

RICHLAND COUNTY

ADMINISTRATION AND FINANCE COMMITTEE

AGENDA



TUESDAY MAY 20, 2025

6:00 PM

COUNCIL CHAMBERS



Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Tyra Little
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Tish Dozier Alleyne
District 8



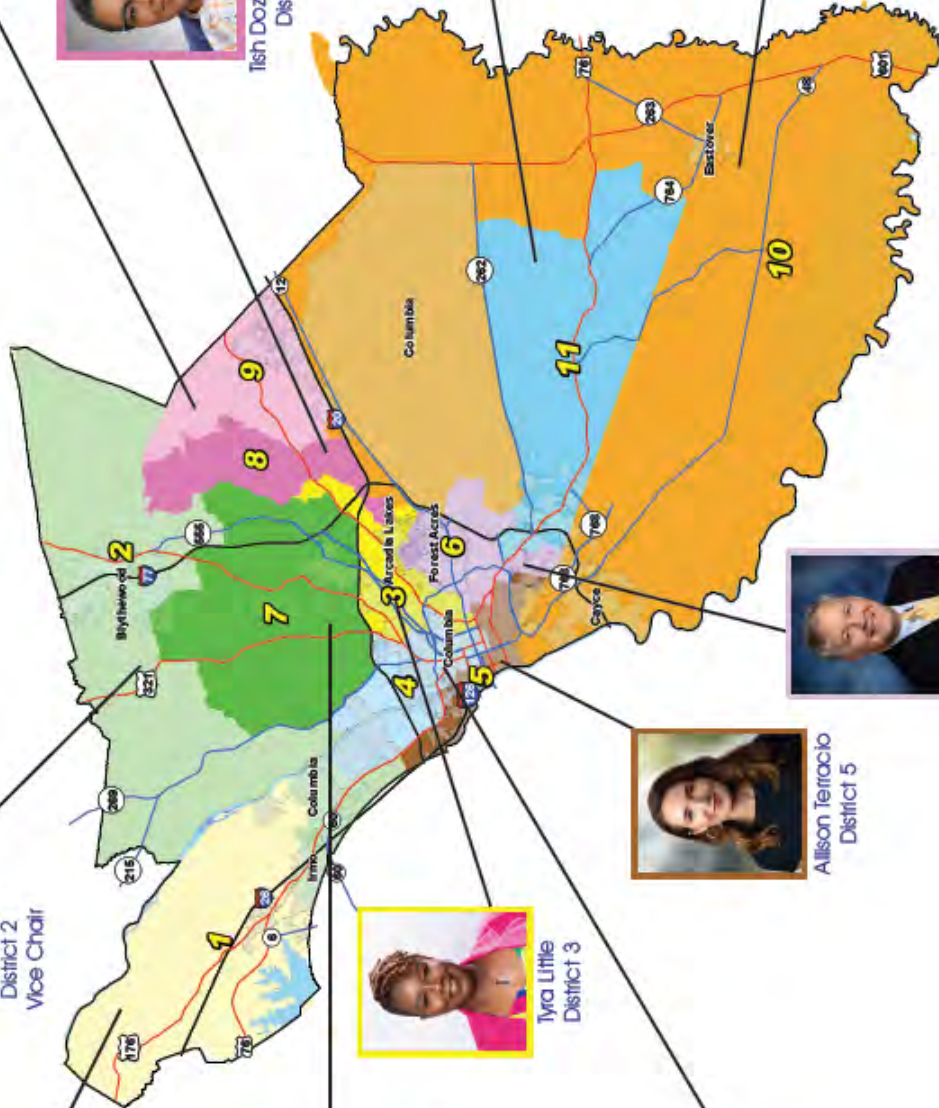
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Macley
District 9
Chair





**Richland County
Administration and Finance Committee**

AGENDA

May 20, 2025 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Derrek Pugh, Chair	The Honorable Tyra K. Little	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Tish Dozier Alleyne
County Council District 2	County Council District 3	County Council District 4	County Council District 6	County Council District 8

1. **CALL TO ORDER** The Honorable Derrek Pugh, Chair
 - a. Roll Call
2. **APPROVAL OF MINUTES** The Honorable Derrek Pugh
 - a. April 22, 2025 [\[PAGES 5-8\]](#)
3. **APPROVAL OF AGENDA** The Honorable Derrek Pugh
4. **ITEMS FOR ACTION** The Honorable Derrek Pugh
 - a. Utilities - Metron-Farnier, LLC [\[PAGES 9-11\]](#)
 - b. Utilities - Equipment Purchase from Pete Duty Associates, Carolina Lift Station, P&S Construction [\[PAGES 12-16\]](#)
 - c. Risk Management - Fleet - One-Year First Vehicle Services extension [\[PAGES 17-19\]](#)
 - d. Public Works - Solid Waste & Recycling - Municipal Solid Waste Host Agreement [\[PAGES 20-42\]](#)
 - e. Public Works - Stormwater Management - Hickory Ridge Conveyance System Upgrades [\[PAGES 43-46\]](#)
5. **ADJOURN** The Honorable Derrek Pugh



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
Administration and Finance Committee Meeting
MINUTES
April 22, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Derrek Pugh, Chair; Tyra K. Little, Paul Livingston, Don Weaver, and Tish Dozier Alleyne.

OTHERS PRESENT: Council Chair Jesica Mackey, Councilwoman Allison Terracio, Councilwoman Chakisse Newton, Councilwoman Gretchen Barron, Councilwoman Cheryl English, Councilman Branham, Anette Kirylo, Patrick Wright, Ashiya Myers, Angela Weathersby, Lori Thomas, Michelle Onley, Kenny Bowen, Leonardo Brown, Aric Jensen, Jackie Hancock, Kyle Holsclaw, Stacey Hamm, Quinton Epps, Callison Richardson, Marcus Smith, Sarah Harris, and Adrienne Jackson

1. **CALL TO ORDER** – Chairman Derrek Pugh called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **March 25, 2025** – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Alleyne.
In Favor: Pugh, Little, Livingston, Weaver, and Alleyne
The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. Alleyne moved to adopt the agenda as published, seconded by Mr. Livingston.
In Favor: Pugh, Little, Livingston, Weaver, and Alleyne
The vote in favor was unanimous.
4. **ITEMS FOR INFORMATION/DISCUSSION**
 - a. **Grants & Community Outreach – Updates on Emergency Solutions Grant and Community Development Block Grant Projects** – Ms. Callison Richardson, Grants and Community Outreach Division Manager, provided an update on the Emergency Solutions Grant (ESG).

The Emergency Solutions Grant is a narrow set of funding for which only organizations active in the local Continuum of Care supporting homeless prevention and assistance efforts are eligible to receive. Historically, the ESG funding went to the State of South Carolina, but the County received an ESG allocation of \$150,000 in the 2023 Program Year. The County worked with HUD to supplement the organizations that received less funding from the State. The organizations did not have to go through the County. They applied through their normal State application process. She noted that \$25,000 goes into homeless prevention (e.g., rental and utility assistance). The Salvation Army will receive \$20,000, and Cooperative Ministry will receive \$5,000. These organizations currently have this funding available to assist the residents.

During the public comment period, it was pointed out that Richland School District II's social worker reached out and provided feedback on what she is seeing at the schools. They have a rental and utility assistance program. They set aside \$20,000/yr. to help their families, and have requested to receive a

portion of the ESG funding. One of the recommendations could be allowing each school district to receive a portion of any future ESG funding.

Ms. Barron inquired how the amount of rent paid is determined.

Ms. Richardson responded that they are used to running these with ESG, which is good for us. They are only allowed to assist families who have a demonstrated emergency situation. There is a documentation process where the family has to show a job loss or something has happened to tip them into the situation. The family is only allowed to receive three months of assistance.

Marcus Smith runs the Community Development Block Grant (CDBG) program. We are preparing the Annual Action Plan for presentation to the Council in June. She noted that one of the projects we recommended for funding in last year's Annual Action Plan was with Vital Connections of the Midlands. They are a non-profit childcare provider with locations across the County. They applied to acquire the building in Hopkins, where they had been renting and providing maintenance for years. At the time, the church was positioned to sell them the building. In the fall, the church backed out of the sale. The County was still willing to assist with some repair work, but the church would have to be a part of the contract. The project just never got off the ground, so the County has had to rescind the award of \$205,000.

According to HUD rules, the County must do a substantial amendment. There will be a public process to put it out for the community to recommend a different project. The recommendation will come back to Council for approval. The following projects have been identified as potential CDBG investment opportunities: (1) Brush Truck purchase for Columbia-Richland Fire Department, (2) Renovations at a First Steps Childcare Center, and (3) Facility Improvements for a Local Youth Shelter.

5. ITEMS FOR ACTION

- a. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance [LITTLE and TERRACIO – February 24, 2025] – The County Administrator, Leonardo Brown, stated the committee members have been provided with a draft ordinance.

Ms. Alleyne mentioned the briefing document indicates there are costs associated with training individuals to positively identify a hate crime, but it then goes on to outline that there are some no-cost options. She inquired if the stakeholders choose not to utilize the no-cost options, does staff have an estimate on what it would cost for training implementation? Or would the costs be absorbed by the stakeholders' budgets?

Ms. Little responded that the Sheriff's Department will not incur any additional cost because it is already included in their annual training. If the offender is 17 and under, there is a camp they can attend.

Mr. Patrick Wright, County Attorney, emphasized the hate intimidation ordinance acts as an enhancement to other potential crimes and will never stand alone.

Ms. Newton noted the 3rd paragraph reads: "WHEREAS, the County of Richland is responsible for protecting the health, safety, and welfare of those in its community and for enacting ordinances not inconsistent with the Constitution and general law of this State..." and contains a double negative and asks if the language needed to be changed.

Mr. Wright indicated the language does not need to be updated.

Ms. Barron gave an example of a personal experience in which this ordinance could have been applied had it been in place. At the time of this incident, there was nothing the Sheriff's Department could do to assist her.

Ms. Little moved to forward this to Council with a recommendation to approve the ordinance, seconded by Mr. Livingston.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

- b. Community Planning & Development – Conservation – Conservation Fund Easement – Cabin Creek Properties [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] [EXECUTIVE SESSION]

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

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

***The Committee went into Executive Session at approximately 6:37 PM
and came out at approximately 6:54 PM***

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

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

Mr. Pugh indicated that the Committee entered into Executive Session to receive legal advice. No action was taken in Executive Session.

Mr. Quinton Epps, Conservation Division Manager, stated that the staff and the Conservation Commission recommend selling a conservation easement on 734.43 acres known as the Cabin Creek Properties at \$1,000 per acre.

Mr. Livingston moved to forward a recommendation to Council to hold off on the sale until we receive an assessment of the County's current properties, seconded by Mr. Weaver.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

Mr. Brown stated, for clarification, that after we complete a comprehensive review of the County's properties, we will bring this item back before the committee.

- c. Grants & Community Outreach – HOME Project with Columbia Housing Authority – Ms. Richardson stated this grant is predominantly for the development of affordable housing. The County has \$137,000 in HOME funds expiring in September 2025. The funds are on our line of credit because the subrecipient on a home that was developed with the funds lost control of the property. The home was foreclosed on. Some of the paperwork was not there to ensure that there was a restrictive covenant to catch it before it went into foreclosure. The subrecipient repaid the funds to the County, and the County returned the funds to HUD. Then HUD instructs the County to reinvest them. Staff is requesting to move forward with the project they have been working on with the Columbia Housing Authority.

The Columbia Housing Authority is undergoing a conversion and essentially getting out of property ownership. One strategy is Section 32, which includes all the single-family homes it controls. The Columbia Housing Authority owns 150 single-family homes scattered throughout the County. Some of them are nuisance properties, some are boarded up, and some will have to be torn down. The ones that can be rehabilitated will go through a rehabilitation process. They will then go through a lease-to-own process for an eligible family. If there is currently a family living in the house, they will be given an opportunity to have their home rehabilitated and then go through the process to purchase the home. The Columbia Housing Authority has a great housing counseling program and would work to ensure the family is ready to take on the responsibility. The County is considering taking three properties and expending the funding that must be utilized by September to complete the home repairs. The homes are located in Council Districts 2, 7, and 9.

Mr. Livingston inquired who the families would be leasing the property from.

Ms. Richardson replied that the Columbia Housing Authority would still lease the property. The families would be required to purchase the home within three years. Each family has vouchers to assist with rent, which will transition into a mortgage assistance voucher at the closing.

Mr. Weaver asked what percentage of participants close on the home.

Ms. Richardson indicated this is a new avenue to offload the inventory, so we do not know how many people will successfully go from lease-to-own.

Mr. Branham inquired if the title would remain with the Columbia Housing Authority until the full purchase price was paid.

Ms. Richardson responded in the affirmative. The County will invest the money to renovate the house, and the Columbia Housing Authority will continue to own it. There would be an agreement between the lessor and the Columbia Housing Authority. When the family is ready to close, the property will transfer to them. They would be required to secure a traditional loan within three years.

Mr. Livingston moved to forward to Council with a recommendation to approve and authorize the County Administrator to execute a contract with Columbia Housing contingent on successful underwriting and certification of the Environmental Review Record for a \$334,269.00 HUD-funded affordable housing activity resulting in the rehabilitation of three single-family rental homes that will convert to lease-to-own opportunities for eligible residents. Mr. Weaver seconded the motion.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

- 1, **ADJOURNMENT**: Councilwoman Alleyne motion to adjourn the meeting, Councilman Weaver second the motion

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

The meeting adjourned at approximately 6:58 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Jani Tariq Hussain	Title:	Deputy Director	
Department:	Utilities	Division:	Administration	
Date Prepared:	April 15, 2025	Meeting Date:	May 6, 2025	
Legal Review	Patrick Wright via email		Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email		Date:	May 8, 2025
Finance Review	Stacey Hamm via email		Date:	May 8, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Administration & Finance			
Subject	Water Meters Purchase Order			

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to purchase smart water meters from Metron-Farnier, LLC.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funding is available in the Utilities the water system annual budget. Each meter costs \$375.00 plus shipping and tax; staff anticipates replacing 420 remaining water meters. The total quoted cost is \$170,550.00 [\$157,500 (meters) + \$450 (shipping) + \$12,600 (tax)].

Applicable fund, cost center, and spend category:

Fund:2110

Cost Center: 3671

Spend Category: Repairs-Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A request for bids was issued in 2022 for the purchase of 560 meters in nine phases. There was one submission from Metron-Farnier that was deemed responsive and responsible. The Utilities department anticipated ordering 70 meters per year, and at that volume the award would not have required council approval. However the volume of purchases has been significantly less and this purchase will exceed the threshold for council approval.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There was no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Some of the existing Richland County Utilities (RCU) meters are outdated as the manufacturer has stopped supporting the hardware and no longer provides software upgrades, causing the meters to report “zero” use or to be non-responsive. The sub-standard performance has led to inaccurate billing.

Replacing the meters will require an update to a new meter platform via the County’s current meter manufacturer, Metron-Farnier, LLC. The platform requires an annual fee which includes:

- network set-up;
- data collection tools;
- a third-party to analyze collected data to generate customer billing information.

RCU will replace meters as they become unrepairable. Water meters are necessary to serve the customers connected to the water system and to accurately bill them each month.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility.

Goal: Establish Operational Excellence

SUMMATIVE OVERALL COUNTY IMPACT:

- Smart meters allow staff to run daily and monthly reports remotely
- Realized cost-savings via reduced vehicle use from physical meter readings
- Instant system alerts for leaks, which reduce water-waste, resulting in expedient repairs

ADDITIONAL COMMENTS FOR CONSIDERATION:

Richland County Utilities has used the 130 Metron-Farnier, LLC smart meters since 2022. The meters follow the American Water Works Association (AWWA) C710 standards with superior grade materials. High-quality manufacturing standards allow for years of high performance with no maintenance. The meter interface has the option for multiple cellular device access, Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI), and supervisory control and data acquisition (SCADA) outputs. Smart meters, software, training, and cellular network cost are included with the meter for up to ten years.

ATTACHMENTS:

1. Bid tabulation

RC-488-B-2022 Water Meters
 Due: January 20, 2022 @ 3:00PM

Total Cost

Metron Farnier

\$ 205,000.0

#	Items	Quantity Required	Unit Price	Total Cost
#0-1	3/4" AMI watermeter	560	\$365	\$204,400.00
#0-2	delivery	1	\$600	\$600
#0-3	set up	1	\$0	\$0
#0-4	training	1	\$0	\$0
#0-5	software	1	\$0	\$0

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Jani Tariq Hussain	Title:	Deputy Director		
Department:	Utilities	Division:			
Date Prepared:	April 10, 2025	Meeting Date:	May 20, 2025		
Legal Review	Patrick Wright via email		Date:	May 6, 2025	
Budget Review	Maddison Wilkerson via email		Date:	May 8, 2025	
Finance Review	Stacey Hamm via email		Date:	May 8, 2025	
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Meeting/Committee		Administration & Finance			
Subject		Equipment Purchase from Pete Duty Associates, Carolina Lift Station, P&S Construction			

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council's approval to increase purchase order by \$200,000 for the equipment and services outlined below for the next five years.

- Replacement pumps and equipment from Pete Duty Associates, and
- Repair and maintenance services from Carolina Lift Stations and P&S Construction.

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 cost of replacement pumps, equipment, and repair services has increased. Staff estimates the cost throughout the current and next five fiscal years for these items will be \$200,000 per vendor.

Applicable fund, cost center, and spend category:

Fund: 2110

Cost Center: 3670

Spend Category: Repairs – Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Carolina Lift and P&S Constructions were responsive to RC-551-Q-23 Pump Station Maintenance & Repair Services request for qualification solicitation; other vendors do not have full range services and expertise. Pete Duty Associates is the sole source vendor for Richland County Utilities' pumps.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County utilizes Pete Duty Associates to supply sole-source equipment replacements for repairs to existing equipment for pump stations and the wastewater plants. Pete Duty Associates is the regional supplier of many of the County's pumps and process equipment.

Carolina Lift Station and P&S Construction are often utilized for repairs to piping or equipment. County operations and maintenance staff frequently need to utilize an entity with specialized equipment experience or with specific skills to expedite the repairs or replacement of certain equipment or assets. The County uses these contractors for grease removal, wetwell cleaning, and annual pump station assessments.

Failure to repair and/or replacement equipment in a timely fashion could result in regulatory violations or sanitary sewer overflows.

MOTION OF ORIGIN:

Item 13e. Utilities – Exceeding Purchase Order Limits

“... to approve the Consent Items.”

Council Member	The Honorable Jesica Mackey, District 6
Meeting	Regular Session
Date	June 6, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department requests approval to increase the purchase order limit for Pete Duty Associates, Carolina Lift Station, and P&S Construction.

The current pumps at the County's lift stations are reaching the end of their life expectancy. The existing pumps are becoming unrepairable and/or the repair cost has increased to a level close to replacement value.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility.

Goal: Establish Operational Excellence

SUMMATIVE OVERALL COUNTY IMPACT:

- Pete Duty supplies essential specialized equipment, including pumps and mixers, critical to the operation of the County's water and wastewater systems.
- Carolina Lift Stations provides vital repair services for pumps, mixers, and lift station components, ensuring the reliability of these systems.
- P&S handles emergency repairs to force mains and gravity lines in situations where County staff cannot safely operate due to excessive trench depth or other risk factors.
- Delaying necessary maintenance increases the likelihood of regulatory violations and the potential for sanitary sewer overflows.

- Postponed maintenance and repairs reduce system reliability and diminish the level of service provided to County residents.

ADDITIONAL COMMENTS FOR CONSIDERATION:

There is currently a \$200,000 limit for these vendors which requires renewal for next five years. If the limit is not increased, the County will have to defer maintenance or replacement of needed equipment until the next fiscal year. By deferring maintenance, staff has found that the budget for these vendors is exhausted immediately at the beginning of the fiscal year, causing the same shortages year after year.

ATTACHMENTS:

1. Council Minutes

10. REPORT OF THE COUNTY ADMINISTRATOR

- a. Harvest Hope Food Drive – Mr. Leonardo Brown, County Administrator, mentioned the County is working with Harvest Hope Food Bank on a food drive. Between June 1-28, 2023, individuals can drop off non-perishable items at the following locations:

1. 2500 Decker Boulevard
2. 2020 Hampton Street
3. 400 Powell Road
4. 7525 Broad River Road
5. 1700 Main Street

At the end of the food drive, Harvest Hope will host their mobile food market to distribute fresh produce to the community on June 28th at the Columbia Place Mall – Sears Parking Lot from 9:00 – 11:00 AM. The County will be partnering with Harvest Hope on this endeavor.

- b. Elections and Voter Registration Office – Mr. Brown indicated the County has been working with the Elections and Voter Registration Office for a couple of years to address their concerns regarding their services, warehouse, and equipment. The new director has reached out and would like to continue addressing the concerns. He noted individuals sometimes believe County Council has jurisdiction over the office and are unaware that you do not. The Richland County Delegation appoints members to the board, and the board employs a director that oversees the local office.

Mr. Walker inquired where we are with assisting Elections and Voter Registration concerning the storage of the voting machines.

Mr. Brown replied one of the things we committed to was providing a long-term solution. We consistently communicated the Columbia Place Mall could offer a solution and are addressing the facility for that purpose. In the meantime, there was a communication and request for the office to let us know what they needed and provide us with a budgetary consideration, which would be presented to Council during the budget process.

Mr. Walker inquired if the staff had received a budget request.

Mr. Brown responded they did not receive anything through the budget process. They did receive a follow-up indicating they would like to move forward.

Mr. Walker inquired if we take action on the budget tonight, and we do not have an official ask for dollars to store these machines; where does that leave us on July 1, 2023?

Mr. Brown stated this means we have to find ways to be flexible. There was some information proposed recently that may be doable. He noted they have a meeting scheduled for later this week. He acknowledged it might not affect a budgetary decision for FY23-24.

Ms. Mackey moved to direct the County Administrator to work with the Elections and Voter Registration Office to resolve this issue as soon as possible, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

11. REPORT OF THE CLERK OF COUNCIL

- a. June 13, 2023: Special Called Meeting – Ms. Anette Kyrlo, Clerk to Council, reminded Council and the public that the next Council meeting would be June 13, 2023.

12. REPORT OF THE CHAIR – No report was given.**13. APPROVAL OF CONSENT ITEMS**

- a. Department of Public Work – Engineering Division – Carolina Crossroads – Center Point Rd. Right-of-Way
- b. Department of Public Works – Engineering Division – Lake Dogwood Circle S. Right-of-Way
- c. Office of Procurement & Contracting – County-wide Contract Award for RC-568-P-23; Printing, Mailing and Post Services
- d. Utilities – Transfer of Deeds – Arthurtown/Little Camden/Taylors Sanitary Sewer [FIRST READING]
- e. Utilities – Exceeding Purchase Order Limits
- f. Department of Public Works – Solid Waste & Recycling Division – Collection Area 5B Contract Renewal

g. Department of Public Works – Solid Waste & Recycling Division – Collection Area 7 Contract Renewal

Ms. Mackey moved to approve the Consent Items, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider the Consent Items, seconded by Ms. Mackey.

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

The motion for reconsideration failed.

14. **THIRD READING ITEM**

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2024) for Richland County, South Carolina for Fiscal Year beginning July 1, 2023 and ending June 30, 2024. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2023 and ending June 30, 2024 – Mr. Weaver moved to approve this item, Ms. Terracio.

Mr. Livingston inquired if a Councilmember wished to address a specific item on the motions list and if this would be the time to do so.

Mr. Walker inquired how we address items on the motions list without them coming across as disjointed.

Mr. Wright responded a Councilmember would have to make a specific motion regarding the issue they would like to address on the motions list.

Ms. Lori Thomas, Assistant County Administrator, suggested approving groups of items on the motions list. If there is one, in particular, a Councilmember would like to discuss; they could pull that item out.

Mr. Weaver withdrew his motion.

MILLAGE AGENCIES

1. ***Richland County Recreation Commission (Recommended: \$16,455,543)***
2. ***Columbia Area Mental Health (Recommended: \$2,714,000)***
3. ***Public Library (Recommended: \$32,311,229)***
4. ***Riverbanks Zoo and Gardens (Recommended: \$2,706,000)***
5. ***Midlands Technical College – Operating (Recommended: \$7,228,763)***

Mr. Livingston moved to approve Midlands Technical College – Operating at the requested amount of \$7,503,630, seconded by Ms. McBride.

Mr. Paul Brawley, County Auditor, stated the anticipated tax increase would be \$0.80 on a \$100,000 owner-occupied home, \$1.20 on a non-owner-occupied home, and \$0.24 on a \$20,000 vehicle.

Ms. Barron stated for the record she fully supports Midlands Technical College, but she does not support raising taxes. She inquired about the total impact on a household with regard to the budget.

Mr. Brawley responded, based on what was approved at 2nd Reading, there would be a \$4.40 tax increase on a \$100,000 owner-occupied home, a \$6.60 tax increase on a \$100,000 non-owner-occupied home, and a \$1.32 increase on a \$20,000 vehicle.

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

Opposed: Branham and Barron

Absent: Newton (technical issues)

The vote was in favor.

***Ms. Newton became disconnected at 7:07 PM.*

6. ***Midlands Technical College – Capital (Recommended: \$3,926,731)***
7. ***School District One (Recommended: \$254,990,675)***

Ms. McBride noted that School District One is \$6.6M short if not funded at the cap.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	James Boone	Title:	General Manager	
Department:	Risk Management	Division:	Fleet	
Date Prepared:	April 17, 2025	Meeting Date:	May 20, 2025	
Legal Review	Patrick Wright via email		Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email		Date:	May 8, 2025
Finance Review	Stacey Hamm via email		Date:	May 9, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
Meeting/Committee	Administration & Finance			
Subject	Extension of Fleet Maintenance Contract			

RECOMMENDED/REQUESTED ACTION:

Fleet requests Council approval to extend the existing automotive maintenance contract by a one-year cycle for Transdev Fleet Services Inc, formerly known as First Vehicle Services (FVS).

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:

Funds are not yet approved for the requested extension, but staff will include the recommendation in next year's budget. The proposed contract amount is \$3,508,598 including:

- \$2,341,234 contract maintenance,
- \$420,000 equipment installers - *367,500 billed through Transdev*
- \$799,864 Fire Apparatus maintenance
- These totals reflect a 5% contract increase next year

Applicable fund, cost center, and spend category:

Fund: 2200

Cost Center: 3071

Spend Category: Repairs-Vehicles

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

No comments.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

All previous compliance agreements will continue with the extension of the contract agreement.

MOTION OF ORIGIN:

There is no associated Council motion of origin

STRATEGIC & GENERATIVE DISCUSSION:

Fleet wishes to extend the existing maintenance contracts for fleet for an additional one-year period. Staff believes doing so is in the best interest of Richland County for multiple reasons.

- It allows current staff to refine its focus on best-practice procedures and reporting over the next year. Rebidding the contract without updated policies and procedures may result in a loss of efficiency.
- It allows for an “apples to apples” comparison over the next year while examining areas to improve Fleet performance. Changing vendors now may disrupt some of the reporting and data flows Fleet is currently of implementing to become more data driven.
- It will save money. The average national cost of vehicle parts and repairs has increased by almost 40% according to the Bureau of Labor Statistics since the last significant pricing update for the maintenance contract. The current contract agreement is based on pricing from 2019, which was originally based on pricing from 2013. Maintaining a nearly flat average increase in maintenance cost over that timeframe is unusual. As a comparison, the local government contract in Sumter County increased 22% over the last 5 years.

☆ Consumer Price Index for All Urban Consumers: Motor Vehicle Maintenance and Repair in U.S. City Average (CUSR0000SETD)

Observations

Feb 2025: **420.480**
Updated: Mar 12, 2025 7:45 AM CDT
Next Release Date: Apr 10, 2025

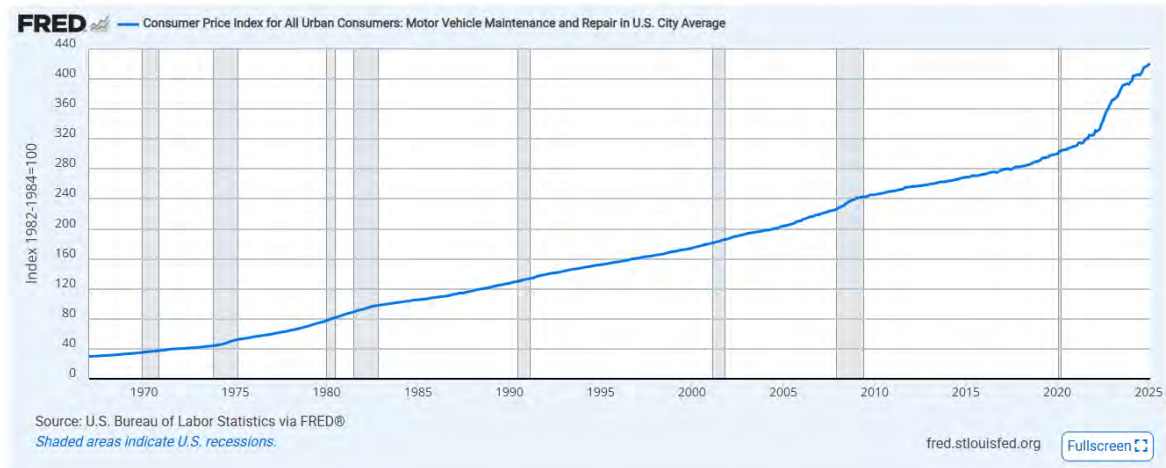
Units:
Index 1982-1984=100,
Seasonally Adjusted

Frequency:
Monthly

1Y | 5Y | 10Y | Max
1967-01-01 to 2025-02-01

Edit Graph

Download



Alternative solutions are limited due to the size of the fleet. While there are several companies that may be able to provide service of this magnitude, the procurement process for this contract requires a significant time investment. Renewing for a one-year term gives the County the ability to conduct a that comprehensive process without the additional challenges presented by time constraints.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Establish Operational Excellence

Goal: Commit to Fiscal Responsibility

SUMMATIVE OVERALL COUNTY IMPACT:

- The current funding for Fleet Service totals 3,411,520.92. Transdev (FVS) has requested a 5% increase, adding approximately \$167,076 (total increase confirmed by signed letter from Transdev). The new total would become \$3,508,598.
- Failure to extend the current contract may result in a disruption of service to fleet operations. This would affect all departments and divisions with county-owned assets including to include Roads & Drainage, Fire Services, EMS, and the Sheriff's Department.
- Fleet is working on new reporting metrics to better analyze current fleet performance, both fiscally and operationally. A 12-month extension will add valuable data to better prepare Standard Operating Procedures (SOP) and best practices information for a full FY27 bid proposal.
- FVS has been a vendor for Richland County for over 10 years. They have won the contract through the bid process at least twice so it is unlikely a one-year extension would have a negative affect for Richland County.

RICHLAND COUNTY ADMINISTRATION

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



Agenda Briefing

Prepared by:	Syndi Castelluccio	Title:	General Manager	
Department:	Public Works	Division:	Solid Waste & Recycling	
Date Prepared:	April 29, 2025	Meeting Date:	May 20, 2025	
Legal Review	Patrick Wright via email		Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email		Date:	May 8, 2025
Finance Review	Stacey Hamm via email		Date:	May 8, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance			
Subject	Host Community Municipal Solid Waste Agreement			

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to extend the current Host Community Municipal Solid Waste Agreement with Waste Management, Inc. for five years at the negotiated rate of \$32.82 per ton beginning fiscal year 2026(FY2026). This service is for the disposal of municipal solid waste (household garbage).

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 current Host Community Municipal Solid Waste Agreement with Waste Management expires June 30, 2025 with an option to extend the terms thereof through June 2030 . The proposed FY26 budget includes an allocation of \$3,998,800.00 to cover the annual cost of the recommended contract extension. Under the new terms outlined in the fourth addendum, the disposal rate will increase from \$31.96 to \$32.82 per ton—a negotiated increase of 2.7%, which is below the originally anticipated 4% increase.

The addendum also includes a negotiated cap on future annual rate increases. The cap has been reduced from 5% in the original contract to the lower of either 3% or the U.S. Department of Labor's Consumer Price Index (CPI) for Water, Sewer, and Trash Collection Services in the Southern Urban region. This change helps keep costs stable and predictable for the County. Funds are not yet approved for the requested extension, but staff will include the recommendation in next year's budget.

Applicable fund, cost center, and spend category:

Fund: 2101

Cost Center: Solid Waste Collections 3656

Spend Category: Special Contracts 527200
(\$2,998,800.00)

Fund: 2101

Cost Center: Solid Waste Landfill 3650

Spend Category: Special Contracts 527200
(\$1,000,000.00)

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

No comments.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Waste Management continues to meet all local, state, and federal regulations governing the disposal of municipal solid waste (MSW). In South Carolina, MSW landfills are regulated under Regulation 61-107.19 and the South Carolina Solid Waste Policy and Management Act (S.C. Code Title 44, Chapter 96).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Waste Management has served as the host location for the landfill to Richland County. They continue to invest in its operation with project improvements that facilitate the continual future use of the landfill.

The requested agreement extension adds five years of service until June 30, 2030 and is critical to maintain uninterrupted municipal solid waste disposal services for the County. The proposed terms include a negotiated 2.7% rate increase (\$0.86 per ton), which is below the initially anticipated increase of 4%. The agreement also reduces the cap on annual rate increases to 3.0% and shifts the index to the Consumer Price Index for Water, Sewer, and Trash Services, offering a more accurate reflection of industry-specific cost trends and predictable budget planning. The hosting fee is set at \$1.75 per ton. These updates support the County's commitment to fiscal responsibility, regulatory compliance, and providing excellent service to the citizens of Richland County.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Goal: Commit to Fiscal Responsibility

SUMMATIVE OVERALL COUNTY IMPACT:

The proposed contract extension with Waste Management is a critical component of the County's Solid Waste Management operations. Approval of this extension will:

- Ensure uninterrupted solid waste disposal services for the County's collections program;
- Maintain predictable disposal costs for the County;
- Ensure the County's continued compliance with all local, state, and federal regulations;
- Help protect public health and keep communities clean.

ATTACHMENTS:

1. Original 1995 MSW Host Agreement

2. MSW Host Agreement Fourth Addendum Draft (Under Legal Review)

19044785

HOST COMMUNITY AGREEMENT FOR DISPOSAL OF
MUNICIPAL SOLID WASTE IN A "SUBTITLE D" LANDFILL FACILITY
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA
AND
CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC.

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Richland County Office of Procurement

TIM GIFFEL
DIRECTOR

P.O. Box 192
Columbia, South Carolina 29202
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Phone: (803) 748-4730

September 25, 1995

Tyler Fitzgerald
General Manager
Chambers Waste Systems of South Carolina, Inc.
1047 Highway Church Road
Elgin, SC 29045


NOTICE TO PROCEED

Re: Solid Waste Disposal Services
Request for Proposals No. 062-P-95
Contract No. RC-PS-96-034

Dear Mr. Fitzgerald:

Richland County hereby accepts your offer to perform the above-referenced solid waste disposal services.

This *formal notification to proceed* with the requirements of the contract shall become effective on **October 2, 1995**. The terms of the contract are enumerated in the executed agreement between Richland County and Chambers Waste Systems of South Carolina, Inc.

The contract number shall be **RC-PS-96-034**. Please use this number on all relative correspondence. The Contracting Officer's Representative shall be Liston "Sack" Edge, Director of Solid Waste Management. He can be reached at 803/ 735-7313. 

**DUPLICATE
ORIGINAL**

Please provide to this office within ten (10) calendar days all necessary performance and/or payment bonds and insurance certificates. Please sign one original of this letter to signify acknowledgement, and return it to my attention. The other original is for your records. If you have any questions or require additional information, please do not hesitate to contact me at 803/748-4736.

Very truly yours,

Tim Giffel
Tim Giffel
CPCM, CPPB

ACKNOWLEDGEMENT:

[Signature]
Signature
Charles Miller
Title
25 September 1995
Date

cc: RC-PS-96-034

T. Cary McSwain, County Administrator
Debbie Shurr, Finance Director
Sack Edge, Director of Solid Waste Management

DUPLICATE
ORIGINAL

STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY)

HOST COMMUNITY AGREEMENT FOR
 DISPOSAL OF MUNICIPAL SOLID WASTE
 IN A "SUBTITLE D" LANDFILL FACILITY

THIS Agreement, made as of the 25th day of September, 1995, by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County" as the owner of Municipal Solid Waste), and CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC., a corporation duly organized and existing under the laws of South Carolina (the "Contractor").

1. **Scope of Agreement:** Contractor shall provide all of the work and services required by this Request for Proposal #062-P-95 (hereinafter referred to as the "RFP") for the disposal of the County's municipal solid waste from within the boundaries of the County and for the benefit of the County and the political subdivisions located within the County (hereinafter referred to as "MSW") at Contractor's MSW disposal facility, said work and services more particularly described in the RFP at Section II, Description of Services. All such work and services shall be performed in accordance with the terms and conditions of this Agreement.

2. **Term of Agreement:** The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2000. County shall have the right, but not the obligation to renew this Agreement for up to four additional five year periods under the same terms and conditions, and the County shall provide written notice of its desire to not renew not less than twelve months prior to the expiration of initial term or any extension hereof.

3. **Compensation:** County agrees to pay Contractor \$18.00 per ton of MSW and, except for the maximum annual inflation adjustment provided for herein, there shall be no deviation from these charges without a written change order as provided for herein. The maximum annual inflation adjustment during the first five years shall be based upon United States Department Labor Southern Urban Wage Earners Index, or 5%, whichever is less. The charges shall include all tariffs, taxes, fees and other assessments imposed by federal, state or local governments in effect as of the date hereon and through June 30, 2000. In the event of any extension, as provided for in paragraph 2 above, and in addition to the maximum annual inflation adjustment based upon the United States Department of Labor Southern Urban Wage Earners Index, or 5%, whichever is less and upon prior County approval as hereinafter described, the Contractor will pass through without markup, and the County will pay, any new costs not in place at the time of the commencement of this Agreement in 1995 including, taxes, regulatory requirements, or unanticipated increases in costs of items included in the composition of pricing in the original proposal submitted to the County in 1995. The burden will be upon the Contractor to demonstrate that the new costs proposed to be passed through to the County are appropriate as herein specified and will provide documentation to the County.

in such form as the County requires to reiterate the costs at the time of the original proposal and the new costs which are proposed to be passed through. It is further agreed that in the event that the County and Contractor are unable to resolve any matters concerning these new proposed costs, the County will pay all new proposed costs not disputed, and any new costs disputed will be submitted to the appropriate resolution processes provided for in Richland County Ordinance § 2-621.3, subject to Contractor's right to appeal from the Procurement Review Panel to the County Administrator which shall be the final administrative review.

4. Host Community Assessments: The County shall be entitled to receive a host fee of one dollar (\$1.00) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor's Facility. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

5. Billing: Contractor will invoice the County for recurring monthly services for the preceding month in which services were rendered. The billing cycle will begin on the first day of each month and end on the last day of each month. The County will pay for services provided by Contractor within forty-five (45) days of receipt of an invoice, which will be submitted to the County not later than the 10th business day of the next succeeding month. If Contractor is late in rendering an invoice or portion of an invoice, there is no penalty for being late other than the fact that payment from the County will not be due until forty-five (45) days after receipt of the invoice. These invoices shall contain the amount of MSW, by tons, received by the Contractor at the facility during the preceding calendar month, and subdivided by MSW received from the County, and MSW received from sources other than the County. The invoice shall be in the format set forth in Exhibit A and attached hereto and incorporated herein by reference. County agrees to pay the invoice not later than the 45th day following receipt, and any failure to pay the invoice in accordance herewith shall result in the County paying to Contractor 1.5% per month on all unpaid and due balances beyond the due date as herein set forth. In the event of any dispute between the parties regarding the amount owed, the County agrees to pay all undisputed amounts and, if the Contractor prevails in its position regarding any such disputes, the amount provided for herein to be applied to any unpaid balance beyond its original due date would be applicable to that disputed amount from the time it should have been paid until the time actually paid following said dispute. Contractor will provide additional information, if available, on the invoice as requested from time to time by the County at no extra cost to the County.

6. Acceptable Waste: Contractor shall accept for disposal at the facility any material allowed for disposal by its permits, state or federal laws, rules and regulations; however, acceptable waste expressly excludes yard wastes, whole tires, lead-acid batteries, white goods and any of the following "unacceptable wastes":

- a) any material which is toxic, infectious, pathological, highly flammable, explosive, radioactive or otherwise reasonably determined to be dangerous.
- b) any material the disposal of which would violate federal or state laws, rules, regulations and permits.
- c) any material classified by state or federal authority as "hazardous waste."
- d) any non-hazardous waste which nevertheless poses a substantial present or potential hazard to human health, the facility or the environment unless special handling and disposal procedures are employed.
- e) any non-hazardous domestic irrigation return flows or industrial wastewater sludges not approved for disposal by DHEC regulations, or industrial discharges which are point sources subject to permits.
- f) any nuclear or by-product material, as defined by the Atomic Energy Act of 1964, as amended.

7. **Rejection of Unacceptable Waste:**

- a) The Contractor, per rules, regulations and laws, shall inspect all waste which is delivered to the Contractor's facility for disposal. The Contractor shall reject unacceptable waste as listed in paragraph 6 entitled Unacceptable Waste.
- b) In the event of any such rejection of unacceptable waste delivered by the County to Contractor's facility for disposal pursuant to this Contract, the County shall be responsible for the immediate removal of the rejected waste from the Contractor's facility and for its subsequent disposal elsewhere. The Contractor will cooperate with the County by assisting in the location of suitable alternative disposal facilities or disposal procedures for rejected, unacceptable waste.

* 8. **Insurance:** Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder performed by Contractor, its agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- a) Commercial general liability occurrence, not "claims made", based insurance with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

such limits shall apply separately to this facility.

b) Automobile Liability insurance with limits not less than \$1,000,000 per accident/\$2,000,000 annual aggregate for bodily injury and property damage.

c) Worker's Compensation insurance as required by the State of South Carolina and Employer's Liability Insurance with limits not less than \$500,000 per accident for bodily injury or disease.

d) Pollution Legal Liability insurance with limits not less than \$4,000,000 per loss/\$4,000,000 annual aggregate for:

- 1) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other hazardous substances, irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

Any deductibles or self-insurance retentions must be declared to and approved by the County. At the option of the County, either: a) the insurer shall reduce to a maximum of \$50,000 or eliminate such deductibles or self-insurance retentions as respect County, its officials and/or employees, or b) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

e) County is to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operation of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to County, its officials and/or employees. Contractor also agrees to notify County sixty (60) days in advance of any cancellation or changes to insurance coverages shown on the certificate.

f) For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officials and/or employees. Any insurance or self-insurance or self-insurance maintained by the County, its officials and/or employees shall be excess of the Contractor's insurance and shall not contribute with it.

g) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty days' prior written notice by certified mail, return receipt requested, has been given to the County.

i) If any of the aforementioned insurance policies are written on a claims made basis, Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than an A unless otherwise approved by County. County prefers not less than an A A.M. Best rating on all insurance. Contractor agrees to achieve this rating for all insurance as soon as practicable but not later than June 30, 1996, unless extended by the County upon request of the Contractor. Contractor shall furnish County with the opportunity, upon request, to inspect and review the original and any subsequent endorsements and/or policies effecting the coverage required by this specification upon demand. A completed certificate of insurance is also required. The certificates of insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance are to be received and approved by County before work commences. Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Contractor shall include all subcontractors as insured under its policies or shall furnish

separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be required to present to the Contractor evidence that it is covered for Worker's Compensation and against losses occurring during that hauler, transporter, or other's presence on site at Contractor's facility covering general commercial liability losses, including automobile losses, with limits not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate for bodily injury, personal injury, and property damage. At Contractor's request, the County will also provide current certificates of insurance pursuant hereto.

9. **Modification/Change Orders:** Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing, signed by County and Contractor, and executed with the same formality as this Agreement.

10. **Cooperation:** The County hereby agrees to cooperate with the Contractor as follows:

a) to allow Contractor to dispose of non-County MSW, provided that such MSW complies with all applicable laws, rules, regulations and permit conditions. The County agrees to take no action limiting Contractor's legally permitted acceptance and disposal of MSW which originates outside of the County. The County agrees to issue a letter of consistency for the annual acceptance and disposal of 655,000 tons of MSW. In the event the Contractor seeks to enhance this amount, and without waiving or affecting the Contractor's rights, agrees to follow the laws, rules and regulations of the County and DHEC and seek a letter of consistency from the County for any such increase. In the event the County issues a letter of consistency to the Contractor, such issuance shall not waive or affect any rights of the County. In the event there are any changes in the current laws, rules or regulations governing this matter, the parties agree to act in good faith to amend the Contract to reflect such changes. It is agreed between the parties that the South Carolina Department of Health and Environmental Control and the United States Environmental Protection Agency shall be the recognized regulatory authorities for permitting, siting, design, construction, operation, closure and post-closure activities. Contractor shall be subject to compliance with all other applicable laws, regulations, rules and ordinances which govern the operation of all businesses similar to or the same as Contractor and of all businesses generally in Richland County.

b) to take no action inconsistent with the obligation of the Contractor hereunder including maintaining appropriate permitted capacities and regulatory approval for the on-going operation of its business. The County

will support Contractor's ability to satisfy the requirements hereunder, so long as the Contractor does satisfy the requirements.

c) The County agrees that from time to time special or unforeseen circumstances beyond the control of the Contractor may require special consideration of permitted tonnages at the Contractor's facility. The County agrees to cooperate with the Contractor in such circumstances and to assist the Contractor to enable acceptance of such disposal in those instances where such circumstances are established.

d) All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be responsible for complying with this Contract, all site rules and regulations, and all applicable laws and regulations and will follow and abide by the reasonable instructions of the Contractor while on site.

11. Termination: This Agreement may be terminated pursuant to the following:

a) **Nonappropriations** -- If the Richland County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order, issued in or for any fiscal year, during the term of this contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are not longer available without any termination charges or other liability therefore incurring to the County. The County specifically recognizes and understands that the utilization of this provision will be confined to those circumstances where genuine financial exigencies exist. The County further agrees to consider in good faith other alternatives given the public safety, health, and importance of the functions herein provided for and will exercise this provision only upon genuine, authentic, and appropriate circumstances. In such event, the County shall provide Contractor with notice not less than thirty days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of the occurrence of this circumstance described immediately above, the Contractor shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies as deemed necessary by the County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

b) **For Cause** -- In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of this contract that are neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis, but any deviation which impairs the utilization or value of the facility to the County will be regarded as a material breach. If such notice of material breach is given

and Contractor has not begun correction of the material breach within two days or has not substantially corrected the material breach within ten days of receipt of the written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right, at its option, to purchase any and all services or other items thereafter in the open market, charging Contractor with any additional costs, or to exercise the provisions herein elsewhere provided concerning the performance bond. Contractor specifically acknowledges and agrees the purpose hereof is to make the County whole, and specifically pledges that is the purpose of these alternative remedies available to the County hereunder, and the County specifically recognizes that the remedies are not designed to yield anything in excess of a make whole outcome for the County. Should a charge for services procured in the open market following breach be assessed, no subsequent bids or proposals of the Contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where Contractor provides, or seeks to provide, any services for a price higher than specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other material in the possession of the County or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

c) **For Convenience** -- County shall have the right to cancel this contract in whole or in part upon 12 month's written notice following the initial five year term hereof, for convenience.

12. Warranty:

a) Contractor's services are warranted to be performed in a timely and workmanlike manner. Contractor warrants that it is aware of and understands the potential hazards which are presented to persons, property, and the environment in the performing of the services as described in this contract. It will operate the facility and store and dispose of such MSW, all in full compliance with all applicable governmental laws, regulations and orders. The facility is to be appropriately licensed and permitted to store and dispose of the MSW. In the event the facility loses its permitted status hereafter during the terms of this contract, Contractor shall promptly notify County of such loss.

b) Contractor warrants and represents that the facility will be available upon the commencement date hereof. In the event that the facility is not available to receive County's MSW on that date, or at any time thereafter,

during the term or extension of the Agreement, Contractor shall receive and dispose of the MSW at another permitted facility. In the event an alternate facility receives MSW, it shall be subject to all of the terms and conditions of this Agreement.

13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, its officials and/or employees from and against any and all claims, damages, losses and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of, or resulting from the willful misconduct, or willful or negligent omissions, or negligent performance of services provided by Contractor. Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims, defined as claims, suits, judgments, costs, losses, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any hazardous substance, material, irritant, contaminant or pollutant in or into the atmosphere, or on or onto, in or into the surface or subsurface of soils, water or water course, objects or any tangible or intangible matter, whether sudden or not. Neither Contractor, nor its employees, assignees, or subcontractors shall be deemed employees of County while performing hereunder and shall otherwise be an independent Contractor. Nothing herein contained shall be deemed as an express or implied waiver of the sovereign immunity of the County or a pledge of the full faith and credit of the County.

14. Force Majeure/Unavoidable Delay: The Contractor shall not be liable for any failure to perform hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. The County shall not be liable for any failure to pay for the services hereunder for any breach of contract if the failure or breach arises out of causes beyond the control and without the fault or negligence of the County. In either case, such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or County. The foregoing shall be regarded as an "unavoidable delay" as that term is used in this Agreement.

15. Employment Opportunity: The Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of the 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by such laws.

16. Advertising Use and Representation: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the County and is considered by the County as

[Handwritten signature]
[Handwritten initials]

superior to other services. The County reserves the right to review and approve any commercial advertising wherein the County's use of the Contractor's services under this contract is referenced. Such review shall be timely and approval shall not be unreasonably withheld.

17. Assignment: This Agreement shall be binding upon the Contractor, its successors, and assigns, in accordance with the terms and conditions of this Agreement. This Agreement shall not be assigned by the Contractor without the express written consent of the County, such consent to be within the sole discretion of the County, provided that the Agreement may be assigned by the Contractor to a parent, subsidiary or affiliated corporation with notice to the County in writing. In the event of any such assignment as provided in the immediately preceding sentence, Contractor agrees to submit to the County, prior to such assignment, such financial information as reasonable and appropriate to determine that the assignment to any parent, subsidiary, or affiliated corporation in no way dilutes or diminishes the County's remedies or decreases financial stability of the entity that is required to provide performance hereunder. Except as stated in the foregoing, any change in the majority ownership or operation control of the Contractor shall be deemed an assignment by operation of law and shall not be permitted except as provided for herein.

18. Breach/Waiver: No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied shall constitute a consent to, or waiver of, or excuse for, any different or subsequent breach.

19. Governing Law: Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina on all matters and disputes arising, or to arise, under this Agreement and the performance thereof, including all matters pertaining to the validity, construction, interpretation, and effect of this Agreement. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Richland County, except as herein provided in this Agreement.

20. Notice and Agents: Any and all notices permitted or required to be given hereunder shall be deemed duly given:

- a) upon actual delivery, if delivery is by hand; or
- b) upon receipt by the transmitting party of confirmation or answer back if delivery is by telecopier or telegram; or
- c) upon deposit into the United States mail if delivery is by posted prepaid registered or certified return receipt requested mail.

Each such notice shall be sent to the respective party at their regular business address or to any other address as the respective party may designate by notice delivered pursuant hereto.

21. Severability: If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

22. Attorney's Fees: In the event that the County brings suit or other actions for any reason against the Contractor hereunder, the County may seek attorney's fees from the Contractor and the Contractor will pay the County such attorney's fees as the Court may award if the County prevails in its action. Otherwise, attorney's fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses except as elsewhere herein provided pursuant to paragraph 13, Indemnification.

23. Entire Agreement and Priority of Documents: This document, and the September 1, 1995 Letter of Agreement, together with all subordinate and other documents incorporated by reference herein will constitute the entire Agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. The Contractor hereby agrees, except where this Agreement specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by the Contractor to the County leading to this Agreement, and all other Contractor representations, commitments, and warranties, including the September 1, 1995 Letter of Agreement prior to and in connection with this Agreement, shall be deemed to be, and are, incorporated by references into and made part of this Agreement. The RFP and the Contractor's response to the RFP (hereinafter referred to as the "Response") are specifically incorporated into and made a part of this Agreement. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the Agreement, the order of priority in descending order is i) this document, and the Letter of Agreement, ii) the RFP, and then iii) the Response.

24. Contract Administration:

a) The Contracting Officer for Richland County is the person occupying the position of the Director of Procurement. Questions or problems arising after award of this Agreement shall be directed to the Contracting Officer, as well as all correspondence, change order requests, amendments, etc., P.O. Box 192, 2020 Hampton Street, Suite 3064, Columbia, SC 29204, telephone (803) 748-4736.

b) The Contracting Officer shall appoint a Contracting Officer's Representative (COR) to monitor contract compliance. Such appointment shall be made in writing and the Contractor shall be notified. The authority of the COR is limited and the

limitations shall be addressed in the appointment letter. All correspondence, complaints, invoices, etc. shall be routed through the COR and submitted for final approval of the Contracting Officer.

25. **Examination of Records:** The Administrator of the County or his duly authorized representative(s) shall until three (3) years after final payment under this contract, have access to and the right to all records involving all transactions related to this Agreement.

26. **Drug Free Workplace Act:** It is the intent of Richland County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to this Agreement. Contractors shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply shall constitute a material breach.

27. **Performance Bond:** The Contractor shall furnish a Performance Bond within ten (10) calendar days after a written notice is issued by the County indicating execution of this Agreement by Richland County Council. Contractor shall provide and bear the burden of the cost of the Performance Bond. The bond shall be, for the period from the execution of this contract through and including June 30, 1996, in an amount equal to the revenues engendered by disposal of 97,000 tons on an annualized basis. Thereafter, and for each fiscal year following, not later than sixty (60) days prior to the expiration of said fiscal year, the bond shall be adjusted to reflect the annualized rate of the tonnage for that preceding fiscal year to cover the succeeding fiscal year and shall continue in like manner each year the contract is in effect, including any renewal.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date and year first above written.

RICHLAND COUNTY,
SOUTH CAROLINA

By: [Signature]

Title: Chairperson

CHAMBERS WASTE SYSTEMS OF
SOUTH CAROLINA, INC.

By: [Signature]

Title: Assistant Vice President

WITNESS

By: [Signature]

Title: Asst. County Clerk

WITNESS

By: [Signature]

Title: James - South Carolina



CHAMBERS

Screaming Eagle Road Landfill

1047 HIGHWAY CHURCH ROAD ■ ELGIN, SOUTH CAROLINA 29045 803/736-3054
Administrative Office: 10700 Frankstown Road, Pittsburgh, PA 15235 412/242-0237

September 1, 1995

Mr. Cary McSwain
County Administrator
2020 Hampton Street
Room 4058
Columbia, SC 29202

Re: Letter of Agreement/Additions as to Contractor's Representations,
Commitments and Warranties

Dear Mr. McSwain:

In accordance with our discussions concerning the contract for disposal of municipal solid waste at our Screaming Eagle sanitary landfill facility, you requested a number of additional items which were felt to be most appropriately made the subject of a separate letter. In accordance with these understandings, this is to provide to Richland County Chambers' assurances of the following items:

1. Chambers will install an entrance way which consists of a greater staging area for in-bound traffic;
2. Chambers will complete all site perimeter fencing along any paved roadways that border the facility;
3. Chambers will install and maintain a vegetative screen along the facility's perimeter which is visible to vehicular traffic; and
4. Chambers will install a truck wheel wash

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

Mr. Cary McSwain
September 1, 1995
Page -2-

The above items will be completed not later than twelve (12) months after the effective date of our agreement.

5. Chambers will provide a community relations program as described in Richland County's Request for Proposal and in Chambers' Reply;
6. Chambers will provide a waste inspection system for screening unacceptable waste. This inspection system will incorporate video camera technology and methods;
7. Chambers will install and maintain a telephone "hotline" for community input and provide a means for the public to access the facility and its management for the presentation of concerns and suggestions;
8. Chambers will continue to police the immediate surrounding areas for blown, loose, litter; and
9. Chambers, as per current regulations, will adequately cover the working face daily to prevent any offensive odor and control any vermin or any other vectors.

These last four items will be completed within ninety (90) days from the effective date of our agreement.

Finally, as we have generally discussed, upon a contract being entered into, the County agrees to support and assist Chambers in its efforts with the S.C. Department of Health and Environmental Control to achieve tonnage capacity authorization sufficient to meet its current business demands, including the MSW that would be generated by the County pursuant to our agreement. This will, specifically, include support by the County in the form of the issuance of a letter of consistency to DHEC in the amount of not less than 655,000 tons annually. As a result, and as we have indicated to you, the matters which are the subject of a separate dispute between us pending in court would become moot and would be dismissed by Chambers.

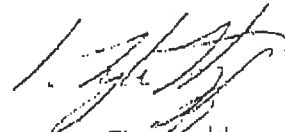
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(63)

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

Mr. Cary McSwain
September 1, 1995
Page -3-

Should you have any questions regarding these commitments which we are making in this letter, please let me know.

Sincerely,



J. Tyler Fitzgerald
General Manager

James H. ... Co. ...
9/25/95

JTF/dcs

cc: Mr. Greg Rosser, Asst. Vice President, Chambers
Mr. Butch Spires, Area Marketing Manager

James H. ...
Assistant Vice President
9/25/95

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

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

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009, July 1, 2014 and July 1, 2020 which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provided options for the County to extend the term of the Agreement through June 30, 2030; and

WHEREAS, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2030;

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

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

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2030. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five-year period under the same terms and conditions.

3. Paragraph 3, Compensation is amended as follows:

Effective July 1, 2025, the County's disposal rate at the Landfill Facility shall increase from \$31.96 to \$32.82 per ton. This rate shall be subject to a maximum annual inflation adjustment based upon the United States Dept. of Labor Southern Urban Wage Earners Index to the Urban Consumer: Water and Sewer and Trash Collection Services CPI Index, or 3%, whichever is less.

4. Paragraph 4, Host Community Assessments is as follows:

The County shall be entitled to receive a host fee of one dollar and seventy-five cents (\$1.75) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor's Facility. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail provided in the agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of July 1, 2025.

RICHLAND COUNTY

WASTE MANAGEMENT
OF SOUTH CAROLINA, INC.

By: _____

By: _____

Title: _____

Title: _____

WITNESS:

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	David Pitts, Jr	Title:	Division Manager
Department:	Public Works	Division:	Stormwater Management
Date Prepared:	May 5, 2025	Meeting Date:	May 20, 2025
Legal Review	Patrick Wright via email	Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 8, 2025
Finance Review	Stacey Hamm via email	Date:	May 9, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Contract Award for Construction: Hickory Ridge Stormwater Conveyance System Upgrades		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of construction to the lowest responsive, responsible bidder, Williams Infrastructure LLC in the amount of \$4,806,210, plus a 20% contingency for a total award amount of \$5,767,452. This project also requires South Carolina Rural Infrastructure Authority (RIA) approval to proceed to construction.

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 Hickory Ridge Stormwater Conveyance System Upgrades project is budgeted in Public Work Grants GR-00000197 and the Stormwater Management Fund. The current bid is less than the grant award of \$9,984,882. The South Carolina Infrastructure Investment Program(SCIIP) grant fund contributes \$4,325,589; the Stormwater Management fund provides the 25% local match of \$1,441,863.

Applicable fund, cost center, and spend category:

Grant Fund: 1200 Grant GR-00000197
Cost Center: 9923

Matching fund, cost center, and spend category:

Fund: 1208
Cost Center: 3022
Spend Category: Construction
50% of the amount is funded in the current fiscal year, while the remaining 50% is proposed for the next fiscal year.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bids RC-711-B-25 for Hickory Ridge Stormwater Drainage Improvements was issued on March 27, 2025. A non-mandatory pre-bid meeting was held for interested parties to gain more insight on the project. There were two bid submissions. Bids were evaluated and Williams Infrastructure LLC was the lowest, responsive, responsible bidder.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Structural control components, maintenance, and discharges from the County's storm drainage network is covered by a NPDES MS4 Permit issued by the SC Department of Environmental Services (SCDES) on behalf of the Environmental Protection Agency (EPA).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Stormwater Management Division successfully requested a grant from Rural Infrastructure Authority (RIA) funds to upgrade the existing stormwater conveyances to improve water quality in the Hickory Ridge development. These services will use the design by procured engineer Woolpert Inc.

The project was identified in the 2021 Watershed and Flood Mitigation study which assessed sources of water quality impairments, causes of erosion and sedimentation, and localized flooding in the Hickory Ridge drainage area as well as proposed solutions that consider engineering methods, low impact development solutions, green infrastructure, and other best management practices. The proposed improvements include replacing the existing system with larger diameters, adding additional drainage pipe networks, excavating wider channels with shallow slopes, and the addition of oil/grit separators to improve water quality.

The Hickory Ridge Development is located in the southeast portion of Richland County and is split between the Mill Creek and Cabin Branch watersheds. Both watersheds are on the state's 303d list with impairments for E. coli. The community faces many of the stormwater problems typically associated with older residential developments, including undersized pipes, frequent flooding, erosion and pollutants such as sediment, nitrogen, phosphorus, oils, bacteria, and metals. In high enough concentrations, these pollutants are harmful to humans, fish, amphibians, and aquatic insects.

The Department of Public Works has responded to numerous complaints related to localized flooding in the area and frequently provides maintenance to the drainage system to remove excess sediment deposits. The existing system of pipes and channels collects runoff from residential areas and roadways and conveys the water west to four outfalls under Hickory Ridge Road to a wooded area and Lake Rebecca. Following design and construction, this project area will be maintained by Richland County Public Works; on-call assistance will be provided by the Stormwater Management division procured consultant.

Should the contract be awarded and William Infrastructure, LLC begins work, the estimate project completion date is April 1, 2026. The deliverables will be an upsized and newly installed drainage network, wider channels with shallow slopes, the addition of oil/grit separators to address flooding issues and improve water quality in the existing area.

The project will help existing Richland County residents with flooding issues and improve water quality to provide a positive impact on the health and well-being of local ecosystems and communities.

If denied, the residents/area will continue to flood, outdated infrastructure may become unfunctional, and the Mill Creek and Cabin Creek watersheds will not meet state standards to the maximum extent practicable.

This community was developed in the 1970's with limited right of way. Upgrading current pipes, installing BMPs for water quality and addressing localized flooding, will make the best use of the current right-of-way.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth Through Inclusive and Equitable Infrastructure

Goal: Achieve Positive Public Engagement

SUMMATIVE OVERALL COUNTY IMPACT:

- Reduce flooding risk enhancing the capacity of stormwater infrastructure to manage heavy rainfall, reducing localized flooding and property damage.
- Improves public safety by minimizing roadway and pedestrian hazards caused by stormwater overflows during storm events
- Protects Water Quality by decreasing pollutant runoff entering natural waterways, improving flow control and reducing erosion
- Supports infrastructure resilience by upgrading aging systems to better withstand climate change impact and extreme weather conditions
- Promote economic stability by safeguarding public and private assets, reducing costly emergency repairs and enhancing community investment confidence

ATTACHMENTS:

1. Bid Tabulation

RC-711-B-25 Hickory Ridge Stormwater Drainage Improvements

Due: 4/29/2025 @ 2:00PM

Cherokee, Inc.

Williams Infrastructure, LLC

Total Cost	\$ 6,010,354.0	\$ 4,806,210.0
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