronic files
- Preliminary Plans
- Preliminary Right-of-Way Plans
- Final Right-of-Way Plans
- Final Right-of-Way Microstation files
- Right-of-Way Plans stage construction cost estimates
- Traffic Signal Warrant Studies & Technical Memo
- Preliminary and final traffic signal design
- Transportation Operations Plan and Public Information Plan
- Stormwater Management Report
- Bridge geotechnical boring plan
- Preliminary and final geotechnical roadway reports
- Preliminary bridge plans
- 95% bridge plans
- Preliminary Roadway Construction Plans
- Final Roadway Construction Plans, project specific specifications, and Engineer's construction cost estimate
- Final bridge construction plans, project specific specifications, and Engineer's opinion of probable construction cost
- NPDES permit application/Notice of Intent
- Erosion control computations, if necessary
- CLOMR for Shop Road at Mill Creek





## **REQUEST OF ACTION**

**Subject:** FY25 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 2.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
Junior League of Columbia	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 35,500</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 93,550</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 4 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$3,000** for District 4.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$104,750
SC Gospel Quartet Awards	\$ 3,000
<b>Total Allocation</b>	<b>\$ 3,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 33,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$151,175</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 8 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$8,000** for District 8.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$142,800
Junior League of Columbia	\$ 5,000
Black Pages International	\$ 3,000
<b>Total Allocation</b>	<b>\$ 8,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 63,500</b>
<b>Remaining FY2025 Balance</b>	<b>\$153,725</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.





## **REQUEST OF ACTION**

**Subject:** FY25 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$6,000** for District 9.

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY25, Regular Council Meeting – June 18, 2024:** Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Pink & Green Community Service Foundation	\$ 6,000
<b>Total Allocation</b>	<b>\$ 6,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 56,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$253,360</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.