

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, SEPTEMBER 24, 2019

6:00 PM

COUNCIL CHAMBERS

The Honorable Joyce Dickerson, Chair

County Council District 2

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

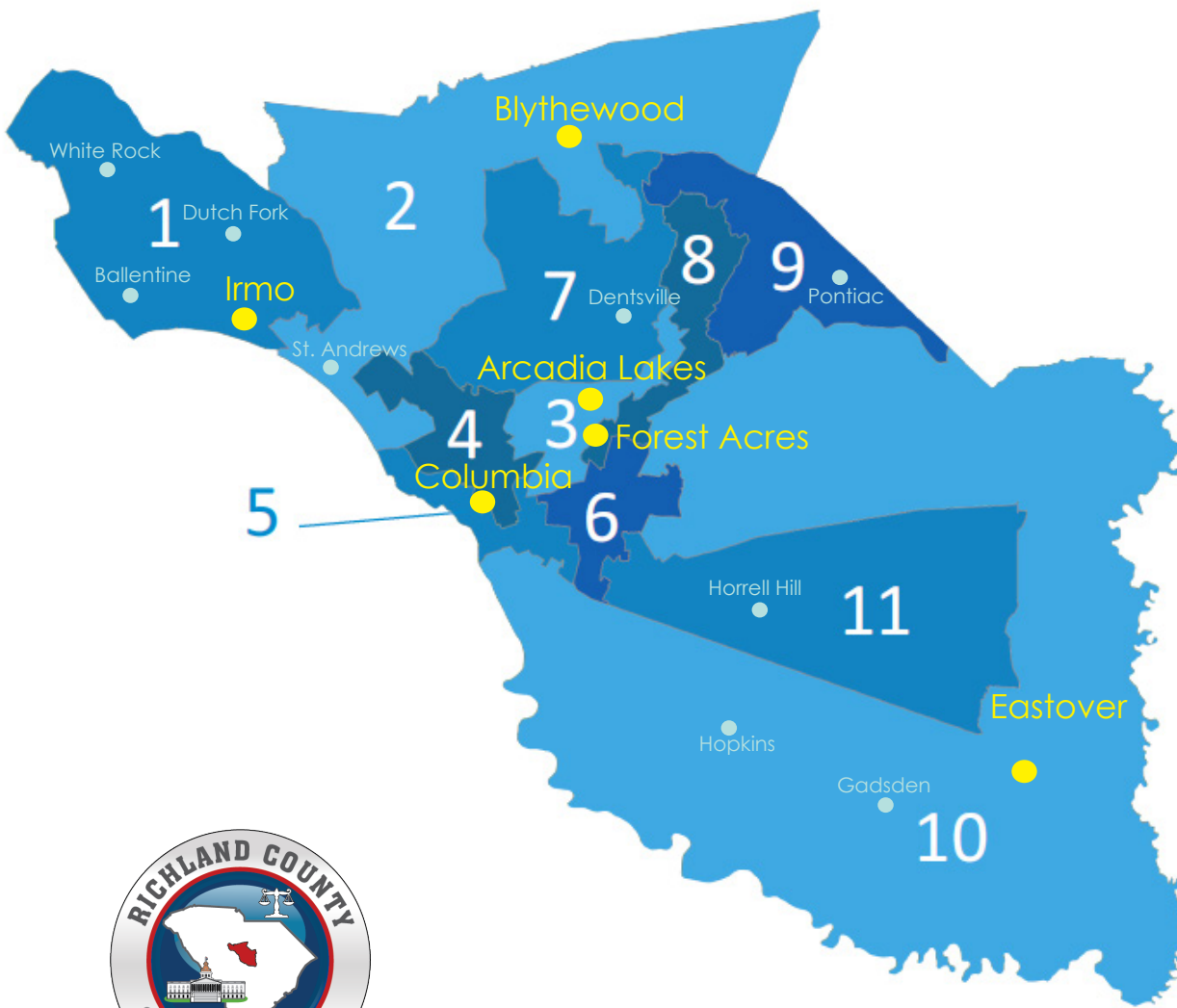
The Honorable Joe Walker

County Council District 6

The Honorable Dalhi Myers

County Council District 10

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



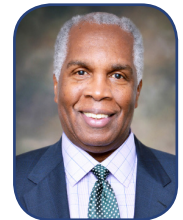
Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

September 24, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
 - a. Roll Call

2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: July 23, 2019 [PAGES 7-15]

3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson

4. **ITEMS FOR ACTION** The Honorable Joyce Dickerson
 - a. Airport Overnight Stays and Camping events [PAGES 16-21]
 - b. Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance [PAGES 22-43]
 - c. Legal Services Contract Extension for Richland County Conservation Commission (RCCC) [PAGES 44-52]
 - d. Waverly Magistrate – Lease Renewal [PAGES 53-56]
 - e. Award of Uniform Services Project [PAGES 57-59]
 - f. Fire Stations’ Roof Replacement [PAGES 60-63]
 - g. Airport Construction Contract Award Recommendations [PAGES 64-71]
 - h. Donation of old air packs (SCBA) to Richland School District One’s CATE Program [PAGES 72-73]
 - i. Approval of Award of Medical Supplies [PAGES 74-79]

j. FY19-20 Public Service Projects [**PAGES 80-85**]

k. Homes of Hope/South Edisto Project [**PAGES 86-140**]

5. ADJOURN



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



Richland County Council

ADMINISTRATION AND FINANCE COMMITTEE

July 23, 2019 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Larry Smith, Stacey Hamm, Jennifer Wladischkin, John Thompson, Clayton Voignier, Ashiya Myers, Ashley Powell, Sandra Yudice, Art Braswell, Ismail Ozbek, Bill Peters, Angela Weathersby, Leonardo Brown, and Tyler Kirk

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. May 23, 2019

In Favor: Malinowski, Dickerson and McBride

Present but Not Voting: Myers and Walker

The vote in favor was unanimous.
 - b. June 25, 2019 – Ms. Myers moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Myers, to adopt the agenda as published.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
 - a. On November 16, 2017 the A&F Committee directed the legal department to prepare a structure proposal addressing the creation of a service fee agreement or ordinance for property not taxed in Richland County but receiving all the services that taxpayers do. This matter should be immediately addressed and brought back with the requested information to the June 2019 A&F

Committee [MALINOWSKI] – Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the ordinance provided by Legal.

Ms. McBride requested Mr. Smith to give the committee an overview of the ordinance.

Mr. Smith stated Council addressed two years ago, based on concerns raised by Mr. Malinowski, entities who have a tax-exempt status being provided certain services. Obviously, they may be tax-exempt from the standpoint of having to pay property taxes, but he was concerned about whether or not there was a situation where there was some sort of payment they were required to make for certain services. By way of example, if a particular entity is tax-exempt you may have uniform service fees, which may apply to them for services (i.e. sewer services, solid waste, etc.) If there is a particular service that is tied to a tax, rather than a fee, then they are tax-exempt. There had been some concern about how you address that part of it. This simply says, those entities, which are tax-exempt, should be subject to pay all appropriate fees that apply to services, which we provide to them.

Ms. Myers inquired if this includes churches and 501(c)3s.

Mr. Smith stated we did a memo about this several years ago and one of the things we wanted to know was whether there any specific services that anyone was concerned about that we needed to address. It is his understanding, from one of the attorneys in his office, that they got with Utilities and Solid Waste, and were told those fees are currently being applied. For instance, if you have a situation where a church is receiving sewer service.

Ms. Myers inquired about the types of fees we are contemplating.

Mr. Smith stated he does not know that there are any additional fees being contemplated that are not being applied. What was discussed with the maker of the motion had to do with issues related to services that were being provided by way of a tax, rather than a fee. For example, you pay for the Sheriff's Department by way of ad valorem tax. There is not a fee attached to that. Obviously, you could not create a situation where you created a fee for something that would otherwise would be paid for by way of property tax.

Mr. Malinowski stated he originally contemplated that the taxpayers of Richland County are bearing the full brunt of all the services provided, especially if they are being paid for by taxes because of all the tax-exempt properties that exist within Richland County. He was hoping to alleviate the burden on the taxpayers by having a fee imposed on all the non-tax paying property owners because they still get the benefit of the services. He felt it was important that they put in a fair share amount, as the taxpayers do.

Ms. Myers stated, for clarification, Mr. Malinowski is contemplating an impact fee. For instance, if a school called in a bomb threat, and the Sheriff Department and Emergency Services responded. We would send them a bill?

Mr. Malinowski stated we would not send them bill because they would be paying an annual fee.

Ms. Myers stated she would like to exempt churches.

Ms. McBride inquired if this includes all the 501(c)3 organizations.

Mr. Malinowski stated, if they are not paying taxes on a property. There are a lot of 501(c)3 that are paying property taxes.

Ms. McBride stated it will affect some of the 501(c)3 and churches, as it is written now.

**Administration and Finance
July 23, 2019**

-2-

Ms. Myers offered a friendly amendment to exempt churches and houses of worship.

Mr. Malinowski accepted the amendment.

In Favor: Malinowski, Myers and Walker

Opposed: Dickerson and McBride

The vote was in favor.

- b. The COMET Interest Payments – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the interest payment of \$301,984.59 withheld from the COMET since the inception of the Richland County Transportation Penny Program.

Mr. Malinowski stated the ballot question that the citizens voted on had figures in it. Project One was improvements to highways, roads, and bridges. Project Two was for continued operation of the mass transit services provided by CMRTA, which included the implementation of near, mid and long-term service improvements. The amount that was slated for them to receive was \$300M. About halfway down on p. 15 of the June 25th committee minutes, it states, “Of the funds collected, the CMRTA is receiving 29%”, which is the amount they are required to receive, based on the amount the people voted on giving them. Therefore, for them to receive anymore is in violation of this agreement. Also, nowhere did it ever say the CMRTA/COMET would receive interest. This came to us previously. The Council voted it down, and now it is back again.

Mr. Walker stated he is not interested in accelerating when the COMET receives their payments.

Dr. Thompson stated it does not change the cap, so the \$300,991,000 to the COMET, is the total of what they are slated to receive. This would accelerate the payment to them.

Mr. Walker stated he cannot support it either way, primarily, because he is more interested in the opinions of other entities who have become involved in looking at how these finances are being used, where they are being spent, and the transparency thereof. Therefore, to support accelerating the availability to any entity that is currently in that position just flies in the face of reason, from his perspective.

Ms. Myers stated the COMET thinks this would be over, and above the cap. The County’s position is that this accelerates the cap payment. She does not know if we are discussing apples to apples. She inquired if it legally allowable for us to give the COMET more money than that amount. Would interest payments constitute payments above the referendum?

Mr. Smith stated he saw two documents that speak to this issue. One, Mr. Malinowski has already addressed, which is the specific amount in the referendum. In addition, he took a look at the agreement between the CMRTA and the County. Section 5, of the agreement, says, “The CMRTA shall make a written request to Richland County Council annually for distribution of the 29% of the available proceeds of the Transportation Penny.” Available proceeds of the Transportation Penny is defined as, the amount of sales and use tax revenue, after deducting administrative expenses. Again, there is no reference to interest, which he indicated when we first started talking about this. There is nothing in the referendum and/or the agreement that spoke to the issue of interest.

Ms. Myers stated she has great sympathy for Mr. Andoh’s position. She thinks he does a dynamite job with the COMET, and she would love to be able to support this, but on the strength of what Mr. Smith has told us, she does not think she can. She does not think we have the legal authority to do so.

**Administration and Finance
July 23, 2019**

-3-

Mr. Malinowski made a substitute motion, seconded by Mr. Walker, to forward to Council with a recommendation that the COMET continue to receive their 29%, and no interest payments.

In Favor: Malinowski, Myers, Walker, and Dickerson

Abstain: McBride

The vote in favor was unanimous with Ms. McBride abstaining from the vote.

- c. Fund Balance for inside and outside departments/agencies receiving funds from Richland County should not exceed a certain percentage of their operating budget. This is required to address this matter and determine what reasonable percentage that should be [MALINOWSKI] – Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to adopt the “Other Fund Balance” policy presented by staff.

Mr. Malinowski requested clarification on the staff’s recommendation.

Ms. Hamm stated the outside agencies would fall under one of the four categories, listed on p. 29 of the agenda, and would be reviewed annually during the budget process.

Mr. Malinowski stated his request was that a fund balance policy be created for these agencies, and he is still not that. What we have been given is a regurgitation of fund balance policies of all the millage agencies.

Ms. Hamm stated the outside agencies have their own board that defines their fund balance policy for their General Fund.

Mr. Malinowski stated, if we have no control, then we should move on and forget this.

Ms. Hamm stated we still have Special Revenues, which are a part of the County.

Mr. Malinowski made a substitute motion, seconded by Mr. Walker, to forward to Council with a recommendation to handle all of the County departments, as outlined by staff.

Ms. Myers stated we are setting millage for these outside agencies, and we are taxing the public to collect their money. In many of these cases, they are squirreling away money and coming back to ask us to raise the millage above the cap. What we are now saying is that if their board tells them to come and do that, we should just say, “They got a board that told them to do that.” She does not think we should do that. We should send some kind of signal as to what this Council deems prudent, and the point at which we will no longer provide new money.

Mr. Walker stated the way we would control the fund balance would be through the budget process, and not just taking these millage agencies, which has become habitual, and guiding, by way of controlling the purse strings of these entities, their usage and expenditure of excessive fund balances. (i.e. in excess of \$50M).

Ms. Hamm stated the \$50M is only 19% of their \$267M budget, which is below what we consider an acceptable fund balance.

Mr. Walker understands the need for reserves and fund balances. What he was pointing to was the ability to slow down the rate of year over year budgetary increases, by way of forcing the usage of a particular percentage of their General Fund, as opposed to coming in and asking for a 10% increase, which actually exceeds the millage cap, as a way of controlling fund balance.

Ms. McBride stated, when it comes to the County, we need to determine the amount rather than putting the pressure on them. She inquired if we have the authority to not approve the amount the agencies request.

Mr. Smith stated Council does have the authority. He had a discussion with Ms. Hamm about the purpose for which you are appropriating funds. For instance, if you are appropriating funds for operating and you give them "X" number of dollars, and they do not exceed "X" number of dollars in any fiscal year, then that money lapses into a fund balance. It seems there are two ways to deal with that. You can address it by policy, in terms of how much of fund balance you think is reasonable for what they do, or, when they come back to you, the next year, asking for funding for operations you can look at what their fund balance is and determine whether or not there is any portion of that fund balance that needs to be used to address their operational costs rather than giving them new money.

Ms. Myers stated history shows that it is very difficult, in the budget process, when folks have come in and said, "We want this money for Library, Midlands Tech, the school districts, etc." to request them to come back with a lower number that also employs their fund balance to get to where they need to be. It may be more prudent to send the signal, so that later we are not trying to drag ourselves along to make what is a hard decision on whether or not we are going to say, to the school board, "You have come and told us that without this money you cannot educate all of your children, and now we are not going to give it to you."

Ms. Dickerson stated has a problem when she feels like we are being used. If you have \$50M sitting up there, do not ask for an additional \$50M. When you can show me that you have used some of the \$50M, then that is when she will be more apt to give them what they need.

Mr. Malinowski stated, for clarification, his motion is to approve the recommendation by Ms. Hamm for the four (4) areas outlined on p. 29 of the agenda, and to also include a 5th category that will address the outside agencies.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- d. Columbia Housing Authority Vehicle Donation – Mr. Malinowski moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve the donation of four retired Richland County Sheriff's Department vehicles to the Columbia Housing Authority for use by their police personnel.

Mr. Malinowski inquired if we provided vehicles to this group in the past.

Dr. Yudice stated we provided vehicles to Benedict College in the past.

Mr. Malinowski inquired if we need a hold harmless agreement.

Dr. Yudice stated we would do the same documentation we did when we donated the vehicles to Benedict College.

Ms. McBride inquired if they contacted the Sheriff's Department. She knows with Benedict College they have a law enforcement department, and she is not sure this is same case with the Columbia Housing Authority. She would like to know the Sheriff's thoughts on them using their cars.

Chief Cowan stated the organizations do contact them, but then they are directed to Risk Management and Fleet Services. They deadline the vehicles for Public Safety at 125,000 miles. The Columbia Housing Authority does have a law enforcement entity.

Ms. Myers inquired what the mileage is on these vehicles.

Mr. Peters stated most of the vehicles have between 125,000 – 140,000 miles on them.

Mr. Walker inquired where the revenue generated by the auction of these vehicles would go.

Ms. Hamm stated it would go to Capital Projects.

Mr. Walker inquired if we have a way to restrict the use of these vehicle to their law enforcement entity, as opposed to administrative/board personnel.

Mr. Smith stated we could put something in an agreement that indicates the purpose for which the vehicles are being donated. We would have to keep track of that, in order to enforce it.

Mr. Malinowski stated it is his understanding that Gilbert Walker is no longer with the Columbia Housing Authority, and that is who sent this request. He stated he would think we would want a new request, from whoever is in charge, to make sure they still want these vehicles. He inquired if we have gotten an updated request since Mr. Walker's departure.

Mr. Peters stated he can request that, but he did get a call from them asking if the request was on the agenda, and the progress of the request.

Mr. Malinowski stated he would like to see a new request. He inquired who would decide which vehicles are to be donated.

Mr. Peters stated he would be selecting the vehicles.

Mr. Malinowski moved, seconded by Ms. McBride, to forward this item to Council without a recommendation.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- e. South Edisto Project Funding: Use of CDBG Funds – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals.

Mr. Malinowski stated on p. 35 of the agenda it says, "County staff has verified that Homes for Hope, Inc. has satisfied three out of the four conditions." He inquired which conditions have been satisfied, or which condition has not been satisfied.

Mr. Voignier stated, it is his understanding, that all of the conditions have now been satisfied.

Mr. Malinowski stated the development cost was \$3.546M. Now it shows \$5.54M in project costs.

Mr. Voignier stated he does not know when that particular funding letter was drafting, but the actual project budget is located on p. 78.

Mr. Malinowski inquired if land is considered infrastructure. We said we would give the City of Columbia \$350,000 toward infrastructure, but the only thing in that amount coming from Richland County is for land.

Mr. Smith stated he would have to research that, and bring it back to Council.

Ms. McBride she will meet with Mr. Voignier offline to get her questions answered.

Ms. Dickerson made a substitute motion, seconded by Ms. McBride, to forward to Council without a recommendation.

In Favor: Malinowski, Walker, Dickerson and McBride

Present but Not Voting: McBride

The vote in favor was unanimous.

- f. Town of Eastover Inspection IGA – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve an Intergovernmental Agreement (IGA) between the Town of Eastover and Richland County for providing building code inspections and plan reviews of all residential and commercial buildings for the purpose of renovations, repairs, additions, and new construction within the Town of Eastover’s jurisdictional limits through the Building Inspections Division of the Community Planning and Development Department.

Mr. Voignier stated this is essentially an agreement with Eastover. They no longer have a building official and we are offering our services through an IGA.

Mr. Malinowski stated in the IGA it says, “The Town of Eastover agrees that in order to recoup the costs associated with the services provided under this Agreement, Richland County shall collect fees for such services as set out on the Richland County Fee Schedule, which is attached as Exhibit A.” He inquired if the possibility exist that the fee schedule could change as time goes on. He stated we may want to add, “or any future changes that come about in the fee schedule”.

Mr. Malinowski offered a friendly amendment to add the following language, “or any future changes that come about in the fee schedule” and “that any legal matters arising out of Richland County’s assistance will be covered by the Town of Eastover.”

Ms. Myers stated, for clarification, are we talking about legal issues arising because of their actions or inactions, or just any legal issues.

Mr. Malinowski stated any legal issues that arises without fault by Richland County.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- g. New Hire Probation Update – Ms. McBride moved, seconded by Ms. Myers, to forward to Council with a recommendation to approve a change to the policy of New Hire Probation. The change requested would decrease the probationary period from twelve (12) months to six (6) months.

Ms. Myers inquired if six (6) months is now the industry standard rather than twelve (12) months.

Mr. Malinowski moved, seconded by Ms. Myers, to defer this item until the September Committee meeting.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- h. Richland County Recreation Commission Reprogramming of funds for Allen-Benedict Court Residents – Mr. Malinowski moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve a revision of the Recreation Commission’s usage of the funding approved by the County Council to assist residents of the Allen Benedict Court Community and to be reimbursed for those expenditures incurred during the Day of Giving.

Mr. Malinowski stated the agenda says this particular day the Recreation Commission held was on May 21st. He inquired why they are coming after the fact requesting approval for something they did not have approval to do. They were given monies to provide afterschool activities at six (6) locations. Yet, they spent it all on a one-day event. The general public was at this particular event, so he does not see why the County should be paying for a one-day event in violation of what this entity was told to do with the funding.

Ms. Brandy James, Recreation Commission’s Chief Financial Officer, stated the original event that was in their proposal, approved by Council, was to be held with PRISMA Health and the Richland Library. However, there was a scheduling conflict and they were unable to attend the event on April 27th. In order to make sure that we were serving the residents of Allen Benedict Court they had to revise our proposal.

Mr. Malinowski stated that does not address his question. He stated Council originally approved funding to the Richland County Recreation Commission to provide afterschool activities at six (6) separate locations. Why were those not done? It has nothing to do with a particular one-day event.

Ms. James stated in the original proposal they proposed a resource fair with PRISMA Health and Richland Library. At the resource fair, we agreed to issue 100 vouchers at \$150 each. Again, there was a scheduling conflict that arose, in which they were not able to attend the resource fair.

Mr. Malinowski stated that still does not answer the question. If you were told to provide afterschool activities, at six (6) locations, and spread that funding out, so several individuals could receive the benefit of taxpayer funding, you put it all into one. He sees that you limited it to 75 vouchers.

Ms. James stated they provided 25 grocery vouchers at \$200 each, which totaled \$5,000 to some of the Allen Benedict residents. They also provided other household items, which totaled \$6,925 during the Day of Giving event.

Mr. Malinowski stated the Recreation Commission revised the proposal without Council’s permission.

Ms. James stated they spoke with Mr. Hayes during the process.

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

Mr. Malinowski made a second substitute motion, seconded by Mr. Walker, to deny the request.

In Favor: Malinowski, Walker and Dickerson

Opposed: Myers

Present but Not Voting: McBride

The vote was in favor.

- i. Solid Waste Rate Study – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to accept staff’s recommendation to approve and implement the recommendations contained in the Solid Waste Rate Study performed by HDR and the amendment to the Solid Waste section of the County’s ordinance.

In Favor: Walker, Dickerson and McBride

Opposed: Malinowski and Myers

The vote was in favor.

5. **INFORMATION/DISCUSSION**

- a. Cherry Bekaert – Richland County Audit Planning Discussion – This item was not taken up.

6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. “Move to allocate up to \$50,000 per year in FY20 and FY21 to hire a firm to guide the county in establishing a strategic plan. This planning process would begin after completion of the upcoming county-wide survey and use that constituent input to inform county priorities and strategies. Funds are currently available in the FY19 budget that can be encumbered for strategic planning.” [NEWTON] – No action was taken.

5 **ADJOURNMENT** – The meeting adjourned at approximately 7:00 p.m.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Christopher S. Eversmann, AAE, Airport General Manager
Department: Public Works – Airport
Updated: August 26, 2019 **Meeting Date:** September 24, 2019

Legal Review	Larry Smith via email	Date:	July 17, 2019
Budget Review	James Hayes via email	Date:	August 27, 2019
Finance Review	Stacey Hamm via email	Date:	August 28, 2019
Other Review:	Brittney Terry via email	Date:	September 06, 2019
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph.D. MBA, CPM	
Committee	Administration & Finance Committee		
Subject:	Airport Overnight Stays and Camping events		

Recommended Action:

That Richland County Council approve the policy presented herein regarding overnight stays at the Jim Hamilton – LB Owens Airport.

Motion Requested:

“I move that Richland County Council approve the proposed change to the *Airport Operations Manual* pertaining to Overnight Stays and Camping events at the Jim Hamilton – LB Owens Airport (CUB).”

Request for Council Reconsideration: Yes

Fiscal Impact:

This policy does not require the appropriation or expenditure of any additional County / Airport funds.

Motion of Origin:

“...to forward to Council with a recommendation to approve the movie and camping event subject to the direction and oversight of the Airport General Manager, require execution of a Hold Harmless Agreement, and to request the Airport Commission, working with Airport General Manager, to develop an appropriate policy to adopt regarding overnight stays at the Jim Hamilton-LB Owens Airport. Mr. Malinowski stated he would still like to see Risk Management and Legal work out something that eliminates our liability exposure.” (Excerpt from published minutes)

Council Member	Joe Walker, III, District 6
Meeting	Administration & Finance Committee
Date	April 23, 2019

Discussion:

Experimental Aircraft Association (EAA) Chapter 242, also known as Palmetto Sport Aviation, is a pilot organization based at the Jim Hamilton – LB Owens Airport (CUB). They are an extremely active chapter of that national organization that promotes aviation. Among their many accomplishments is the Young Eagles program that provides free orientation flights for young people between the ages of six and 18 on the second Saturday of each month. They routinely conduct flying-related social events such as pilot education / development / flight safety events, pancake breakfasts, and cookouts.

Earlier this spring, the officers of EAA-242 requested to host a “Drive-in” movie type event at the airport to which guests would be able to fly (or drive) to the airport for the purpose of watching an aviation-themed movie. The movie would be viewed out-of-doors and, following the movie, they asked for permission to permit visitors to camp overnight at the airport. This request was brought before County Council who ultimately referred it back to the Administration & Finance Committee. That Committee directed that a policy be developed, approved by the Airport Commission, and returned for Council consideration.

As a reminder, the following background is again provided:

- The *Airport Operations Manual* does not address (nor prohibit) overnight camping at the Airport.
- The Airport Terminal Building is staffed and open from 6:00 a.m. through 10:00 p.m. Sunday through Saturday. There are no airport employees (County or FBO) routinely on site when the airport terminal is closed.
- Though the terminal building is closed, the airport runway and taxiway are available for use around-the-clock.

The Operations & Facilities Committee of the Airport Commission has reviewed the attached policy (which, if approved, would be incorporated into the Regulations Section of the *Airport Operations Manual*) and recommended approval by the Richland County Airport Commission. The Airport Commission met on July 8, 2019 and voted to recommend approval by County Council.

The following comments were provided by the Office of Risk Management Staff on July 16, 2019:

I recommend we require a Hold Harmless Agreement as well as a Certificate of Liability Insurance from the host of this event showing the adequate coverages as outlined in the Hold Harmless agreement. I also suggest requiring Richland County be added as an additional insured to the host’s policy with the carrier as it pertains to the event. There may be an additional cost to the host for this coverage, but it will ensure the carrier recognizes Richland County as a designated party and will cover them for at least defense costs in the event that litigation would arise. Often, even if an executed Hold Harmless is in hand, coverage is questioned by the carrier if the same is not reflected in the policy endorsements. This way, we know that if an incident arises in which insurance carrier would have to be notified, Richland County is protected by the host’s coverage. New Certificates of Insurance should be requested for every event so that if the same host requests multiple events, we are sure their coverage is still in effect and we are still listed as additional insureds on the policy for the event. Further, I recommend examination of the coverage provided to make sure these special events are actually covered under the General Liability policy. Often times you are required to secure a Special Events Policy as the regular General Liability Policy excludes coverage for special events of this nature due to the increase exposure they create. It may be better to

require proof of Special Events Coverage wording in the base policy OR confirmation of a standalone Special Events Policy – both of which would need to include Richland County as additional insured.

I am very concerned with the fact there is no Richland County representative on site from 10pm to 6am during these events. I understand there will be a designated individual on site. However, they are not our representative and possibly not educated in County rules, regulations, guidelines, etc. We should have a Richland County representative on site during these hours – whether it be Eagle or a Richland County Employee familiar with the airport and their specific rules. I understand the Airport Manager is the only Richland County employee that is regularly at this location, so it may be logical to designate this person as the Richland County representative for these functions. It doesn't make sense to have people on County property in this scenario without some sort of competent County party also present.”

The following comments were provided by the County Attorney on July 17, 2019:

“I concur with Risk Management regarding their assessment of the insurance provision requirements that they have outlined as well; and would echo their concerns regarding not having a county representative on site. If the Council decides to move forward with this program, the Hold Harmless document needs to reflect the insurance requirements as outlined by Risk Management.”

The Airport Staff defers to ORM and Legal Staffs on questions within their respective areas of expertise and cognizance.

Airport operations typically and mostly occur with no County staff on site; FBO staff, if deemed required, by virtue of their contract and experience, are wholly capable of overseeing routine airport operations or associated events such as this.

Attachments:

1. Airport Operations Manual proposed change; and
2. Hold Harmless Agreement (HHA) template

23. OVERNIGHT STAYS AND CAMPING AT THE AIRPORT

In general terms and as a matter of routine, the airport is not staffed nor equipped for overnight stays. Lease of a hangar is not intended to include use for overnight stays and use as a permanent or temporary domicile is not permitted. Similarly, overnight stays in the terminal building are not authorized in non-emergent, unsupervised situations.

Supervised group camping events at the Airport may be authorized and conducted under the following circumstances:

- They are sponsored and supervised by the local Experimental Aircraft Association (EAA) Chapter;
- A consolidated campsite outside of all Runway and Taxiway Safety Areas is erected in a location approved by the Airport General Manager;
- A designated EAA Chapter officer shall be in charge of the event and remain on site for the duration;
- No campfires or individual cooking fires are authorized;
- The event is covered by a formal "Hold Harmless" agreement between the EAA Chapter and Richland County / Jim Hamilton – LB Owens Airport (CUB) (a draft "Hold Harmless" agreement is included in Appendix B to this Manual);
- The event is covered by EAA Chapter insurance with the following specified coverage:
 - Commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and;
 - \$2,000,000 general aggregate for bodily injury, property damage, and personal injury.
- Permission is obtained from the Airport General Manager at least seven-days in advance of the proposed event. Requests should be in writing and originate from the EAA Chapter President.
- The Airport General Manager has ultimate authority to cancel the event at any time.

STATE OF SOUTH CAROLINA)
) **AGREEMENT AND HOLD HARMLESS**
COUNTY OF RICHLAND)

THIS HOLD HARMLESS AGREEMENT, hereinafter “Agreement”, is dated as of the _____ day of _____ and is made by and between the undersigned parties.

WHEREAS, Richland County owns and operates the Jim-Hamilton – LB Owens Airport (“Airport”); and

WHEREAS, _____ (Insert your organization name) would like to host a recreational event (“Event”) on _____ (Insert date / time) at the Airport;

NOW, THEREFORE, for and in consideration of the mutual covenant below, the sufficiency of which is hereby acknowledged, _____ and Richland County agrees as follows:

1. Richland County agrees to allow _____ to perform the following activities on the Airport property:

INSERT SPECIFICALLY ALLOWED ACTIVITIES

2. _____ and its guests, invitees, and participants of any kind agree to:

INSERT REQUIREMENTS AND PROHIBITIONS

3. **INSERT INSURANCE REQUIREMENTS**

4. Upon the execution of this Agreement, Officers of _____, for itself and its predecessors, successors, executors, administrators, assigns, legal representatives, affiliated companies, agents, officers, directors, shareholders, attorneys and partners, does hereby release, hold harmless, indemnify and defend Richland County, its Airport Commission and Commissioners, its employees, its Fixed Base Operator (Eagle Aviation), agents, administrators, assigns, their predecessors, successors, agents, officers, directors, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys’ fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of or in connection with the use by _____ of the

Airport for the Event, excluding however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Richland County, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF:

Witness

Officers of _____

By: _____

Its: _____

Witness

Richland County

By: _____

Its: _____



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Updated: August 27, 2019 **Meeting Date:** September 24, 2019

Legal Review	<i>Feedback not received by the deadline for submission</i>		
Budget Review	James Hayes via email	Date:	August 27, 2019
Finance Review	Stacey Hamm via email	Date:	August 28, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

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

Recommended Action:

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

Motion Requested:

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

Request for Council Reconsideration: Yes

Fiscal Impact:

There are costs associated with staff’s plan review time and maintenance of infrastructure.

Motion of Origin:

The request did not originate from a Council member.

Council Member	
Meeting	
Date	

Discussion:

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

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

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

Attachments:

1. Updated IGA
 - a. Lexington County Additions (redlined)
2. 2007 IGA
3. Amendments to Chapter 21

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

This agreement is entered into this ____ day of ____ 2019, by and between the County of Richland, the County of Lexington, bodies politic duly created and existing pursuant to the provisions of S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Section Two: Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance. The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all internal requirements of the Town of Irmo have been met. Once the County of jurisdiction has approved the Land Disturbance Permit and National Pollutant Discharge Elimination System (NPDES) coverage is acquired, the approved Land Disturbance Permit will be forwarded to Town of Irmo within ten (10) business days for distribution to applicant. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland and Lexington County Maintenance Responsibilities

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

Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for each County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of Richland and/or Lexington County. Maintenance will include:

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

With the exception of street name signs, neither County will provide maintenance on roads that have been accepted into the State Highway System. Each County will provide name signs on the portion of roadways within the Town of Irmo's limits that lie within Richland and/or Lexington County.

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

C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines. The same level of maintenance will be provided within the Town of Irmo's limits located within Richland and/or Lexington County as in the unincorporated areas of Richland and/or Lexington County. Maintenance will include:

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

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one

requiring a private construction contract in the judgment of the County's Public Works Director.

Section Four: Funding

The County will assess the residents of the Town of Irmo in Richland and/or Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland and/or Lexington County. The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by Richland and/or Lexington County hereunder. The provisions of this section apply to:

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

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

Section Five: Termination

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

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

Section Six: Term

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

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County.

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

#7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

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

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

COUNTY OF LEXINGTON

BY: _____

WITNESSES:

TOWN OF IRMO

BY: _____

IGA APPROVED BY RICHLAND COUNTY

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

This agreement is entered into this ____ day of ____ 2019, by and between the County of Richland, the County of Lexington, bodies politic duly created and existing pursuant to the provisions of S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

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

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

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

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

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

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

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2. Commercial Developments - The County ~~with the majority of the~~ which has greater than fifty (50) percent of the acreage of land disturbance will review and inspect the project to that county's engineering standards. An objective determinant, such as a deed, plat, map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than (50) percent ~~Coordination between the two counties will decide who has the majority~~ of the acreage of land disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
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Section Three: Richland and Lexington County Maintenance Responsibilities

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

IGA APPROVED BY RICHLAND COUNTY

or by the Town of Irmo. In addition through its Department of Public Works, the County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for each County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of Richland and/or Lexington County. Maintenance will include:

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

With the exception of street name signs, neither County will provide maintenance on roads that have been accepted into the State Highway System. Each County will provide name signs on the portion of roadways within the Town of Irmo's limits that lie within Richland and/or Lexington County.

- B. Each County will incorporate their respective County maintained roads within the Town of Irmo's limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.
- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines. The same level of maintenance will be provided within the Town of Irmo's limits located within Richland and/or Lexington County as in the unincorporated areas of Richland and/or Lexington County. Maintenance will include:
- Cleaning drainage ditches
 - Cleaning and/or repairing closed storm sewers
 - Cleaning and/or repairing catch basins, drop inlets, junction boxes, ~~etc.~~
 - Minor ditch excavation
 - Minor storm sewer installation that can be accomplished by County maintenance forces.
 - Any additional maintenance deemed appropriate by Richland and/or Lexington County.

IGA APPROVED BY RICHLAND COUNTY

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

Section Four: Funding

The County will assess the residents of the Town of Irmo in Richland and/or Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland and/or Lexington County. The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by Richland and/or Lexington County hereunder. The provisions of this section apply to:

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

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

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

Section Five: Termination

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

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

Section Six: Term

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

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland

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IGA APPROVED BY RICHLAND COUNTY

County.

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

IGA APPROVED BY RICHLAND COUNTY

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

WITNESSES: COUNTY OF RICHLAND

BY: _____

WITNESSES: COUNTY OF LEXINGTON

BY: _____

WITNESSES: TOWN OF IRMO

BY: _____

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

Section I - County Responsibilities

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

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

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Page 1 of 6 OCT 18 2007

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

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

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

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

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

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

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

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

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

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

Section II - Municipal Responsibilities

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

Section III – Funding

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

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

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

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

Section IV - Capital Drainage Improvements

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

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

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

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

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

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

Section I- Obligation to Comply with Permit

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

ARTICLE 3 - GENERAL

Section I- Severability

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

Section II- Successors and Assigns

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

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

Section III - Extension of Authority

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

Section IV - Termination by the County

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

Section V- Termination by the Municipality

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

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

Section VI- Insurance

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

Section VII- Duration

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

Section VIII- Previous Agreements

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

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

as heretofore duly authorized on the date first above written.

WITNESSES:

Sydney Keating
Tony McDonald

John
[Signature]

COUNTY OF RICHLAND

By:

J. Milton Pope
J. Milton Pope
County Administrator

Richland County Attorney's Office

Amelia R. Linder

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

TOWN OF IRMO

By:

John L. Gibbons
John L. Gibbons
Mayor

BOOK 14

PAGE 222

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

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

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

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

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

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

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

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

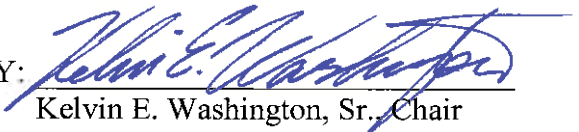
- (a) Except as provided for in sections 21-4, 21-5, and 21-5.5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

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

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

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

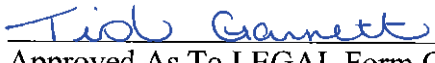
RICHLAND COUNTY COUNCIL

BY: 
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE 6th DAY
OF November, 2013.


Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE


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

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning & Development
Date Prepared: August 27, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via email	Date:	September 18, 2019
Budget Review	James Hayes via email	Date:	August 27, 2019
Finance Review	Stacey Hamm via email	Date:	August 28, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee: Administration and Finance

Subject: Legal Services Contract Extension for Richland County Conservation Commission (RCCC)

Recommended Action:

The Richland County Conservation Commission recommends approval to extend the current agreement with Ken Driggers, LLC for a period of two (2) years through an addendum to provide Legal Services in the amount of \$30,000 each year for the Richland County Conservation Commission (RCCC).

Motion Requested:

I move to approve the extension of the current agreement with Ken Driggers, LLC for a period of two (2) years through an addendum to provide Legal Services in the amount of \$30,000 each year for the Richland County Conservation Commission (RCCC).

Request for Council Reconsideration: Yes

Fiscal Impact:

Funding is available in Professional Services (5265) of Conservation Commission (1209451000) for FY20 and FY21.

Motion of Origin:

There is no associated Council motion of origin. Staff has moved this request forward at the request of the Richland County Conservation Commission.

Council Member	
Meeting	
Date	

Discussion:

RCCC maintains a conservation easement and land acquisition program that requires specialized legal expertise. Ken Driggers, LLC holds over 30 years of practical experience specializing in conservation law, which includes authoring hundreds of conservation easements, maintaining knowledge of the latest federal regulations and case law rulings, co-authoring two (2) historic preservation state laws affecting RCCC programs, and trail building and rail-to-trail conversion dealing with the legalities of railbanking and trail easements for various grants and projects. Frequent questions arise from current easement grantors about non/allowable activities and utility and highway issues that Mr. Driggers advises on.

Ken Driggers, LLC has served RCCC in this capacity for 18 years, which provides for institutional knowledge, an understanding of complex issues, and the ability to advise RCCC and its easement grantors on allowable activities and utility and roads requirements.

Attachments:

1. Proposed Addendum for Extension (2019)
2. Current Agreement (2017)

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT entered into this 1st day of November 2017 by and between the Richland County Conservation Commission, (hereinafter referred to as the “Client”) and Ken Driggers, LLC (hereinafter referred to as “Attorney”)

WITNESSETH THAT:

WHEREAS, Richland County desires to engage Ken Driggers, LLC to render legal assistance relative to the promotion and implementation of the Client’s conservation program.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Client engages and designates the Attorney to render legal assistance to the Conservation Commission. Such engagement and designation shall remain in force for twenty-four months from initiation of the services. The parties by mutual written agreement may extend the agreement term of performance if necessary.

The Attorney shall provide services as outlined in this contract and consistent with the overall project as described. The Attorney will be paid an amount not to exceed \$2,500 per month unless otherwise authorized. A monthly request for payment will be accompanied by an invoice outlining the services provided and time spent on such services.

SCOPE OF SERVICE

The scope of service outlines Ken Driggers, LLC’s role in assisting the Richland County Conservation Commission to develop and implement specific aspects of the Commission’s proposed conservation program. The scope of services is attached as Attachment A.

ARTICLE I – DEFINITIONS

The term “Client” shall mean Richland County Conservation Commission.

The term “Attorney” shall mean Ken Driggers, LLC.

The term “Work” shall include all obligations, duties, requirements, and responsibilities, required for the successful completion of the Agreement by Attorney, including furnishing of all supervision, labor, materials and other supplies, in accordance with the terms and conditions set forth herein.

ARTICLE II – INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless Client from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by Attorney or anyone

acting under its direction or control or in its behalf in the course of its performance under this Agreement, provided the Attorney's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of Client.

Client and Attorney realize that the performance of the duties in the contract involve working with third parties. In no way does the relationship imply a legal representation of such third parties and such third parties shall be given notice of the limitation of such advice received from Attorney.

ARTICLE III – AUDIT OF RECORDS

Attorney shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Attorney in the performance of the service herein. Client shall have the right, upon reasonable notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Attorney's books and records relating to these several areas.

ARTICLE IV – OWNERSHIP OF DOCUMENTS

Client shall have complete and unrestricted right to use all drawings and documents prepared by Attorney in connection with its performance of the services described or referred to herein. Said documents are to be the property of Client and are not to be used by Attorney or anyone acting on behalf of the Attorney on other projects except by prior written approval of Client.

ARTICLE V – TERMINATION

Client shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by written notice. Upon receipt of any termination notice, Attorney shall immediately discontinue services on the date and to the extent specified in the notice. Attorney shall be paid the actual costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by Client to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Attorney prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Task Release.

Client may also cancel or terminate for default of this Agreement in whole or in part by written notice to the Attorney:

- if Attorney shall become insolvent or make a general assignment for the benefit of creditors; or
- if a petition under the Bankruptcy Act is filed by Attorney; or
- if Attorney becomes involved in some legal proceedings that in the opinion of Client interferes with the diligent, efficient performance and satisfactory completion of the services; or
- If Attorney fails to perform the services within the time specified or any Client-authorized

extension thereof.

ARTICLE VI – GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between Attorney and Client shall be decided by a court of competent jurisdiction of the State of South Carolina, in accordance with the laws of South Carolina.

ARTICLE VII – CLIENT FURNISHED DATA

All engineering data maps, plans, specifications, drawings, or other Client furnished property shall remain the exclusive property of Client. Attorney agrees that such Client property will be used for no purpose other than for work for Client under this agreement. Attorney shall sign and deliver written itemized receipts for all such property to the Commission Chair and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, such property shall be returned to Client.

ARTICLE VIII – PROPRIETARY INFORMATION

Any proprietary information concerning Client, its products, data documentation services or manufacturing processes which are designated as proprietary information by Client and disclosed to the Attorney incident to the performance of this Agreement shall remain the property of Client and are disclosed in confidence, and no rights are granted to Attorney to produce or have produced any such products or to practice or cause to be practiced any such manufacturing processes or other processes, or reveal, disclose, or publish any such data and documentation.

ARTICLE IX – PUBLICITY

No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Attorney without the prior written approval of the Commission Chair. Any inquiry that Attorney may receive from news media concerning this Agreement will be immediately referred to the Commission Chair for approval prior to response.

ARTICLE X – GRATUITIES

Client prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. Attorney or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of client.

ARTICLE XI – OWNERSHIP OF DATA

Attorney agrees that Client permanently owns the design, layout and content of all information

developed by the Attorney for display by the Client.

ARTICLE XII– METHODS OF PRESENTATION AND PROGRAMS

The Attorney is not authorized to make any changes to the Scope of Service without approval of the Commission.

ARTICLE XIII– ENFORCEMENT OF CLIENT’S POLICY

The Attorney must abide by all policies created by the Client in an effort to limit the Client’s liability. This includes, but is not limited to the Client’s policy stating that the Client must approve any and all information design for this project before publication.

ARTICLE XIV – DEFAULT

In case of default, the Client reserves the right to purchase any or all items in open market, charging Attorney with any excessive cost. Should such charges be assessed, no subsequent bids of the defaulting Attorney shall be considered until the assessed charges have been satisfied.

ARTICLE XV – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Client and Attorney. It supersedes all prior contemporaneous communications, representation or agreements, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE XVIII – NON-APPROPRIATIONS

Any contract entered into by the Client resulting from this agreement shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

ATTORNEY AND CLIENT ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERM. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This agreement will be effective as of: November 1, 2017 for two years.

Ken Driggers, LLC

Kenneth C. Driggers
Signature (Authorized Representative)

Kenneth C. Driggers
Print Name

OWNER
Title

10/23/17
Date

Richland County

Gerald Seals
Signature (Authorized Representative)

Gerald Seals
Print Name

County Administrator
Title

10/20/17
Date

Richland County Attorney's Office

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

ATTACHMENT A

Scope of Services

Ken Driggers, LLC will assist the Richland County Conservation Commission (“Commission”) in the following tasks:

1. Provide unique and specialized legal assistance for easement drafting, negotiations, and contracts to include legal form, enforceability, and tax compliance.
2. Provide legal advice in the contracting and management for appraisals, surveys and other ancillary costs dealing with conservation and preservation to ensure current standards of the Internal Revenue Service and Land Trust Accreditation program are met.
3. Advise county staff on conservation properties as requested by reviewing the current state of legal best practices and standards in conservation in the United States and ensuring compliance by the Conservation Division.
4. Provide legal advice to the Commission on organizational matters as requested, to include rules of order, document drafting, and advisory letters to Council.
5. Ensure staff is counseled on legal aspects of communicating conservation goals to landowners and other organizations.
6. Provide legal advice on how county properties and programs can be utilized to promote and/or provide greenways in Richland County and to maximize funding options.
7. Cooperate in other Commission educational opportunities by presenting programs on legal ramifications of conservation options for landowners and local governments.
8. Provide legal advice to the Commission on matters related to the historic program to include tax incentives, landowner agreements and preservation easements to ensure that all practices are in keeping with county, state, and federal policy while furthering the landowner’s goals.
9. Provide legal advice to the Commission on the policy effects of related state and federal changes in conservation and preservation policy.
10. Provide training to new and existing county staff in the legal practices and implementation of conservation and preservation techniques to include acquisition, easement, bargain and tax driven options, and regulatory efforts.
11. Support land management and access development of the conservation lands program by reviewing policies and practices to ensure legal suitability of techniques relative to conservation principles and Commission goals.

STATE OF SOUTH CAROLINA)
) Addendum to Agreement
COUNTY OF RICHLAND) (Extension)

This ADDENDUM entered into this 1st day of November 2019, by and between RICHLAND COUNTY (hereafter referred to as "County"), and Ken Driggers, LLC (hereafter referred to as "Attorney").

WHEREAS, the parties entered into an Agreement (hereinafter the "Agreement"), dated November 1, 2017; and

WHEREAS, the Agreement contained a provision allowing for extension of said Agreement: and

WHEREAS, the parties now wish to again extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically two (2) years from the date of execution of this Addendum.
2. In all other aspects, the Agreement shall remain in full force and effect.
3. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Ken Driggers, LLC

Chanda Cooper
Cliff Dick

By: Ken Driggers
Its: Cliff

Richland County Attorney's Office
Elizabeth A. Webb
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Ashiya A Myers, Assistant to the County Administrator
Department: Administration
Date Prepared: September 06, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via approved lease extension	Date:	n/a
Budget Review	James Hayes via email	Date:	September 06, 2019
Finance Review	Stacey Hamm via email	Date:	September 10, 2019
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Waverly Magistrate – Lease Renewal		

Recommended Action:

The Chief Magistrate recommends renewing the lease for two years for the property located at 2712 Middleburg Drive, Columbia, 29204 for use by the Waverly Magistrate.

Motion Requested:

Move to approve the lease extension/renewal for the property located at 2712 Middleburg Drive, Columbia, 29204 for use by the Waverly Magistrate.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no rental fee increase associated with the renewal. The rental rate is \$3,080 per month. Funds are presently allocated in the department’s budget.

Motion of Origin:

There is no Council motion associated with this request.

Council Member	
Meeting	
Date	

Discussion:

The Waverly Magistrate’s office is presently located in leased office space at 2712 Middleburg Drive, Columbia, 29204. The lease was executed in August 2000 for an initial term of five (5) years, with an option to renew for an additional five (5) years. In 2010, the five (5) year renewal was executed; however, since 2015, the lease has been extended using one or two year renewals. The rental rate is \$3,080 per month; there is no increase associated with the proposed extension.

Attachments:

1. 2018 Executed Lease Agreement
2. Proposed Lease Agreement Extension

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this 29th day of August, 2018 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of one (1) year upon the same terms and conditions with the rental rate being \$36,960 payable in equally monthly installments of \$3,080. This one-year extension shall commence November 1, 2018 and terminate October 31, 2019. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD: WOODLAND VILLAGE, LLC

By Robin H. Dial
Robin H. Dial

TENANT: RICHLAND COUNTY

By Sandra Yudice
Sandra Yudice, Ph.D
Assistant County
Administrator

Richland County Attorney's Office
Elizabeth J. Miller
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this _____ day of _____, 2019 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of two (2) years upon the same terms and conditions the same rental rate being \$36,960 payable in equally monthly installments of \$3,080. This two-year extension shall commence November 1, 2019 and terminate October 31, 2021. Provided acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD: WOODLAND VILLAGE, LLC

By _____
Robin H. Dial

TENANT: RICHLAND COUNTY

By _____



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Sierra Flynn, Assistant Manager of Procurement
Department: Finance
Date Prepared: August 29, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via email	Date:	September 04, 2019
Budget Review	James Hayes via email	Date:	September 04, 2019
Finance Review	Stacey Hamm via email	Date:	September 04, 2019
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Award of Uniform Services Project		

Recommended Action:

Staff recommends approval of the award for uniform services to Unifirst Corporation.

Motion Requested:

Move to accept staff’s recommendation to approve the award of uniform services to Unifirst Corporation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Each department using uniform services has an approved budget for uniform services; therefore, no additional funding is necessary. On average, the County spends approximately \$130,000 annually in uniform services.

Motion of Origin:

There is no associated Council motion.

Council Member	
Meeting	
Date	

Discussion:

The County utilizes uniform services to provide approximately one hundred sixty-five (165) employees' uniforms, laundering and dry cleaning service for uniforms, and laundering and cleaning of building matting.

Request for Bid # RC-113-B-2019 was issued in June, 2019. There were two (2) responses- Cintas Corporation and Unifirst Corporation. Unifirst Corporation was the lowest responsive and responsible bidder.

Attachments:

1. Bid tabulation

General Info

Number: RC-113-B-2019
Description: Uniform Services

**NON-MANDATORY PRE- BID
TUESDAY, JULY 2, 2019 AT
2:00 PM LOCATED AT 2020
HAMPTON STREET. SUITE
4072, COLUMBIA, SC 29204**

Deadline: 2019-08-01 19:00:00 UTC

Bids

Business	Bid Total	Submitted at	Signed by
Cintas Corporation	\$24.86	2019-08-01 18:45:13 UTC	Christopher Dunne
Unifirst Corporation	\$21.59	2019-08-01 16:53:50 UTC	Brent Harper



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Manager
Department: Finance – Procurement Division
Date Prepared: August 06, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via email	Date:	September 04, 2019
Budget Review	James Hayes via email	Date:	September 06, 2019
Finance Review	Stacey Hamm via email	Date:	September 04, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Fire Stations' Roof Replacement		

Recommended Action:

Staff recommends awarding the Request for Bid # RC-207-B-2019- Three Fire Stations Roof Replacement to Frizzell Construction Co. Inc. dba of Summit BSR Roofing.

Motion Requested:

Move to accept staff's recommendation to award the Request for Bid # RC-207-B-2019- Three Fire Stations Roof Replacement to Frizzell Construction Co. Inc. dba of Summit BSR Roofing.

Request for Council Reconsideration: Yes

Fiscal Impact:

Staff requests approval of \$192,000 plus contingency of \$24,000 for a total of \$216,000 for the project. Funding is available in the Operational Services Facility Grounds & Maintenance- Fire budget line, no additional funding is required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

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

1. Crane Creek Fire Station (Station #18) located at 7401 Fairfield Rd
2. Sandhill Fire Station (Station #24), located at 130 Sparkleberry Lane
3. Capital View Fire Station (Station #30), located at 8100 Burdell Drive

Procurement issued and publically advertised Solicitation RC-207-B-2019, "Three RC Fire Stations' Roof Replacement." There were six responses to the Request for Bid.

1. Frizzell Construction Co. Inc. dba Summit BSR Roofing
2. Allcon of Greenville Inc. dba Allcon Roofing
3. Mecklenburg Roofing Inc.
4. RPI (Roofing Professionals Inc.)
5. Aqua Seal MFG and Roofing Inc.
6. Watts & Associates Roofing, Inc .


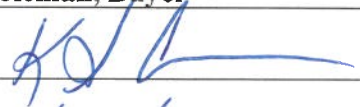
Frizzell Construction Co. dba Summit BSR Roofing was the lowest, responsive, responsible bidder.

Attachments:

1. Bid tabulation

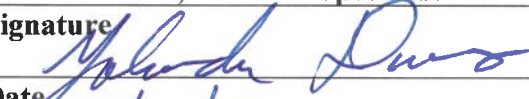

Solicitation/Quote Number: Three RC Fire Stations Roof Replacement, 207-B-2019	Date Issued: June 10, 2019	Due Date: July 11, 2019 Time Due: 3:00PM	PAGE <u>1</u> OF <u>2</u>
Department: PW Operational Services Department	Requisition#	Buyer: Yolanda Davis	Number of Addendum(s) Issued: 1
Representative: David Bertolini	Purchase Order Number:	Bid Bond %	Apparent Low Bidder:

REVISED Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Summit BSR Roofing	Vendor: Watts & Associates	Vendor: Mecklenburg Roofing	Vendor: Roofing Professional Inc.
1	Crane Creek Fire Station	LS	1	\$61,444.00	\$96,600.00	\$54,509.00	\$66,500.00
2	Sandhill Fire Station	LS	1	\$82,204.00	\$156,400.00	\$124,124.00	\$60,000.00
3	Capital View Fire Station	LS	1	\$48,585.00	\$89,900.00	\$44,907.00	\$108,600.00
	TOTAL			\$192,233.00	\$342,900.00	\$223,540.00	\$235,100.00
Name & Title of Certifying Official: Yolanda Davis, Contract Specialist				Name & Title of Assistant: Kathy S. Coleman, Buyer			
Signature 				Signature 			
Date 7/22/19				Date 7/22/19			

Solicitation/Quote Number: Three RC Fire Stations Roof Replacement, 207-B-2019	Date Issued: June 10, 2019	Due Date: July 11, 2019 Time Due: 3:00PM	PAGE <u>2</u> OF <u>2</u>
Department: PW Operational Services Department	Requisition#	Buyer: Yolanda Davis	Number of Addendum(s) Issued: 1
Representative: David Bertolini	Purchase Order Number:	Bid Bond %	Apparent Low Bidder:

REVISED Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Aqua Seals MFG & Roofing	Vendor: Allcon Roofing	Vendor:	Vendor:
1	Crane Creek Fire Station	LS	1	\$68,900.00	\$41,852.00		
2	Sandhill Fire Station	LS	1	\$124,850.00	\$122,712.00		
3	Capital View Fire Station	LS	1	\$66,500.00	\$43,478.00		
	TOTAL			\$ 260,250.00	\$208,042.00		
Name & Title of Certifying Official: Yolanda Davis, Contract Specialist				Name & Title of Assistant: Kathy S. Coleman, Buyer			
Signature 				Signature 			
Date 7/22/19				Date 7/22/19			

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Project survey, design and advertisement of the project was completed by our Airport Engineering Consultant, WK Dickson, as funded by our annual Airport Improvement Program (AIP) grant from last Federal Fiscal Year (FY).

Due to the differences in Fiscal Years and the sequence of grant application and award, the usual 5% State funding (as well as the availability of sufficient local funds), we request that approval be granted with only the availability of Federal and Local funds at this time. We have always, ultimately been able to obtain State funding. These identical situations with a brief lag in State funding occur each year.

The project was properly advertised for a 30-day period, and three bids were received. Taylor Brothers Construction Co. Inc was the lowest, responsive, responsible bidder. This bid has been reviewed by the Project Engineer, is consistent with the Engineer’s estimate, and is recommended for award to Taylor Brothers Taylor Brothers is a registered SLBE with Richland County and a certified DBE with the State of South Carolina.

Attachments:

1. Recommendation letter and bid tabulation, Project Engineer, WK Dickson, of August 30, 2019
2. Contractor’s License
3. SLBE Certification Listing
4. DBE Certification Listing

August 30, 2019

Mr. Christopher Eversmann, PE, AAE
Jim Hamilton - L.B. Owens Airport
1400 Jim Hamilton Boulevard
Columbia, SC 29205

Ms. Jennifer Wladischkin, Director of Procurement
Richland County
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**RE: Various Airport Site-Civil Improvements Construction
Jim Hamilton – L.B. Owens Airport (CUB)
WKD Project No. 20180391.00.CA
Richland County Solicitation #RC-199-B-2019**

Dear Mr. Eversmann and Ms. Wladischkin:

Construction bids for the referenced project were received on June 20, 2019 at 2:00 PM. Three bids were received and read aloud. An itemized tabulation of the bids submitted is enclosed for your review and information, as well as a scanned copy of the original bid forms for all responsive bidders: AOS Special Contractors, Inc.; Taylor Brothers Construction, Inc.; and Lindler's Construction of S.C., LLC.

We have reviewed the bid, original bid documents, and bid tabulation. We understand that the Federal Aviation Administration (FAA) has provided a grant to construct the Schedule II work areas. Based on the information we have at this time, we recommend that Richland County award the contract in the amount of \$521,872.50 to Taylor Brothers Construction, Inc., as the Lowest Responsive/Responsible Bidder. This bid price includes the scope of work in Schedule II as funded by the available FAA Grant.

Mr. Eversmann
Ms. Wladischkin
August 30, 2019
Page 2

We appreciate the opportunity to provide this service for Richland County and the Jim Hamilton-LB Owens Airport. We are available to answer any questions that you may have upon your examination of these documents.

Sincerely,
W. K. Dickson & Co., Inc.



Terry A. Macaluso, P.E.
Vice President

cc: Anna Lynch, FAA (bid tabulation)
Mick Metcalf, PE, WK Dickson
Joseph Barkevich, AICP, WK Dickson

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

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

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



 Terry A. Macaluso, PE - Vice President

Print this page

Board: Commercial Contractors

TAYLOR BROTHERS CONSTRUCTION CO INC
2201 ATLAS ROAD
COLUMBIA, SC 29209-3621
(803) 776-5113

License number: 15148
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2020
First Issuance Date: 02/08/1993
Classification: AP5 CP5 GD5
Qualified By: Financial Statement
President / Owner: info@taylorbrotherssc.com

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

Supervised By
TAYLOR COLLIER (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#) [View Other License for this Person](#)
No Orders Found

RCGOV Certified Directory

As of 9/9/2019 11:51:44 AM

Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip
Taylor Brothers Construction Company Inc	Robert	Taylor	2201 Atlas Road	Columbia	SC	29209	PO Box 90536	Columbia	SC	29209
	Agency	Certification Type	Capability						Industry	
	RCGOV	SLBE	Asphalt Paving, Concrete Paving, Grading, and Site Preparation						Construction	

Generated from the B2Gnow System.

South Carolina Unified DBE Directory

Taylor Brothers Construction Company, Inc.

Robert L. Taylor, Jr.
2201 Atlas Road
Columbia, SC 29209

Phone: (803) 776-5113
Fax: (803)776-0174
Email: ronald@taylorbrotherssc.com
Web: www.TaylorBrothersSC.com

Area of Work:

Hauling (31) - Grading - Demolition, storm drain, curb and gutter, sidewalk, stone base, clearing and grubbing, silt fence installation, and erosion control, Debris removal and related services

NAICS Code:

237110, 238110, 238910, 484220, 561730

Date Cert: 7/14/2015 DBE

Sub Manufacturer
Consultant Dealer



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Michael A. Byrd, Director
Department: Emergency Services Department
Date Prepared: September 08, 2019 **Meeting Date:** September 24, 2019

Legal Review	Larry Smith via email	Date:	September 10, 2019
Budget Review	Stacey Hamm via email	Date:	September 10, 2019
Finance Review	James Hayes via email	Date:	September 10, 2019
Approved for Council consideration:	Assistant County Administrator	John Thompson, Ph.D. MBA, CPM	

Committee Administration & Finance
Subject: Donation of old air packs (SCBA) to Richland School District One’s CATE Program

Recommended Action:

Staff recommends approval of the donation of 20 old fire fighter air packs (SCBA - Self Contained Breathing Apparatus) to the Richland School District One’s Career and Technical Education (CATE) program to be used in training high school students.

Motion Requested:

Move to approve the donation of 20 air packs to Richland School District One to be used in the Career and Technical Education (CATE) program.

Request for Council Reconsideration: Yes

Fiscal Impact:

The air packs have been replaced with new and improved models following the issuance of a bond by County Council. The remaining air packs are being auctioned through the government surplus program. Until the old air packs are sold at auction, the value of the old air pack cannot be established.

Motion of Origin:

There is no associated Council motion of origin; ESD initiated this request at the request of School District One.

Council Member	
Meeting	
Date	

Discussion:

School District One's CATE Department launched a firefighter program at Lower Richland High School in 2017 to teach high school students about firefighting. The program relies on donated equipment for training purposes. Richland County has donated two out-of-service fire trucks to other CATE programs in Richland County. None of the equipment will be used in emergency response. The County Attorney's Office will draft a hold harmless agreement to be executed by the School District upon its receipt of the donated equipment.

The following is provided on the Richland School District One website:

What We Do

Richland One Career and Technical Education Department supports and oversees all aspects of CTE local, state, and federal regulations and policies. CTE programs afford students the opportunity to receive college credits, state and nationally recognized industry certifications, internships, advanced technical and leadership skills. CTE students also participate in infused academics, internships, apprenticeships, and student organizations. The CTE Department is dedicated to making each school year a dynamic experience for our students, our parents, our staff, and Richland One!

Major Responsibilities

- 1. Prepares students to be college and career ready by providing core academics, employability, technical and job-specific skills*
- 2. Integrates with academics in a rigorous and relevant curriculum.*
- 3. Fulfills employer needs in high-skill, high-wage and high-demand areas.*
- 4. Features high school and postsecondary partnerships, enabling clear pathways to certifications and degrees*

Attachments:

None

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Manager
Department: Finance - Procurement Division
Date Prepared: September 06, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via email	Date:	September 10, 2019
Budget Review	James Hayes via email	Date:	September 10, 2019
Finance Review	Stacey Hamm via email	Date:	September 10, 2019
Other Review:	Michael Byrd via email	Date:	September 10, 2019
Approved for Council consideration:		Assistant County Administrator	
Committee	Administration & Finance		
Subject:	Approval of Award of Medical Supplies		

Recommended Action:

Staff recommends approval of the award of medical supplies for EMS to Henry Schein, Quadmed, Nashville Medical, and Boundtree.

Motion Requested:

Move to approve the staff recommendation to award medical supplies for EMS.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funding is appropriated in the EMS budget. No additional funding is required.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Emergency Services (EMS) uses vendors to provide products and services for operations. Supplies and services not available on state contract are bid out for the best prices. EMS uses hundreds of different medical items which are secured through competitive bidding.

Request for Bid RC-195-R-2019 was issued in May. There were eight submittals received. Procurement and EMS staff evaluated the submittals and recommend award be made to the lowest, most responsive, responsible bidders.

It is anticipated that four vendors potentially could exceed the threshold requiring council approval (\$100,000). The amount of individual items needed for the year were estimates. The exact amount of yearly supplies purchased will be determined by call volume and type of call. The exact amounts for each vendor may increase or decrease. The vendors anticipated to exceed \$100,000 during the fiscal year are Henry Schein, Quadmed, Nashville Medical, and Boundtree.

Attachments:

1. Bid Tabulation with notes

Attachment 1

Item	Packaged	Henry Schein Price per	Bountree Price per	Quadmed. Price per	Nashville Med. Price per	Medco Supply Price per	Deal Med Price per	DLK Medical Price per	Endure Ind. Price per	
1 2 piece 5' strap	each	\$7.95	\$6.58	\$6.52	\$5.69	No bid	No bid	No bid	No bid	Jennifer Wladischkin: Requested metal cam bucket no substitutions
2 9' Nylon strap	each	\$8.75	\$9.65	\$9.89	\$9.36	No bid	No bid	No bid	No bid	
3 2x2 Gauze	case	\$25.75	\$18.79	\$11.50	\$15.95	\$23.44	\$23.25	No bid	No bid	
4 3" Kling	case	\$48.48	\$25.99	\$32.40	No bid	\$50.16	\$61.04	No bid	No bid	
5 1" Tape	case	\$108.70	\$68.24	\$97.60	\$96.50	No bid	\$123.20	No bid	No bid	
6 2" Tape	case	\$108.70	\$77.20	\$101.20	\$96.50	No bid	\$116.20	No bid	No bid	
7 3" Tape	case	\$108.70	\$104.93	\$101.20	\$96.50	No bid	\$178.20	No bid	No bid	
8 4x4 gauze	case	\$22.68	\$56.50	\$28.56	No bid	\$45.60	\$48.24	No bid	No bid	
9 ABD pads	case	\$42.60	\$39.12	\$37.00	\$29.50	No bid	\$45.60	No bid	No bid	
10 3" ACE	case	\$72.05	\$20.11	\$13.65	\$15.50	\$37.30	\$28.15	No bid	No bid	
11 4" ACE	case	\$87.45	\$24.98	\$19.05	\$18.50	\$45.35	\$34.85	No bid	No bid	
12 Alcohol preps	case	\$17.40	\$33.60	\$26.40	\$21.80	\$29.40	\$34.40	No bid	No bid	
13 AMBU Head wedge	case	\$326.00	\$355.91	\$337.00	No bid	No bid	No bid	No bid	No bid	
14 AMBU LMA 1.0	box	\$117.38	\$72.20	\$212.00	No bid	No bid	No bid	No bid	No bid	
15 AMBU LMA 1.5	box	\$117.38	\$72.20	\$200.50	No bid	No bid	No bid	No bid	No bid	
16 AMBU Rescue key	each	\$3.82	\$3.66	\$5.12	No bid	\$1.54	\$2.10	No bid	No bid	
17 Band-aids	box	\$1.25	\$1.21	\$1.15	\$0.92	\$1.90	\$1.34	No bid	No bid	
18 Braun IV 10 drop set	case	\$61.50	\$60.44	\$101.76	No bid	No bid	\$88.00	No bid	No bid	
19 Braun IV 60 drop set	case	\$70.00	\$65.93	\$161.28	No bid	No bid	\$255.00	No bid	No bid	
20 14ga decomp needle	box	\$145.42	\$53.90	\$51.00	\$45.00	No bid	No bid	No bid	No bid	
21 Bed pan	each	\$0.96	\$0.80	\$1.08	No bid	No bid	\$1.24	No bid	No bid	
22 Biohazard red bags	case	\$58.70	\$315.00	\$110.00	No bid	No bid	\$72.67	No bid	No bid	Jennifer Wladischkin: Emesis basin, not a bag. No substitutes accepted
23 Biohoop bags	case	\$756.80	\$701.59	\$717.60	No bid	No bid	No bid	No bid	No bid	
24 Emesis bags	each	\$0.11	\$0.46	\$0.47	\$0.39	No bid	\$0.76	\$5.99	No bid	
25 Adult BP cuff	each	\$6.06	\$6.44	\$5.51	\$4.74	\$13.12	\$31.10	No bid	No bid	
26 Child BP cuff	each	\$6.06	\$6.04	\$6.75	\$4.74	\$10.52	No bid	No bid	No bid	Jennifer Wladischkin: Has a paper top, no substitutes accepted.
27 Infant BP cuff	each	\$6.06	\$6.04	\$7.87	\$4.74	No bid	No bid	No bid	No bid	
28 Thigh BP cuff	each	\$6.74	\$6.81	\$7.87	\$5.29	\$14.47	\$46.91	No bid	No bid	
29 Braun 9in INT ext	case	\$75.35	\$81.40	\$110.58	No bid	No bid	No bid	No bid	No bid	
30 BVM Adult	each	No bid	\$8.34	No bid	No bid	No bid	No bid	No bid	No bid	
31 BVM Pedi	each	No bid	\$8.88	No bid	No bid	No bid	No bid	No bid	No bid	
32 BVM Infant	each	No bid	\$8.98	No bid	No bid	No bid	No bid	No bid	No bid	
33 C- Collars	case	\$172.50	\$141.50	\$174.00	No bid	No bid	No bid	No bid	No bid	
34 CAT Tourniquet	each	\$20.61	\$22.14	\$21.94	\$20.35	No bid	No bid	No bid	No bid	
35 CPAP circuit	case	No bid	N/A	No bid	\$490.00	No bid	No bid	No bid	No bid	
36 CPAP mask large	each	No bid	N/A	No bid	\$14.90	No bid	No bid	No bid	No bid	
37 CPAP mask small	each	No bid	N/A	No bid	\$12.25	No bid	No bid	No bid	No bid	
38 Cyalume sticks	each	\$0.95	\$0.94	\$0.81	\$0.84	No bid	No bid	No bid	No bid	
39 Disp. Splint 12"	each	\$1.31	\$0.70	\$0.74	No bid	\$1.57	\$1.69	No bid	No bid	
40 Disp. Splint 18"	each	\$1.57	\$0.95	\$1.02	No bid	\$1.89	\$2.15	No bid	No bid	
41 Disp. Splint 24"	each	\$2.22	\$1.28	\$1.48	No bid	\$2.66	\$1.91	No bid	No bid	
42 Disp. Splint 36"	each	\$3.61	\$1.29	\$2.48	No bid	\$3.65	\$3.66	No bid	No bid	
43 Limb restraints	pack	\$3.72	\$3.16	\$3.24	\$3.19	No bid	No bid	No bid	No bid	
44 D sheets	case	\$26.13	\$30.93	\$34.37	No bid	No bid	\$34.90	No bid	No bid	
45 Electrodes adult	case	\$468.00	\$395.60	\$437.60	No bid	No bid	No bid	No bid	No bid	
46 Electrodes pedi	case	\$132.00	\$94.78	\$86.80	No bid	No bid	No bid	No bid	No bid	

47	Emer. Blanket	each	\$0.43	\$0.76	\$0.45	No bid	No bid	No bid	No bid	No bid
48	Emesis basins	case	\$26.77	\$25.21	\$32.50	No bid	\$90.00	\$27.59	No bid	No bid
49	ET Tube holer	box	\$53.40	\$47.02	\$61.00	No bid	No bid	\$85.40	No bid	No bid
50	ET Tubes	box	\$9.40	\$6.70	*\$7.10&\$8.10*	*\$6.70&\$7.60*	No bid	\$11.07	No bid	\$11.00
51	Adult stylette	box	\$45.20	\$38.40	\$56.40	\$19.80	No bid	No bid	No bid	\$45.27
52	Pedi stylette	box	\$70.40	No bid	\$19.20	\$19.80	No bid	No bid	No bid	\$45.27
53	18ga fill needle	box	\$2.19	\$2.77	\$2.81	\$4.39	No bid	\$3.26	No bid	No bid
54	20ga fill needle	box	\$1.07	\$2.77	\$2.82	\$4.39	No bid	\$3.26	No bid	No bid
55	25ga fill needle	box	\$2.35	\$2.77	\$2.82	\$4.39	No bid	\$3.26	No bid	No bid
56	18ga filter needle	each	\$0.06	\$0.34	\$0.13	No bid	No bid	No bid	No bid	No bid
57	Fire Extinguisher	each	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid
58	HHNebulizer	case	\$36.00	\$26.00	\$36.50	\$30.68	No bid	\$45.46	\$77.50	No bid
59	Lancets	box	\$9.76	\$7.34	\$11.80	\$8.90	No bid	No bid	No bid	No bid
60	Ice packs	case	\$8.60	\$7.44	\$9.95	\$8.90	No bid	\$10.14	No bid	No bid
61	15ga IO	each	\$18.54	\$8.08	\$7.94	\$8.90	No bid	\$26.82	No bid	No bid
62	18ga IO	each	\$20.42	\$8.08	\$7.94	\$8.90	No bid	\$26.69	No bid	No bid
63	KED	each	\$44.55	\$52.71	\$53.22	\$51.90	No bid	No bid	No bid	No bid
64	King airway 0	each	\$31.10	\$31.25	\$33.15	\$29.90	No bid	No bid	No bid	No bid
65	King airway 1	each	\$30.25	\$31.25	\$33.15	\$29.90	No bid	No bid	No bid	No bid
66	King airway 2	box	\$302.50	\$312.50	\$331.50	\$260.00	No bid	No bid	No bid	No bid
67	King airway 2.5	box	\$302.50	\$312.50	\$331.50	\$260.00	No bid	No bid	No bid	No bid
68	King airway 3	box	\$294.00	\$289.90	\$275.30	\$260.00	No bid	No bid	No bid	No bid
69	King airway 4	box	\$286.00	\$289.90	\$275.30	\$260.00	No bid	No bid	No bid	No bid
70	King airway 5	box	\$286.00	\$289.90	\$275.30	\$260.00	No bid	No bid	No bid	No bid
71	King vision 2C	each	\$20.30	\$13.90	\$20.17	\$41.00	No bid	No bid	No bid	No bid
72	King vision 2	each	\$19.75	\$13.90	\$20.17	\$41.00	No bid	No bid	No bid	No bid
73	King vision 3C	each	\$40.65	\$13.90	\$40.40	\$30.90	No bid	No bid	No bid	No bid
74	King vision 3	each	\$40.65	\$13.90	\$40.40	\$30.90	No bid	No bid	No bid	No bid
75	KY foil packs	box	\$5.04	\$9.04	No bid	\$5.45	No bid	\$6.02	No bid	No bid
76	Laryn. Bulb sm/lg	each	\$1.47	\$1.32	\$1.47	\$1.05	No bid	No bid	No bid	No bid
77	Laryn. Handle	each	\$68.15	\$8.43	\$8.43	\$7.49	No bid	No bid	No bid	\$14.96
78	LSP demand valve	each	\$174.50	\$186.26	\$166.75	No bid	No bid	No bid	No bid	No bid
79	Main O2 regulator	each	\$140.07	\$145.97	\$154.50	No bid	No bid	No bid	No bid	No bid
80	LSP small tank reg.	each	\$167.30	\$187.50	\$189.00	No bid	No bid	No bid	No bid	No bid
81	Mega mover	each	\$15.39	\$16.50	\$15.97	No bid	No bid	\$23.54	No bid	No bid
82	Nasal cannula adult	case	\$12.42	\$17.00	\$12.00	\$10.95	\$13.50	\$22.50	\$42.50	\$22.50
83	Nasal cannula pedi	case	\$12.49	\$65.50	\$15.00	\$10.95	No bid	\$50.50	\$48.50	\$22.50
84	Nitrile gloves(all size)	case	\$67.10	\$67.56	\$66.22	No bid	\$94.00	\$70.00	No bid	No bid
85	NRB adult	case	\$37.00	\$34.45	\$33.00	\$31.90	\$75.00	No bid	\$120.00	\$59.00
86	NRB pedi	case	\$54.20	\$33.98	\$36.50	\$31.60	\$114.24	No bid	\$120.00	\$59.00
87	NPA (all sizes)	box	\$28.60	\$14.50	\$14.70	\$12.90	No bid	No bid	No bid	No bid
88	O2 wrench	each	\$0.76	\$0.69	\$0.34	\$0.49	No bid	\$0.65	No bid	No bid
89	O2 flow meter	each	No bid	\$68.35	\$68.49	No bid	No bid	No bid	No bid	No bid
90	O2 tubing	case	\$14.00	\$10.80	\$17.00	\$11.49	No bid	\$20.00	\$48.00	No bid
91	OB kit	each	\$6.28	\$7.64	\$4.09	\$3.95	No bid	\$6.64	No bid	No bid
92	OPA (all sizes)	box	\$14.50	\$16.00	\$14.00	\$9.50	No bid	No bid	No bid	\$20.00
93	PAWS wipes	box	\$3.77	\$4.45	\$4.58	\$5.60	\$4.32	\$5.13	No bid	No bid
94	Glucose control solu.	each	\$7.99	\$8.78	\$8.15	No bid	No bid	No bid	No bid	No bid

JAMES PETTUS:
Not a filter needle

JAMES PETTUS:
Not a filter needle

Jennifer Wladischkin:
Required to be
individually wrapped no
substitution

95	BGL test strips	box	\$18.15	\$20.62	\$20.44	No bid	No bid	No bid	No bid	No bid
96	Glucometer	each	\$0.01	Free w/ strips	\$28.10	No bid	No bid	No bid	No bid	No bid
97	Jelcos (all sizes)	case	\$286.00	\$278.00	\$242.96	\$247.90	No bid	No bid	No bid	No bid
98	Reeves sleeve	each	\$716.10	\$535.78	\$536.95	No bid	No bid	No bid	No bid	No bid
99	Reeves stretcher	each	\$261.47	\$265.43	\$400.00	No bid	No bid	No bid	No bid	No bid
100	Super sani wipes	case	\$57.96	\$69.56	\$73.80	\$71.89	\$69.72	\$82.68	No bid	No bid
101	SAM splint 36"	each	\$6.33	\$7.05	\$7.59	No bid	\$6.93	No bid	No bid	No bid
102	SAM splint 18"	each	\$5.68	\$7.76	\$7.05	No bid	\$6.37	No bid	No bid	No bid
103	SAM splint 8"	each	\$2.61	\$2.80	No bid	No bid	No bid	No bid	No bid	No bid
104	LG sharps	each	\$3.00	\$2.73	\$3.53	No bid	No bid	\$3.70	No bid	No bid
105	SM sharps	case	\$119.50	No bid	\$125.35	No bid	No bid	No bid	No bid	No bid
106	1qt Sharps	each	\$3.29	\$3.56	\$3.48	No bid	No bid	\$4.13	\$11.99	No bid
107	Stethoscope	each	\$4.03	\$3.93	\$3.86	\$3.95	No bid	\$4.31	No bid	\$6.30
108	Suction Canister	case	\$120.00	\$131.48	\$133.92	\$139.00	No bid	\$179.52	No bid	No bid
109	Suction Cath(all size)	each	\$0.36	\$0.13	\$0.21	\$0.12	No bid	\$0.24	No bid	No bid
110	Suction tubing	case	\$37.00	\$21.66	\$37.00	\$32.69	No bid	\$38.74	No bid	\$36.50
111	1cc syringe	each	\$0.08	\$0.23	\$0.08	\$0.09	No bid	No bid	No bid	No bid
112	3cc syringe	each	\$0.06	\$0.05	\$0.10	\$0.07	No bid	No bid	No bid	No bid
113	6cc syringe	each	\$0.24	\$0.33	\$0.28	\$0.12	No bid	No bid	No bid	No bid
114	10cc syringe	each	\$0.17	\$0.10	\$0.41	No bid	No bid	No bid	No bid	No bid
115	20cc syringe	each	\$0.14	\$0.54	\$0.19	\$0.21	No bid	No bid	No bid	No bid
116	30cc syringe	each	\$0.23	\$0.18	\$0.44	\$0.25	No bid	No bid	No bid	No bid
117	60cc syringe	each	\$0.37	\$0.34	\$0.48	\$0.42	No bid	No bid	\$0.70	No bid
118	Tourniquet	box	\$6.33	\$8.20	\$7.84	\$9.00	No bid	\$11.89	No bid	No bid
119	Traction Splint	each	\$335.62	\$346.34	\$309.98	\$139.00	No bid	No bid	No bid	No bid
120	Trauma Dressing	case	\$26.50	\$27.72	\$26.25	No bid	No bid	No bid	No bid	No bid
121	Trauma Shears	each	\$0.86	\$0.64	\$0.65	\$0.69	\$0.84	\$1.14	No bid	No bid
122	Triangle Bandages	case	\$83.60	\$59.00	\$44.00	\$62.90	\$17.65	\$83.60	No bid	No bid
123	Triple Antibiotic	box	\$7.18	\$12.37	\$7.88	\$12.99	\$8.73	\$14.14	\$34.26	No bid
124	Urinal	each	\$0.48	\$0.49	\$0.78	\$0.69	No bid	No bid	\$0.98	No bid
125	Vaseline Gauze	each	\$1.22	\$0.66	\$0.44	\$0.39	No bid	\$54.49	No bid	No bid
126	Hyfin Chest Seal, Twin Pack	each	\$11.08	\$5.97	\$12.30	\$11.99	No bid	No bid	No bid	No bid
127	Hyfin Cest Seal	each	\$7.82	\$8.39	\$8.43	\$8.99	No bid	No bid	No bid	No bid
128	Venigard Dressing	case	\$181.95	\$178.79	\$152.45	\$184.65	No bid	No bid	No bid	No bid
129	Tegaderm	each	\$0.97	\$1.34	\$0.47	\$0.44	\$51.20	No bid	\$0.85	No bid
130	V-Vac Starter Kit	each	\$83.25	\$89.48	\$90.61	No bid	No bid	No bid	No bid	No bid
131	V-Vac Replacement Cannister	each	\$20.18	\$21.47	\$21.58	No bid	No bid	No bid	No bid	No bid
132	V-Vac Short Suction Catheter	pack	\$12.03	\$12.65	\$12.86	No bid	No bid	No bid	No bid	No bid
133	V-Vac Adapter Tip	pack	\$24.94	\$26.61	\$26.67	No bid	No bid	No bid	No bid	No bid
134	Yankauer Suction Catheter	case	\$24.00	\$17.22	\$18.00	\$21.95	No bid	\$24.50	No bid	\$30.33
135	Magill forceps, Adult	each	\$3.39	\$3.86	\$3.42	\$2.95	No bid	\$8.60	No bid	No bid
136	Magill forceps, Pediatric	each	\$3.30	\$3.86	\$3.42	\$2.79	No bid	\$8.60	No bid	No bid
137	BVM Masks, all sizes	each	\$2.30	\$1.93	\$1.57	\$1.39	No bid	No bid	No bid	No bid
138	Meconium Aspirators	each	\$4.05	\$4.36	\$2.78	No bid	No bid	No bid	No bid	No bid
139	Bitesticks	each	\$0.38	\$0.29	\$0.34	\$0.29	\$0.76	No bid	No bid	No bid
140	Burn Sheets	each	\$1.32	\$1.96	\$1.39	\$1.49	No bid	\$2.09	No bid	No bid
141	Glove, Gown, Mask Packs	each	No bid	\$1.67	\$1.82	No bid	No bid	\$6.11	No bid	No bid
142	Barbed Adapter, O2	each	\$0.42	\$0.29	\$0.35	\$0.35	No bid	No bid	\$0.30	No bid

XXXXXXXXXX

JAMES PETTUS:
No Pedi option

143	Thermometer Probe Covers	box	\$8.65	\$9.31	\$11.78	\$9.39	\$9.85	\$10.87	No bid	No bid
144	Sterile Gloves	each	\$1.93	No bid	\$0.61	No bid	\$109.38	No bid	No bid	No bid
145	Nail Polish Remover Pads	box	\$3.41	\$3.66	\$1.37	\$0.05	No bid	No bid	No bid	No bid
146	Bulb Syringe	each	\$0.93	\$0.61	\$0.63	\$0.35	No bid	No bid	\$4.99	No bid
147	Finger Tip Pulse Ox, Adult	each	\$35.70	\$14.25	\$16.80	\$22.29	\$22.32	\$33.20	No bid	No bid
148	Finger Tip Pulse Ox, Pedi	each	\$27.39	\$33.96	\$33.15	No bid	\$74.38	No bid	No bid	No bid
149	Laryngoscope Blades, All Sizes	each	\$7.98	\$12.57	\$3.94	\$5.99	No bid	No bid	No bid	\$6.31

Subtotal:	\$111,651.53	\$140,502.86	\$151,915.10	\$73,148.47	\$3,530.00
Tax:	\$8,932.12	\$11,240.23	\$12,153.21	\$5,851.88	\$282.40
Total:	\$120,583.65	\$151,743.09	\$164,068.31	\$79,000.35	\$3,812.40

JAMES PETTUS:
Disposable blades



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier
Department: Community Planning and Development
Date Prepared: August 19, 2019 **Meeting Date:** September 24, 2019

Legal Review	Elizabeth McLean via email	Date:	September 10, 2019
Budget Review	James Hayes via email	Date:	September 17, 2019
Finance Review	Stacey Hamm via email	Date:	September 11, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	FY19-20 Public Service Projects		

Recommended Action:

Staff recommends approval to award contracts to Girl Scouts of South Carolina – Mountains to Midlands, Inc. for \$35,000; Home Works of America, Inc. for \$48,000; Epworth Children’s Home for \$30,000 and Central Midlands Regional Transit Authority for \$77,049 through the Community Development Block Grant (CDBG) funding for Public Service Projects for Fiscal Year 2019-2020.

Motion Requested:

Move to approve to award contracts to Girl Scouts of South Carolina – Mountains to Midlands, Inc. for \$35,000; Home Works of America, Inc. for \$48,000; Epworth Children’s Home for \$30,000 and Central Midlands Regional Transit Authority for \$77,049 through the Community Development Block Grant (CDBG) funding for Public Service Projects for Fiscal Year 2019-2020.

Request for Council Reconsideration: Yes

Fiscal Impact:

A total of \$190,049 is available in Lump Sum Appropriations (5276) for CDBG FY19-20.

Motion of Origin:

There is no associated Council motion.

Council Member	
Meeting	
Date	

Discussion:

The Community Development Division awards public service projects annually to aid the County in assisting low-to-moderate income residents. The goals addressed include provision of services to homeless, continuum of care, improvement of existing housing stock and provision of assistance to special needs population(s). Council approved funding for the total amount awarded through CDBG for such public service projects on July 9, 2019 under the FY19-20 Annual Action Plan Budget for CDBG item. Recipients of the public service project awards are chosen through a competitive process using Zoom Grants, a web-based software application, to assist the division in managing the application process for public service projects.

The solicitation for proposals opened March 5, 2019 and closed April 12, 2019. A panel of three (3) County employees were chosen to read and score the proposals using the following general criteria: availability of requested funding level, project or service must benefit LMI residents or LMI neighborhoods in unincorporated Richland County and the funded service must be unique and sustainable at time of completion. Nine (9) applications were received through Zoom Grants, of which four (4) applications were recommended for funding by the panel. Projects that receive contracts will operate October 1, 2019 through September 30, 2020.

Attachments:

1. Summary of Public Service Grant Awards
2. Zoom Grants Tally Sheet
3. Minutes from July 9, 2019

**Summary of Public Service Grant Awards
Funding Year 2019-2020**

Home Works will use requested CDBG funds (\$48,000) to directly serve citizens of unincorporated Richland County by making repairs to the homes of 50 elderly, disabled and veteran owner occupied households.

Girl Scouts will use requested CDBG funds (\$35,000) to cover the expense for 270 girls from low-to-moderate households to become girl scouts. This will include training, materials and uniforms.

Epworth Childrens Home will use the CDBG funds (\$30,000) to directly serve young adults (18-25 yrs) that are transitioning into independent living environments by making needed repairs to a residential building.

Central Midlands Regional Transit Authority will use CDBG funds (\$77,049) to construct bus stop shelters within unincorporated Richland County where locations are in low-to-moderate income census tracts.

Powered by ZoomGrants™

My Account > FY19-20 CDBG Public Services Projects > Scoring

FY19-20 CDBG Public Services Projects

Richland County Government
 Community Services Department, Div. of Housing and Community Development
 USD\$190,000.00 available

Report Generated 7/8/2019 9:38:05 AM for Jocelyn Jennings

Scoring Report

Organization Name Application Title	Requested Amount	Votes	Average Recommend	Trial Decision	Trial Amount	Jocelyn Jennings	Nancy Stone- Collum	Sharon Little
Benedict-Allen Community Development Corp. Benedict College Women's Business Center	USD\$90,736.00	1 to 2	USD\$30,000.00	Decline ▼	USD\$ 0	USD\$0.00	USD\$0.00	USD\$30,000.00
Central Midlands Regional Transit Authority Bus shelters (4) and discount pass program	USD\$77,049.00	2 to 1	USD\$63,524.50	Approve ▼	USD\$ 77049	USD\$77,049.00	USD\$50,000.00	USD\$0.00

9 displayed **USD\$655,610.00** **USD\$267,857.83** **USD\$190,049.00**
 0 not included

USD\$190,000.00	USD\$190,000.00
- USD\$267,857.83	- USD\$190,049.00
<u>USD\$-77,857.83</u>	<u>- USD\$0.00*</u>
Remaining	USD\$-49.00
	Remaining

* Trial Amounts from
other status groups

Organization Name Application Title	Requested Amount	Votes	Average Recommend	Scoring Trial Decision	Trial Amount	Jocelyn Jennings	Nancy Stone- Collum	Sharon Little
Epworth Children's Home Epworth Children's Home Center for Independent Living	USD\$100,000.00	3 to 0	USD\$33,333.33	Approve ▼	USD\$ 30000	USD\$30,000.00	USD\$30,000.00	USD\$40,000.00
Girl Scouts of South Carolina - Mountains to Midlands, Inc. Encouraging personal and academic success in at-risk girls	USD\$35,000.00	3 to 0	USD\$31,666.67	Approve ▼	USD\$ 35000	USD\$35,000.00	USD\$25,000.00	USD\$35,000.00
Grace Mar Services Inc Youth Work Based Learning	USD\$60,000.00	0 to 3		Decline ▼	USD\$ 0	USD\$0.00	USD\$0.00	USD\$0.00
Home Works of America Home Works - Richland County Home Repair Program	USD\$100,000.00	3 to 0	USD\$54,333.33	Approve ▼	USD\$ 48000	USD\$48,000.00	USD\$60,000.00	USD\$55,000.00
Homeless No More Live Oak Place	USD\$100,000.00	1 to 1	USD\$30,000.00	Decline ▼	USD\$ 0	USD\$0.00	USD\$0.00	USD\$30,000.00
Midlands Housing Alliance, Inc. Transitions/Parking	USD\$43,500.00	0 to 3		Decline ▼	USD\$ 0	USD\$0.00	USD\$0.00	USD\$0.00
Senior Resources, Inc. Meals on Wheels	USD\$49,325.00	1 to 2	USD\$25,000.00	Decline ▼	USD\$ 0	USD\$0.00	USD\$25,000.00	USD\$0.00

9 displayed	USD\$655,610.00		USD\$267,857.83		USD\$190,049.00			
0 not included			USD\$190,000.00		USD\$190,000.00			
			- USD\$267,857.83		- USD\$190,049.00			
			<u>USD\$-77,857.83</u>		<u>- USD\$0.00*</u>			
			Remaining		USD\$-49.00			
					Remaining			

* Trial Amounts from other status groups

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

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

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

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

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

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

The vote in favor was unanimous.

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

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

Present but Not Voting: Manning

The motion for reconsideration failed.

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

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

22. **EXECUTIVE SESSION**

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

Special Called Meeting

July 9, 2019

17



Agenda Briefing

To: Chair Joyce Dickerson and Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: June 03, 2019 **Meeting Date:** June 25, 2019

Legal Review	Elizabeth McLean via email	Date:	June 19, 2019
Budget Review	James Hayes via email	Date:	June 18, 2019
Finance Review	Stacey Hamm via email	Date:	June 18, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, Assoc. AIA, AICP	
Committee	Administration and Finance		
Subject:	Homes of Hope/South Edisto Project		

Recommended Action:

Staff recommends:

1. Approve the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals; OR
2. Deny the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals.

Motion Requested:

Motion options:

1. Move to approve the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals; OR
2. Move to deny the funding request from Homes of Hope, Inc. in the amount of \$350,000 as a one-time grant, which will be used for land acquisition for the South Edisto proposed project to develop 29 affordable rental units for low to moderate income families or individuals.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds are available in CDBG FY18 grant budget – Housing Revitalization (5267) and Construction (5322) – for the \$350,000 request.

Motion of Origin:

This request did not originate from a Council motion.

Council Member	
Meeting	
Date	

Discussion:

The Homes of Hope/South Edisto Project is a proposed \$5.3 million joint affordable rental housing project between the City of Columbia, Richland County, and Homes of Hope, Inc. to develop 29 rental units for families or individuals earning less than 100% of the Area Median Income (AMI) located near Edisto Discovery Park within the City of Columbia’s jurisdictional limits. Eight (8) of these units are designated for families or individuals earning less than 80% of AMI. Homes of Hope, Inc. is requesting \$350,000 in Community Development Block Grant (CDBG) funds from Richland County in the form of a one-time grant, which will be used for land acquisition for the project.

The U.S. Department of Housing and Urban Development (HUD) approved Richland County’s CDBG and HOME 2018-2019 Annual Action Plan, which identified this project for funding in FY2018-2019. However, the project was not identified for funding in the FY2018-FY2019 Annual Action Plan Budget for CDBG funds as approved by County Council on July 10, 2018.

The former Community Development Division Manager issued a commitment letter to Homes for Hope, Inc. on August 27, 2018 for the requested funds contingent upon several conditions. Homes for Hope, Inc. responded via email to the commitment letter accepting the conditions for funding. A revised commitment letter was issued on March 28, 2019 with one additional condition for funding. County staff has verified that Homes for Hope, Inc. has satisfied three out of the four conditions.

The following list represents the funding partners and other sources of funding for the project:

1. The City of Columbia committed \$601,949, \$300,975 of which is a forgivable grant and the remaining \$300,974 is a loan with an amortization term of 30 years at 1 percent interest with a 20-year balloon note.
2. Homes of Hope (HOH) Equity is investing \$400,000 with no expectation of reimbursement to the equity fund.
3. The seller of the land, CDC, Inc., committed \$278,000 in the form of a loan with an amortization term of 20 years at 3 percent interest.
4. Capital Bank committed the remaining project funds in the amount of \$3,705,051 in the form of a loan with an amortization term of 25 years at 4.79 percent interest.

Attachments:

1. Homes of Hope, Inc. Request for Funding Letter (May 28, 2019)
2. Richland County CDBG and HOME 2018-2019 Annual Action Plan (page 45-46)
3. Council Minutes July 10, 2018 (page 18)
4. FY2018-2019 Annual Action Plan Budget approved by Council
5. Homes of Hope, Inc. Commitment Letter (August 27, 2018)

6. Homes of Hope, Inc. Commitment Letter Acceptance Email (September 13, 2018)
7. Homes of Hope, Inc. Revised Commitment Letter (March 28, 2019)
8. Homes of Hope/South Edisto Project Budget
9. Funding commitment letter signed by Director Voignier
10. Acceptance of funding signed by Homes of Hope
11. Survey black lined
12. Homes of Hope, Inc. North Option
13. Homes of Hope, Inc. South Option
14. Edisto Street Frontage elevations
15. TMS & Addresses
16. Email exchange with requested explanation

May 28, 2019

Clayton Voignier, CCEP, CGAP
Director—Richland County Government
Community Planning & Development Department
2020 Hampton St.
P.O. Box 192
Columbia, SC 29202

Clayton,

Thank you for all that you and your staff and department do for Richland County and its citizens. I am pleased to have the opportunity to be associated with the great work you have done, and are doing.

Per your request today in our conversation today, and per our work with Valeria over the past 12 months, this is a formal written request for support of our affordable housing development called Edisto Place in the amount of a \$350,000 CDBG grant, that was previously committed via letter dated 3/28/19. And while this support had already been given us via this same letter, and per numerous conversations and emails and meetings, we understood then that it was contingent upon final approval by County Council, and thus we understand now that this process will still have to take place.

Our plan, as you know, will be to develop 29 housing units affordable to families/individuals earning less than 100% AMI for Richland County, with 8 of them affordable to families earning less than 80% AMI. It is understood that these 8 units for families earning less than 80% AMI will be the units that the CDBG funds will be used for, via land acquisition, which is an eligible cost for CDBG funds.

You are in possession of our development budget which also shows sources and uses of funds and shows the CDBG funds going towards site acquisition.

We also look forward to working with you to develop partnerships with local organizations that would potentially participate in the project such as local contractors, property managers, etc.

Thank you for your consideration of this request.

Sincerely,



Don Oglesby
President/CEO
Homes of Hope, Inc.

	Needs Addressed	
	Funding	HOME: \$72,203
	Description	Administration
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	HOME Program Management
15	Project Name	Shakespeare Crossing - Phase 3 (Infrastructure) Carryover Funds
	Target Area	Trenholm Acres/New Castle
	Goals Supported	Affordable rental housing
	Needs Addressed	Public improvements and infrastructure
	Funding	Entitlement: \$210,000
	Description	Infrastructure improvements for a 20 plus affordable housing project
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	up to 20 affordable housing units will be provided infrastructure improvement assistance
	Location Description	
	Planned Activities	Infrastruture improvements
16	Project Name	Homes For Hope/South Edisto Project
	Target Area	County-wide
	Goals Supported	Affordable rental housing
	Needs Addressed	Revivification of dilapidated/abandoned properties Production of new affordable housing units
	Funding	Entitlement: \$350,000
	Description	A collaborative effort of City and County for
	Target Date	9/30/2019

Estimate the number and type of families that will benefit from the proposed activities	Mixed Income Single Detached Housing Units of 24 units of which will be for 80% and below LMI
Location Description	Edisto Court, Edisto Research Park, Adjacent to Rosewood Hills Community (A CHA Planned Development)
Planned Activities	Acquisition and other soft costs for units that are for mixed use housing



Richland County Council
Special Called
July 10, 2018 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers, Greg Pearce and Seth Rose

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trena Bowers, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Ismail Ozbek, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Synithia Williams, Art Braswell, Stephen Staley, Shahid Khan, Michelle Rosenthal, Jamelle Ellis, and Bryant Davis

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson praised the Lord for all of the people getting out of the cave in Thailand.

2. **INVOCATION** – The invocation was led by the Honorable Norman Jackson

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Norman Jackson

4. **APPROVAL OF MINUTES**

- a. Budget – 2nd Reading: June 14, 2018 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Regular Session: June 19, 2018 –Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Special Called
July 10, 2018

- c. Zoning Public Hearing: June 26, 2018 – Ms. Myers moved, seconded by Mr. Malinowski, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** –Mr. Smith stated the following item needs to be added under the Report of the Attorney for Executive Session: Pending Litigation - Richland County, et. al. vs. South Carolina Department of Revenue.

Ms. Myers moved, seconded by Mr. C. Jackson, to adopt the agenda as amended.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission
- c. Contractual Matter: 911 Communications Center
- d. Richland County, et. al. vs. South Carolina Department of Revenue
- e. County Administrator Search Firms
- f. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- g. Personnel Matter: Clerk to Council Contract

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:** No one signed up to speak.

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Health Savings Account –Dr. Yudice stated this item is the Health Savings Account for the upcoming health insurance plan year. The County will be expanding options for County employees by offering a Health Savings Account (a/k/a HSAs). These accounts have greater flexible over how employees use their healthcare dollars. They also provide tax advantages to save for future medical expenses. The contributions are made directly to an IRS approved trustee administering the account. The contributions can earn tax free interests. Employees can use these funds for qualified medical expenses. If funds are used by non-medical expenses, there is a 10% tax penalty for employees younger than 65 years. This is an additional benefit for County employees, in addition to the 2 health plans we have, the standard and the buy-up plan.

Ms. Dickerson inquired if this is the one where you can pay into it and when you have some additional expenses the insurance does not pay, you can use the card to pay for those medical expenses.

**Special Called
July 10, 2018**

-2-

Mr. Hanna stated it is, but this also has some additional options. Both the employer and employee can contribute to this type plan. Also, this is a plan that is portable. It belongs to the employee, so the employee can take these funds with them, if they decided to leave the County. They can also be used for other purposes, after you turn 65.

Ms. McBride stated, at one time, they had a health spending account where at the end of the year you would lose your money. With this it rolls over, so you never have to worry about losing your money.

Mr. Hanna responded in the affirmative. Unless, and until, you spend it, it remains your money. As Dr. Yudice said, this is an additional option, so employees can still select the buy-up plan or the standard plan. They can also still select the flexible spending account we have now.

Mr. Livingston inquired if this is a 100% employee contribution.

Mr. Hanna stated the IRS provides the option for the employee or the employer to contribute to the Health Savings Account.

Mr. Livingston inquired as to what our plan is doing.

Mr. Hanna stated they have not finalized the selection. We plan to recommend offering County contributions, if the savings will, at least, equal to the County's contributions. The Health Savings Plan costs less than the standard or the buy-up plan because the deductibles are higher, so it would be a lower costs for both the County and the employee.

- b. Transportation Penny Interns – Dr. Thompson introduced the Transportation Penny Interns to Council.

9. **REPORT OF THE CLERK OF COUNCIL**

- a. Doris Greene, US Census Bureau – This item was deferred until a future Council meeting.
- b. Richland County Recreation Commission Meet & Greet with Executive Director, July 12, 5:30 – 7:00 p.m., Adult Activity Center, 7494 Parklane Road –Ms. Roberts reminded Council of the Meet and Greet with the new Richland County Recreation Commission Executive Director on Thursday, July 12th at the Adult Activity Center.
- c. National Intern Day, July 26, 11:00 a.m. – 1:00 p.m., Transportation Penny Office, 201 Arbor Lake Drive – Ms. Roberts reminded Council of the National Intern Day event on July 26th at the Transportation Penny Offices.
- d. SC Association of Counties Institute of Government and Annual Conference, August 4 – 8 – Ms. Roberts reminded Council of the upcoming SC Association of Counties Institute of Government Classes and Annual Conference.
- e. NACo Annual Conference – Ms. Roberts reminded Council of the upcoming NACo Conference, which will be held July 13-16 in Nashville, Tennessee.

**Special Called
July 10, 2018**

-3-

10. **REPORT OF THE CHAIR**

- a. County Administrator Search Firms – Mr. Smith stated the last time this was discussed Mr. Hanna was briefing the Council on the options. He talked about whether you wanted to proceed with the State contract or not.

Ms. Dickerson inquired if the Councilmembers had received the information that Mr. Hanna emailed out yesterday regarding the firms.

Mr. Hanna stated, as reminded, there are firms that are on State contract, if the Council would like to use one of those firms. Also, there may have been some discussion about the possibility of meeting with or interviewing one or more of those firms. Council also has the option of going out on a RFP and soliciting responses from other firms.

Ms. Dickerson stated Mr. Hanna sent Council sent Council 2 options yesterday, and she believes we could consider 1 of those 2 firms.

Mr. Hanna stated, it is his understanding, any of the vendors that are on the State contract the Council could select, if the Council desires to do so.

Ms. Dickerson requested Mr. Hanna repeat the 2 that were sent out to Council yesterday.

Mr. Hanna stated he thinks the information that was sent out yesterday was a follow-up to the meeting. Two things he sent out were options about the process. One was from Minnesota's League of Cities and the other was from ICMA about the selection process. He also sent out a draft job description for the County Administrator, and a job description from Charleston County for the County Administrator. In addition, he provided the SC Code of Laws, as it relates to the County Administrator, and information from the County's ordinance, as it relates to the County Administrator. He states they have provided information before, as it relates to the vendors that are on State contract. He does not have the list handy, but Ms. Wladischkin may have them.

Ms. Myers stated the contractors, according to the email sent previously by Mr. Hanna, are Coleman Lew & Associates, Charlotte, NC; Find Great People, Greenville, SC; and Randy Frank Consulting, Connecticut.

Mr. Manning inquired why the Finding Great People's fee to initiate the search was \$1,500. Whereas, Coleman Lew & Associates was \$13,000 and Randy Frank Consulting was \$15,000. The percentage of the contract for the first year's salary related to the contract, two was 20% and one was 31%. He was unclear, since those percentages, to some degree, tracked, but the initiation fee, \$15,000/\$13,000 seemed to track, but the \$1,500 seems like a real outlier when the higher percentage was not that one.

Ms. Wladischkin stated she does not know why Find Great People would be so significantly less than the other two, but the fees come off of the first year's percentage of the salary. If you were to choose someone that any of those companies recommended, whatever the fee would be reduced off their percentage of the first year's salary.

Mr. Manning stated it does not really matter what the fee is. The only thing we should be looking at is the percentage of salary. In that case, given that two of them were 20% and one was 31% did Ms. Wladischkin see any reason for one to be twice again as high as the other two.

**Special Called
July 10, 2018**

-4-

Ms. Wladischkin stated she did not see anything that stuck out.

Ms. Dickerson inquired if we will be selecting one of these tonight.

Ms. McBride inquired as to what the going percentage rate was.

Ms. Wladischkin stated she is not familiar with any other search firm rates. She believes the last contract we had for County Administrator search was a flat fee. She stated she can do some research and submit the information to Council.

Mr. N. Jackson inquired about how many firms were on the State contract.

Ms. Wladischkin stated the 3 that were mentioned are the only ones on the State contract for Executive search firms.

Ms. McBride stated she did not know there were only 3 on the State list.

Mr. Manning stated he knows that one of these firms had done the recruitment for the successful candidate for Lexington County. He inquired as to which one that was.

Mr. Hanna stated he does not remember, but he could get that information.

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until Mr. Hanna brings back the requested information.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Hanna stated the firm Find Great People assisted Lexington County in their search.

Mr. Manning moved, seconded by Mr. N. Jackson, to enter into contractual negotiations with Find Great People firm, a firm on the State of South Carolina Procurement approved list, to assist the Richland County Council with the search for its next County Administrator.

In Favor: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and Rose

The vote in favor was unanimous.

Mr. Rose moved, seconded by seconded by Mr. Manning, to reconsider this item.

Opposed: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and Rose

The motion for reconsideration failed.

- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.

**Special Called
July 10, 2018**

-5-

- c. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – No one signed up to speak.
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters – No one signed up to speak.
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to defer the public hearing until the September 18th Council meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-019MA, Mohammad Tabassum, RU to NC (1.7 Acres), 7125 Monticello Road, TMS # R07600-02-25 [SECOND READING]
- b. 18-020MA, Robert L. Legette, NC to GC (.51 Acres), 441 Percival Road, TMS # R016712-06-03 [SECOND

**Special Called
July 10, 2018**

-6-

READING]

- c. 18-022MA, Scott Morrison, RU to RS-E (10.81 Acres), 204 Langford Road, TMS # R15200-05-02(p)
[SECOND READING]
- d. Using Public Funds on Private Roads: Hardship Options
- e. Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment
- f. Melody Garden Stream/Ditch Stabilization Design Professional Services Contract
- g. An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the consent items.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

13. **THIRD READING ITEMS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. C. Jackson moved, seconded by Ms. Myers, to defer this item until the September 18th Council meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski stated at the June 19th meeting there were some comments about “tweaking” the language regarding the authority for the Assistant County Administrator. He stated this is the same language that was at that meeting. He inquired if there was no need to change the language. He thought there was some concern about it.

Mr. Smith stated if the situation does not change. If there is no action taken, as it relates to delegating to

**Special Called
July 10, 2018**

-7-

the Assistant County Administrator the duties and responsibilities, then we have to tweak the language. He would suggest that Council give Third Reading and delete any reference to the Assistant County Administrator, and just leave it blank, until such time as you decide how you want to proceed.

Mr. Pearce stated he is not sure he is comfortable with that. We are talking about bonds, and a lot of money. We could not move forward on the bonds until that is corrected. You cannot leave something to just fill in the blanks. You would have to have a new motion.

Mr. Cromartie stated Council has the authority to proceed with the issuance of bonds. You can delegate the authority to the Chair, so that the bonds can be issued, and things can continue to move forward. That would be means by which to continue to move forward in the current situation.

Mr. Pearce inquired if Mr. Cromartie was suggesting the wording be changed, and the Assistant Administrator's name be removed, and the Chair's name be inserted. Mr. Smith's recommendation was to leave it blank.

Mr. Smith stated his recommendation was to delete any reference to the Assistant Administrator. Then, until you determine who you were going to delegate that to. What Mr. Cromartie is suggesting, at this point, is that responsibility can be delegated to the Chair, with the deletion of the Assistant Administrator.

Mr. Pearce stated, for clarification, that the document does not need to have a specific person referenced in the document.

Mr. Cromartie stated the ability to proceed forward with the issuance of the bonds can be taken by Council. Given that you are uncomfortable with leaving it blank, and he can appreciate that, he would recommend delegating that to the Chair. That would allow you to proceed forward, and not have the issue of leaving it blank.

Ms. McBride stated so we do not necessarily have to have an individual's name. She inquired if it could be delegated to the person that the County authorized. Therefore, if we have someone else doing it, rather than the Chair. If we have an Interim/Acting person, that person could do it; otherwise, if we use the Chair's name, that person would not be able to sign off.

Mr. Cromartie stated he would not delegate it to a named individual. It would be delegated to a position, so it would be the Chair, County Administrator, etc. It would be the authority given to someone in a position of authority from Council.

Mr. Manning stated he would like to move for 5-minute recess to allow the attorneys to confer. He stated Council does not make good decision when we are doing this on the fly.

Mr. Manning moved, seconded by Mr. C. Jackson, to take a 5-minute recess.

Mr. Rose inquired if the attorneys need 5 minutes.

Mr. Cromartie stated he believes they are okay.

Mr. Manning withdrew his motion for a 5-minute recess.

**Special Called
July 10, 2018**

-8-

Mr. Manning made a substitute motion, seconded by Mr. N. Jackson, to give Third Reading to “An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Chair of the Richland County Council certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski inquired of Mr. Cromartie if the language in Mr. Manning’s motion would be fine.

Mr. Cromartie responded in the affirmative.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. N. Jackson, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Manning moved, seconded by Mr. Malinowski, to give Third Reading to “An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Richland County Council Chair to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski stated his only question is when we approved bonding for EMS there were specifics given of what they needed, but on this particular one we just put “raising monies to establish, maintain and operate the fire system”. It does not give any specifics. He inquired if there any specifics they are trying to purchase with these funds.

Mr. Cromartie stated, his understanding, is the purpose for the not to exceed \$2 million was for CRFDC self-contained breathing apparatus and other things related to the division. We do know where the funding is to go.

Mr. Pearce stated the list was provided previously.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018**

-9-

The vote in favor was unanimous.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

Mr. C. Jackson stated, for clarification, in matters like this, where we have now assigned the task to the Chair, does it mean the Chair or the Chair's designee, or only the Chair. And, if the Chair is unable or unavailable to perform the duty does it now have to come back before Council to have some other position in its place.

Mr. Manning stated his thinking would be we elect a Chair and Vice Chair. The Vice Chair acts in absence of the Chair, so they would be able to act in the absence of the Chair.

Mr. Smith stated he thinks that would be correct.

Mr. Pearce stated he thought the Chair could designate.

Mr. Smith stated he thought the question was, "If the Chair isn't here...."

Mr. C. Jackson, for clarification, restated his question as follows: "Does this mean the Chair or the Chair's designee..." then, he said, "If the Chair is unavailable to do it..." It's really a two-part question. The first part of the question is would it be the Chair or the Chair's designee.

Mr. Cromartie stated, in this instance, it would be the Chair, or the individual with the authority in the position of the Chair, which would be the Vice Chair. That is why when we spoke earlier it went to the position, and not an individual.

Ms. Dickerson stated she is going to try to make herself available between now and December.

Mr. Pearce inquired, if Council were to secure an Interim Administrator, would they need to take this item back up?

Mr. Cromartie stated Council would not.

Mr. Pearce stated, for clarification, the Chair could designate the Interim Administrator.

Mr. Smith stated Council has already voted to designate the Chair to execute this series, as it relates to this bond issuance. At this point, Council has reconsidered that, so she can go forward and take that action, based on your direction.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the September 18th Council meeting.

**Special Called
July 10, 2018
-10-**

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

14. **SECOND READING ITEMS:**

- a. 18-021MA, Christopher Alford, CC-4 to CC-2 (2 Acres), 7430 Fairfield Road, TMS # R11904-02-05 [SECOND READING] – Ms. Kennedy stated this is not what it is supposed to be and the community has already expressed their concern about this before. She was led to believe it was something different from what it is going to be. It has been proven that it is just what the community thought it was.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to deny this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Authorizing the Expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters –Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated he went back and looked at the June 5th meeting, and did not find it listed in the agenda.

Ms. Onley stated it was taken up at the June 19th Council meeting.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

- c. An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015 – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-11-**

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd. [FIRST READING]
– Mr. Pearce stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Review Section II(i)(2)(4) of County Ordinance 043-14HR, “If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not b be paved.” This seems to go against the way most items are done in our country, by majority, so why shouldn’t a majority also decide if a road should be paved or not? – Mr. Manning stated, it appears to him, as he reads it, that this is just a question. So, it looks like he is to answer the question yes or no, whether “This seems to go against the way most items are done in country, by majority, so why shouldn’t a majority also decide if a road should be paved or not?” He would appreciate some clarification on whether there is a motion here, and if it is what is the motion.

Mr. Malinowski stated his motion is that we change the ordinance, as it currently reads, so that 51% of the individuals in favor of paving a road can have the road paved.

Mr. Manning moved to send this back to committee, with that language, for the committee to consider.

The motion died for lack of a second.

Mr. Malinowski moved to direct staff to change the language, so that is will read that if 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.

Mr. Manning stated he will second the motion if he heard it correctly. The motion was to ask the staff to change this language on the agenda.

Mr. Malinowski stated to change it in the ordinance. To change Sec. II(i)(2)(4) of County Ordinance 043-14HR, so that it reads, “If 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.”

The motion died for lack of a second.

Mr. N. Jackson stated one of the main concerns he has when it comes to property owners, and right-of-way or easements...

Mr. Livingston inquired about what Council was discussing because there was no motion.

Ms. Dickerson stated this item came out of the D&S Committee with no recommendation. At this point, she stated she will entertain a motion on this item.

Mr. Rose moved, seconded by Mr. C. Jackson, to leave the ordinance as is.

**Special Called
July 10, 2018
-12-**

Mr. Rose inquired if this was Mr. Ozbek's area.

Mr. Ozbek stated it is his area, as well as Transportation.

Mr. Rose stated he was curious what other counties do in relation to this. He stated there are a lot of things he is concerned about. When you say property owner, what if there are 5 houses on a road, and 3 are owned by someone that rents and lives out of State. What if there are 4 houses on a road, and paving would be great, but you have someone that owns 2 houses and lives out of State. He assumes there was a reason this put in as 25%, and he is curious what other jurisdictions do. It sounds good, but the devil is in the details here. He is just very cautious about changing this. He would certainly welcome additional research.

Ms. Myers stated she agrees with the motion, as it stands, because one of the major issues you have to address is, the whole point of getting people's consent is there is a small taking of property from each of the property owners to expand these dirt roads wide enough to pave them. The reason it is such a high barrier is you have to convince the overwhelming majority to give up a piece of their land for a public use. Otherwise, it would be a taking, and we might get into whether or not we have to compensate all of those people. If we go to 51%, do we then compensate the folks who come back and say, "A simple majority now controls a sliver of my property." She thinks it is at the right place now, where you do not over burden people and take their property.

Mr. N. Jackson stated that was part of his argument. First, to change the ordinance we would have to have 3 Readings and a public hearing, so the public could have input on the takings of their property. When you take an easement, right-of-way, etc. to pave a road, people are giving up their property, and we are either paying them for it, or asking them to donate their property. At a certain point, if it is for the good of the public, we can condemn. In dirt roads, it is slightly different. It is not a simple majority because it has an effect on the citizens that live there. Some people do not want it paved. Some people have horses, and do not want their roads paved. That is why it is such a small amount. We can send it back to staff, and get the same information, or we can move on.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

- c. Implementation of the proposed Bulk Item Collection Procedure – Mr. Pearce stated the committee forwarded this item without a recommendation. Staff has put a lot of work into this process and have come up with guidelines. There was some discussion on whether we wanted to implement this Countywide or do a pilot project. Staff supports moving forward with the plan.

Ms. McBride requested Mr. Braswell explain the bulk item collection vs. what is going on now.

Mr. Braswell stated currently residents have to call in to schedule bulk item pickup. The resident will call into the One Stop Program. One Stop will refer it to the Solid Waste Division. The Solid Waste Division will contact the hauler, and the hauler will contact the resident to schedule the collection. The goal is to make it easier for citizens, so they do not have to call in to have it picked up. Also, residents are not aware they have to call us and put things out by the road. The proposed procedure is to have the hauler

Special Called
July 10, 2018
-13-

pick up no more than 4 items every other week.

Ms. McBride inquired if there is a negative impact on picking up the bulk items at one time, in terms of how many different spots they can pick up in.

Mr. Braswell stated the proposal is to limit 4 items, per household, every other week. The concern you have is people putting out a lot more material, which could fill up the truck before it runs its entire route. We will have to watch and make sure the residents comply with the proposed bulk item collection.

Ms. McBride stated, for clarification, if they fill up the truck, those items they were not able to load on the truck would stay there until...

Mr. Braswell stated until the hauler gets back. The hauler would have to empty his truck and come back.

Ms. McBride inquired as to who would be collecting the bulk items seeing as there is so much material. Would you have to have a certain type of truck? Or would this impact smaller services that collect.

Mr. Braswell stated, right now, they have 4 haulers that service the 8 service areas. They would be the ones responsible for collecting the material. Some of the haulers have clamshell trucks where they can pick up materials like that already. Other are using their rear loaders, so it may limit how much they could pick up at any one time. The goal is to limit the amount, so they would be able to run a normal route without having a problem.

Ms. McBride inquired staff has discussed this with the haulers.

Mr. Braswell stated they have spoken with the haulers.

Ms. McBride inquired as to their opinion of it.

Mr. Braswell stated most of them are supportive. A lot of them like the current process of calling in because it lets them know what is out there on the curb before they go pick it up. They do have some haulers that are already picking up stuff like this, even though it is outside our ordinance. Most of the haulers say they could work with the County to do it.

Ms. McBride stated her concern is that she has not heard from those that have concerns about it, and the impact it has on them.

Mr. Braswell stated the biggest concern is the end of semesters at the colleges where they put out a lot of materials at one time. Also, when there is an eviction and a lot of materials. Normally those are tagged because the haulers cannot pick them up. A lot of the material cannot be picked up, and they are not calling for pickup. We usually go through an enforcement process with the homeowner or resident, if they are putting materials out there that should not be out there or too much. Right now, the haulers we have discussed it with said they can work with us, and make it work.

Mr. Manning stated Mr. Braswell said there were 4 haulers. And he said, most of the ones you talked to.

Mr. Braswell stated it was discussed with all of them. All of them said they could work with us, and do

**Special Called
July 10, 2018**

-14-

what we are proposing. Some of them had concerns about the amount of materials that was going to be placed by the road.

Mr. Malinowski stated he does not know if there is more than one guideline pamphlet for the residents, but the one he has says you will put such items out by the curbside the 2nd Monday of the month and it will be picked up by Friday. It says nothing about calling in. It just gives a process whereby to put these items out there. It seems like we are already doing it, unless that is something that is outdated, and new things have been sent and he did not get it.

Mr. Braswell stated the booklet Mr. Malinowski has is outdated. About 3 – 4 years ago they changed the process. He stated they are preparing to revise the booklet, but wanted to wait until this process has been approved.

Ms. Dickerson stated there are several neighborhoods she has that she has passed by and there are mattresses on the road for over 2 weeks. That is so irritating when you have to go through your communities and see all these mattresses and trash cans by the road. The enforcement on this whole item is really making a lot of neighborhoods look like a trash can, especially where there is rental properties.

Ms. Kennedy stated she knows firsthand they do not pick it up. It sits out there forever, and they put a tag on it and tell you to take down to the dump.

Mr. Braswell stated that is what they are hoping this process will address.

Mr. N. Jackson stated we have developed a clean sweep, at least once a year, and that has helped a lot.

Mr. Braswell stated the clean sweeps occur every weekend, but the County is so large.

Mr. N. Jackson inquired how often the haulers will pick up with this proposal.

Mr. Braswell stated the proposal is to collect bulk items twice a month.

Mr. N. Jackson inquired if the proposal is based up the need, or could it be done once a month.

Mr. Braswell stated the problem with once a month is getting into the issue of too much material in the road for the trucks.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the implementation of this process with a 6 month review to determine if it is viable or not.

Mr. Manning made a substitute motion, seconded by Mr. C. Jackson, to defer this item until the September 18th meeting. He stated he would like an opportunity to have someone come and talk at the regularly scheduled neighborhood meetings in his district, and hear what the neighborhoods have to say about the proposed process.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018**

-15-

The vote in favor was unanimous.

- d. Property donation offer, TMS # R17400-03-23 – Mr. Pearce stated the committee recommended Council respectfully decline the offer to accept the property. This was an overgrown detention pond.

Mr. N. Jackson stated the problem he sees with denying the offer is the homeowners' association will stop paying taxes, and the property will be left there. No one will want to purchase it, and they do not have to maintain it. The problem comes with the development community when they are developing a property, and they have a retention pond. You purchase a home, then you realize you have to pay upkeep for a retention pond. When you purchase property in a subdivision, the County inspects the road, and the County takes over and maintains the roads. The homeowner purchases a house, and they are stuck with maintaining a retention pond. The developer does not tell them that. It is not in their document when they purchase a property, and they are stuck with this bill. What has started to happen is that they decide not to pay taxes on that property, and it is abandoned. It is an eyesore and causes problems. The taxpayers are coming to Council because we approve these development, and we do not hold the developer or the contractor responsible for the disposal of the property. Our constituents are going to call us to find out what they can do. We have to cut the ditches for the water to run by the roadway, so we have proper drainage. When it comes to these retention ponds, it is similar. If it is not maintained it can cause major problems.

Dr. Yudice stated, for clarification, this is a retention pond that is near a commercial business on Killian Road. Mr. Ozbek inspected it, and it is not in a residential development.

Mr. N. Jackson stated residential or commercial we have to hold someone responsible because if they stop paying taxes on it, then no one owns it.

In Favor: Malinowski, Myers, Pearce, Kennedy, Dickerson, Livingston, Rose and McBride

Opposed: N. Jackson

The vote was in favor.

- e. Richland County Storm Drainage Easements within City of Columbia Limits – Mr. Pearce stated the committee recommended Council grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the problem relates to the manner in which the City is annexing property. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed prior to the annexation. He stated if we were to accept what the City wants we were talking about potentially millions of dollars.

Mr. Ozbek stated the cost estimate on one property was \$400,000. There are literally thousands of drainage easements, for different purposes.

Ms. Myers inquired if the majority of these, when the City annexed them, the County stopped maintaining them, and the City did not undertake maintenance; therefore, they have fallen into disrepair. And, what has now happened is the City wants the County to essentially go back and repair these drainages, and infrastructure, from the time they annexed, but did nothing to keep them up.

**Special Called
July 10, 2018
-16-**

Mr. Ozbek stated that is correct.

Mr. Pearce stated, for clarification, that is why we have included the piece about annexation. If there was better discussion, in advance, about annexation, some of these things could have been avoided and worked out.

Mr. N. Jackson stated the City annexes an area, but neglects to annex the ditches. So, we are supposed to continue to maintain these ditches, and that is an annexation problem.

Mr. Manning stated the motion made reference to a meeting with the City. He inquired if that is referencing the next joint Councils meeting.

Mr. Pearce stated we would be willing to discuss a better method. It just says, we believe a part of the problem is the manner in which they annex, and the County would be willing to meet. It does not specify anything about a joint meeting.

Mr. Manning stated, when you were saying the County would be willing to meet, is that referencing our next joint Councils meeting, maybe?

Mr. Pearce stated it did not address that. When they are told we are not going to do this, that we would say staff would be willing to meet with them.

Mr. Manning stated he knows we have been having joint Council meeting, in the past, and he thought this might be an item for the next Councils meeting.

Mr. Pearce stated it could be. When they discuss it with the City, the City may say, "When do you want to do this?" and that could be a possibility.

Ms. Myers stated the staff's recommendation is pursuant to an Attorney General opinion, and not just our reflexive desire not to help the City. There is an opinion that says the municipality, and not the County is responsible for maintenance, and repair, of the roads located inside its corporate limits. It goes on to discuss annexation, and who is responsible when.

Ms. Kennedy stated the City is continuously annexing property without discussing it. They need to be responsible for what they annex.

Mr. N. Jackson stated we have several differences with the City of Columbia. Over the years, it continues to grow. We talk about it, but we have not met. He stated he made a motion last year, and he made a motion again this year, to have a roundtable discussion with the City Council members to iron out whatever difference we have, and move forward. We have staff make discussions, but at least once a year there needs to be a roundtable to discussion to address these situations.

Ms. Kennedy stated she made the discussion motion at the last joint meeting we had, and they said they would not be annexing stuff without discussing it. A month afterward, they annexed part of District 7 into the City.

Mr. Pearce restated the motion to grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the

Special Called
July 10, 2018
-17-

problem relates to the manner in which the City is annexing these properties. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed, prior to the annexation.

In Favor: Malinowski, C. Jackson, Pearce, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Council Motion: Guidelines for dedications at the Decker Center – Mr. Manning stated this item is a Council motion. The motion is “Guidelines for dedications at the Decker Center”. He was unclear as to what an “aye” or “nay” vote on that would be. The briefing document gave a good deal of information, which included “move to establish guidelines for dedications at Decker Center, to include how they will be funded.” The alternatives, in the agenda packet on p. 147, was to consider the motion and proceed accordingly or to consider the motion and not proceed. The staff recommendation, on p. 148, was that Council may consider forming a small committee with representation from Council.

Mr. Rose moved, seconded by Mr. Malinowski, to follow staff’s recommendation to form a committee to present guidelines to full Council.

Mr. Manning made a friendly amendment to include dedications at any Richland County building.

Mr. C. Jackson stated, for clarification, if this means we will not do any future dedications until those guidelines have been approved by Council.

Mr. Rose stated, in his opinion, until guidelines are in place, if a majority of Council wanted to do something, they would have the ability to do so. Guidelines would be helpful in guiding us, going forward.

Ms. Dickerson stated we need some guidelines on this this because we are getting requests to do dedications, and we have not set any guidelines, as to how we would do them (i.e. expenses).

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to DPX Technologies, LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Livingston stated this somewhat of a unique project. This is a firm that got started by a USC Chemistry Professor. Then, it moved to Midlands Technical College Incubator, and now they are moving into the Research Park.

18. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

19. **NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Fiver(5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat) – Mr. Malinowski stated the committee recommended appointing Mr. James Tyler Burns for the at-large vacancy, and re-appointing Mr. Bill McCracken for the Hospitality Industry vacancy.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

- b. Business Service Center Appeals Board – 1 (Applicant must be an attorney) – Mr. Malinowski stated the committee recommended appointing Mr. Marcus J. “Marc” Brown.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry) – Mr. Malinowski stated the committee recommended appointing Mr. George Whitehead to the at-large vacancy.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-19-**

20. **REPORT OF THE BLUE RIBBON COMMITTEE**

- a. A Resolution to approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence – Mr. Pearce stated this is a follow-up item to the June 19th meeting. As you recall, we approved 20 properties for buyout that due diligence had been completed. The item before Council tonight is a resolution to purchase the remaining 54 properties substantially damaged by the 2015 floods, as soon as the owners and County complete all necessary due diligence.

Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

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

- a. Decker Boulevard/Woodfield Park Neighborhood Improvement Project was denied TAP Grant Funding – Mr. C. Jackson stated this item was received as information.
- b. Transportation Penny Funds will be utilized to pay for closing Devine Street and Gadsden Street Railroads – Mr. C. Jackson stated the recommendation is to approve the cost design fee, not to exceed \$35,000, for the railroad crossing closing Devine Street and Gadsden Street, pending the determined cost, or allowable expenditures, within the penny funds.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and Rose

The vote in favor was unanimous.

- c. Crane Creek Neighborhood Improvement Project – Mr. C. Jackson stated the recommendation was to approve the recommendations of the PDT to go forward with the design study.
1. Approve the Executive Summary from the Public Meeting
 2. Approve the Recommended Designs
 3. Approve the Design Contract for the OETs

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-20-**

- d. Discussion: Transportation Penny funds being utilized for the following facilities at Three Rivers Greenway – Mr. C. Jackson stated this item was held in committee.
1. Bathrooms
 2. Parking Lot
 3. Ranger Station
 4. Fire Department

- e. Status Update: The Dirt Road Program over-committed projects Years 1 and 2 workload has not been completed. Years 3 and 4 are in the design phase. – Mr. C. Jackson stated this item was received as information.

- f. Approval of the University of South Carolina’s Funding Request and Proposed Modifications to Three Bike Path Projects – Mr. C. Jackson stated the recommendation is to approve the funding, and the modifications, pending information regarding stakeholder meetings and the community’s support for the projects. Moreover, staff will develop a MOU and attach the SCDOR Guidelines to the approval.

In Favor: Malinowski, C. Jackson, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

- g. Approval of the MOU between Richland County and the Central Midlands Regional Transit Authority (CMRTA) for distribution of past unpaid actual Revenues (\$5,060,039.96) and interest (\$230,926.13) to begin in Fiscal Year 2019 paying CMRTA based on actual revenues and interest from the Penny Funds – Mr. C. Jackson stated the recommendation is to fund the back payment; however, to eliminate all language in the MOU regarding interest payments, prior to executing the new agreement.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- h. Approval of Polo Road Right of Way Easement with the City of Columbia – Mr. C. Jackson stated this item was held in committee.

- i. Approval of the Construction Agreement for Installation of Sidewalk for the Three Rivers Greenway (Saluda Riverwalk) adjacent to the CSXT Bridge approximately 30-feet from centerline of track at RRMP C-1.58 near DOT No. 640441N, Florence Division, CN&L Subdivision pending Legal’s comments being addressed – Mr. C. Jackson stated this item was held in committee.

- j. Approval of letters recommending awarding bids – Mr. C. Jackson stated the recommendation is to approve this item.

1. Sidewalk Package S-6
2. Dirt Road Package G
3. Dirt Road Package H
4. Resurfacing Package O

**Special Called
July 10, 2018
-21-**

5. Sidewalk Package S-9

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- k. Approval of the Utility Agreement for SERN – Mr. C. Jackson stated this item was held in committee.
- l. Approval to grant preliminary authority for Transportation Director to approve and sign design contracts – Mr. C. Jackson stated the recommendation is to approve this item.
1. Clemson Road Widening
 2. Southeast Richland (SERN) Neighborhood Improvements
 3. Atlas Road Widening
 4. Garners Ferry Road and Harmon Road Intersection

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- m. Approval to pay or the Internship Program utilizing General Funds, opposed to utilizing Penny Funds – Mr. C. Jackson stated this item was held in committee.
- n. Approval of Utility Relocation Estimates – **{This item was reconsidered at the July 24, 2018 Special Called Meeting}**

Mr. C. Jackson stated the recommendation is for approval.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

- o. Approval of On-Call Engineering Contracts – Mr. C. Jackson stated the recommendation is for approval.
1. Polo Road Widening
 2. Blythewood Road Area Improvements
 3. Spears Creek Church Road Widening
 4. Lower Richland Road Widening
 5. Trenholm Acres/Newcastle NIP
 6. Broad River Road Corridor NIP
 7. Smith/Rocky Branch Greenway A, B, C
 8. Crane Creek Greenway A, B, C
 9. Polo/Windsor Lake, Woodbury/Old Leesburg, Dutchman Greenway
 10. Quality Management Contract Modification for group 50 Dirt Roads (Mead & Hunt)

In Favor: Malinowski, Myers, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018
-22-**

The vote in favor was unanimous.

- p. Transportation Program Update – Mr. C. Jackson stated this item was held in committee.
 - 1. Preconstruction Update
 - 2. Construction Update
- q. Personnel Update – Mr. C. Jackson stated this item was held in committee.

22. **OTHER ITEMS**

- a. FY19-District 5 Hospitality Tax Allocations –Mr. N. Jackson moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Rose moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. FY19 – District 6 Hospitality Tax Allocations – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- c. FY19 – District 10 Hospitality Tax Allocations – Ms. Myers moved, seconded by Ms. McBride, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- d. A Resolution to appoint and commission Jason Michael Jensen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] – Mr. Pearce moved, seconded by C. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- e. A Resolution to appoint and commission Jameela Darcell Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] – Mr. Pearce moved, seconded by C. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

- f. The motion for reconsideration failed.

23. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Mr. Carl McKinney spoke regarding issues he encountered with the Planning Commission recently.

Mr. Livingston requested staff forward him the concerns expressed by Mr. McKinney.

**Special Called
July 10, 2018
-24-**

24. **EXECUTIVE SESSION** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission – Mr. Smith stated there was an issue that came forth when we did the budget about whether or not the Recreation Commission contract had actually been executed. The Recreation Commission indicated they had brought an executed copy to the County. What was determined was there was a contract they signed and forwarded over, but there was question about one of the signatures on the contract. He stated he spoke with Bob Coble, who represents the Recreation Commission, and he indicated they are going to have a new Executive Director coming on board on July 15th, as well as the new Chair of the Commission. It is recommended, at that time, to re-execute the document, and authorize the Chair to execute the document on behalf of Council. He stated he has reviewed the document and there are no material changes to the document.
- c. Contractual Matter: 911 Communications Center
- d. Pending Litigation: Richland County vs. SCDOR
- e. Personnel Matter: Acting County Administrator Search
- f. Personnel Matter: Clerk to Council Contract

In Favor: Malinowski, C. Jackson Myers, Pearce, Kennedy, Dickerson, N. Jackson and Livingston

Abstain; Manning

The vote in favor of going into Executive Session was unanimous with Mr. Manning abstaining from the vote.

Council went into Executive Session at approximately 8:06 PM and came out at approximately 9:36 PM.

Intertape Polymer Group, Inc. Property Donation – Ms. Myers moved, seconded by Mr. Malinowski, to decline the offer of the donation of property.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning Dickerson, N. Jackson, Livingston, Rose and McBride.

The vote in favor was unanimous.

Contract with Recreation Commission – Ms. Myers moved, seconded by Mr. Livingston, to authorize the Chair to execute the document once it is signed by the Recreation Commission.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski and Manning

The vote was in favor.

Contractual Matter: 911 Communications Center – Ms. Myers moved, seconded by Mr. C. Jackson, to move allow staff to go forward as discussed in Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018
-25-**

Opposed: Manning

The vote was in favor.

Richland County vs. SCDOR – Mr. Smith stated this item was for information.

Personnel Matter: Acting County Administrator Search – Ms. Dickerson stated, for clarification, this item is for Human Resources to post the position of Acting County Administrator. The position will be posted for 5 days.

Mr. Hanna stated that is his understanding from the discussion at the Council Roundtable yesterday.

Ms. Myers moved, seconded by Mr. Rose, to direct Mr. Hanna to post the position of Interim County Administrator for 5 business days, as was discussed in Executive Session, and report the results back to Council.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

Personnel Matter: Clerk to Council Contract – Ms. Myers moved, seconded by Mr. Malinowski, to instruct Mr. Hanna to proceed with the revisions to the document, as discussed in Executive Session, and provide those back to Council by July 11th at 1:00 PM.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

25. **MOTION PERIOD**

- a. We move that the County's Courthouse Committee convene and create a group modeled after the 39 Member Panel that culminated in the Transportation Penny and/or the Development Roundtable Panel that brought forth the 20+ Environmentalists/Developers Joint Recommendations for implementation and/or the Flood Recovery Blue Ribbon Panel that guided direction following the 1,000 year flood tragedy, with the goal to culminate in a new Richland County Courthouse Ribbon Cutting Ceremony [MANNING, PEARCE and LIVINGSTON] – This item was referred to the Property Distribution Management Ad Hoc Committee.
- b. Move that Administration give a report on the \$188,000 contract received by the Conservation Commission attorney from his brother the former Finance Director. If it cannot be explained, then it needs to be turned over to SLED and the Attorney General's Office for investigation. NOTE: Former Administrator Gerald Seals informed me and Council the Conservation Commission attorney received \$188,000 contract from his brother, former Finance Director. This was from an audit and concerns were expressed why would his brother give him a contract without bidding it out and was there a conflict. The Conservation Commission attorney's contract was delayed for several months and renewed, however, Council was never updated on the \$188,000 contract [N. JACKSON] – Mr. Pearce stated when he saw

**Special Called
July 10, 2018
-26-**

this motion he contacted Ms. Wladischkin. She stated there is no contract for \$188,000. In addition, the motion says, “the brother of the Finance Director.” Mr. Driggers and Mr. Ken Driggers are not brothers. They are cousins. Ms. Wladischkin stated the contract was let in 2011. It was rewritten in 2017, at up to \$30,000 a year. It was not required to go out for bid because solicitation is not required for legal services.

Mr. N. Jackson stated he was informed by the former Administrator that it was in an audit, and then he brought to an Executive Session to tell us he had a problem with an audit. The audit showed that Mr. Ken Driggers received \$188,000, and it was questionable. The former Administrator was supposed to report back to Council, but he never did.

Staff was directed to review this matter and report back to Council.

- c. I move that any recommendation or inquiry of the dam to DHEC must be coordinated by the Foundation and not Conservation Commission staff [N. JACKSON] – The item was referred to the D&S Committee.
- d. The Conservation Commission must revisit their proposed contract agreement with the Foundation and make it feasible for the organization to consider the proposal. How it is written is flawed and not with Council or Administration directive. Staff was asked to meet with SCDOT to leave the temporary bridge on Garners Ferry Road which would save thousands of dollars for the completion of the greenway nature trail. The Contractor and SCDOT agreed but staff did not follow through. [N. JACKSON] – This item was referred to the A&F Committee.
- e. Appropriate up to \$300,000 from the Gills Creek Part A project to repair the emergency spillway and an additional \$300,000 to build the boardwalk where the temporary bridge was removed [N. JACKSON] – This item was referred to the A&F Committee.
- f. I move that Council reconsider the order to request the return of funds used to purchase four acres for county project by CHAO and Associates and move the project forward immediately giving appropriate time to complete the project [N. JACKSON] – Ms. Myers stated she thought they had done that twice.

Dr. Yudice stated staff has brought this item before Council 2 times. Last Friday, we prepared a comprehensive report that was provided to Council.

Mr. N. Jackson stated when this was decided it did not go to committee. It was decided by Council, after meeting in Executive Session. The decision was based on the Administrator not having certain documents. When the report was given to Council, the documents were present. We made a decision on documents he said he could not find. But in the report, sent by the Assistant Administrator, those documents were there. He said the land purchase was not in the Phase II, and he did not have any documents on it. Now, he gets a report that shows the land purchase in Phase II. Because of the new information we have received, he thinks Council should reconsider because it was based on those documents not being present.

Dr. Yudice stated the documents Mr. N. Jackson is referring to were prepared for Mr. Chao. They were not prepared by County staff.

Mr. N. Jackson stated it can go to committee to be discussed because it is a document, with a master agreement, where it stated what was approved by Council.

**Special Called
July 10, 2018
-27-**

Dr. Yudice stated they could not find any evidence that Council had approved purchasing the property.

This item was referred to the A&F Committee

- g. I move that up to an additional \$3 million be appropriated to the project due to constant delays for the past four years [N. JACKSON] – This item was referred to the A&F Committee.
- h. Move for an update of the SLED investigation on bullying [N. JACKSON] – This item was referred to the Legal Department.
- i. Get an updated contract on all employees who report to Council [N. JACKSON] – This item was referred to the Human Resources Department.
- j. Allocate \$50k to Believe N Me2 for annual Sunsplash Concert; \$80k for annual Wet N Wild, Halloween Horror and Light of Christmas to Pinewood Lake Park Foundation and \$25k to SC Gospel Fest for annual LR Gospel Fest [N. JACKSON] – Mr. Manning inquired if this funding is out of the \$164,000 individual Council Member’s H-Tax allotment.

Mr. N. Jackson responded in the affirmative.

Mr. Manning inquired as to why it was not listed on the agenda like the other H-Tax allocation motions.

Mr. N. Jackson moved for approval.

Ms. Dickerson stated this is not a motion item.

Mr. N. Jackson stated it was sent to the Clerk, in the appropriate time.

This item was deferred to the July 24th Special Called Meeting.

- k. Council review the H-Tax process and make any necessary changes [KENNEDY] – This item was referred to the Rules & Appointments Committee.

Mr. Malinowski stated this is so generic. He stated we need more information before it gets to Rules.

Mr. Manning inquired, for clarification, if Hospitality Tax is in Council Rules. He stated Rules are about our Council Rules.

Mr. Smith stated it is a policy.

Mr. Manning inquired if it is a policy or an ordinance.

Mr. Smith stated there is a H-Tax Ordinance, but the process is a policy.

Mr. Manning inquired if it is the process or the ordinance.

This item was referred to the A&F Committee.

- I. Allocate \$150,000 from District 7 – FY18 Hospitality Tax Funds to the SC Gospel Quartet to cover the following: concert, boxing match, play and fashion show [KENNEDY] – This item was deferred to the July 24th Special Called Meeting.
26. **ADJOURN** – The meeting adjourned at approximately 9:44 PM.

**Special Called
July 10, 2018
-29-**

Richland County Council Request for Action

Subject:

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Notes:

June 26, 2018 – The committee forwarded this item to Council without a recommendation.

**RICHLAND COUNTY
ADMINISTRATION**

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



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Background

This request is to approve the FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Richland County became a federal entitlement program grantee in 2002. As an entitlement grantee, Richland County receives an annual share of federal Community Development Block Grant (CDBG) and HOME Investment Partnership Programs (HOME) funds authorized under Title I of the Housing and Community Development Act of 1974, as amended. The Richland County Office of Community Development (RCCD) is responsible for administering CDBG and HOME grants for unincorporated areas of Richland County.

RCCD seeks to “transform lives in partnership with the Richland County community through housing, education and revitalization to make a different one household at a time.”

The purpose of the Annual Action Plan is to identify housing and community development needs and to develop CDBG and HOME budgeting for the next annual period. This Action Plan for Richland County covers the fiscal period of October 1, 2018 to September 30, 2019. Additionally, the Annual Action Plan implements the County’s 5 Year Consolidated Plan, approved in July 2017, which enables the County to continue to receive federal housing and community development funds and must be submitted to the US Department of HUD by August 15, 2018.

A public meeting will be advertised and held on July 30, 2018. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend.

Please see below FY 18-19 Proposed Budgets for CDBG and HOME:

FY 18-19 CDBG BUDGET				\$1,495,368	
District 10 Park (Design/Soft Costs)		\$50,000.00			
GillsCreek - Water Quality Improvement Prgt		\$ 100,000.00			
Unsafe Housing Removal		\$ 271,990.00			
Richland County Rolls (Paint Brush Pgm)		\$80,000.00			
Operation One Touch (Minor Rehab Pgm)		\$ 220,000.00			
HOME Project Delivery Costs		\$ 100,000.00			
Public Service Projects		\$ 224,305.00			*Cannot exceed 15%
Richland Business 101		\$150,000.00			
Admin		\$ 299,073.00			*Cannot exceed 20%
FY 18-19 HOME BUDGET				\$722,033.00	
RCHAP		\$250,000.00			
CHDO		\$149,830.00			
RICHLAND REBUILDS		\$250,000.00			
ADMIN		\$72,203.00			*Cannot exceed 10%

HOME Grant funds require a local match. Total HOME funds are divided as follows:

HOME Grant Funds	\$ 722,033.00
HOME Program Income	\$ 20,000.00
HOME Local Match Required from the County (25%)	\$ 162,458.00
	\$ 904,491.00

Issues

If not approved, the estimated FY 18-19 budgets for CDBG and HOME and the funds will not be set up. Subsequently, the funds could be rescinded or not spent in a timely manner, thereby creating additional areas of concern for the County and affecting future year awards from HUD.

Fiscal Impact

The only financial impact to the County is the HOME match requirement.

For FY 18-19, the amount of HOME Match is \$162,458 and has been approved by County Council in Biennium Budget I in the General Fund. The County has provided the required match amount since the HOME program began in 2002.

Past Legislative Actions

County Council approved the Community Development’s FY 17-18 HUD Consolidated Action Plan in July 2017.

HUD approved the County’s FY18-19 allocation on May 1, 2018.

Last year’s CDBG and HOME budgets are listed below:

- FY 2017 CDBG \$1,330,596 HOME \$514,484

Alternatives

1. Approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.
2. Do not approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.

Staff Recommendation

Staff recommends Council approve the Annual Action Plan (FY 18-19) and the estimated budgets for CDBG and HOME.

Submitted by: Tracy Hegler, Community Planning & Development

Date: June 18, 2018



**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

August 27, 2018

Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government will partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 20+ unit mixed income residential community. Richland County will commit Community Development Block Grant Funds in the Amount of \$350,000 for infrastructure construction.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agrees to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be prepared to offer 30 percent of ***new*** employment, contracting, or training opportunities to Section 3 Business or residents.
2. Evidence that development costs in the amount of \$3,546,447.00 are secured
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment

Please note this project will require Davis-Bacon compliance as well. Please make sure all documentation from request for proposals to construction awards denote this federal Department of Labor requirement.

If you agree to these conditions, please respond in writing with-in ten days from the date of this letter. Once received, Richland County will take steps to execute a contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Valeria Davis", with a long horizontal stroke extending to the right.

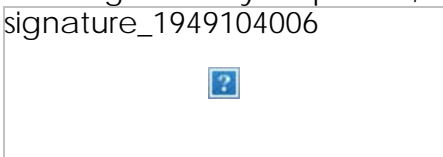
Valeria Davis
Community Development Division Manager

Cc: Gloria Saeed, City of Columbia Community Development Director
Jocelyn Jennings, Community Development Coordinator

From: [Don Oglesby](#)
To: [CLAYTON VOIGNIER](#); [DENISE TEASDELL](#); [Julia Boland](#); [Dawn Dowden](#); [JOCELYN JENNINGS](#)
Subject: FW: Homes for Hope - Award Letter
Date: Monday, June 03, 2019 2:16:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)

Yes—see email below where we accepted the terms of the letter from 8/27, email from 8/28.

With regards for your peace,
signature_1949104006



signature_500134834



Don Oglesby
President/CEO, HDFP, EDFP
Homes of Hope, Inc.
(864) 546-4637
www.homesofhope.org



cid:image007.png@01D46D3C.B572C510



Donate today [HERE](#)

From: Don Oglesby <DOglesby@HomesofHope.org>
Date: Thursday, September 13, 2018 at 1:16 PM
To: VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>
Cc: Jocelyn Jennings <JENNINGS.JOCELYN@richlandcountysc.gov>, "'Saeed, Gloria'"

<Gloria.Saeed@columbiasc.gov>, "Kilgore, Felicia C" <Felicia.Kilgore@columbiasc.gov>, DENISE TEASDELL <TEASDELL.DENISE@richlandcountysc.gov>

Subject: Re: Homes for Hope - Award Letter

Per your email below, and the attached letter, and my conversation yesterday with Jocelyn (who by the way was MOST helpful and deserves a raise ☺), we agree to these conditions.

With regards for your peace,



Don Oglesby

President/CEO, HDFP, EDFP

(864) 546-4637

www.homesofhope.org



id:image007.png@01D4438F.95C77C50



Donate today [HERE](#)

From: VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>

Date: Tuesday, August 28, 2018 at 10:52 PM

To: Don Oglesby <DOglesby@HomesofHope.org>

Cc: JOCELYN JENNINGS <JENNINGS.JOCELYN@richlandcountysc.gov>, "Saeed, Gloria" <Gloria.Saeed@columbiasc.gov>, "Kilgore, Felicia C" <Felicia.Kilgore@columbiasc.gov>, DENISE TEASDELL <TEASDELL.DENISE@richlandcountysc.gov>, VALERIA DAVIS <DAVIS.VALERIA@richlandcountysc.gov>

Subject: Homes for Hope - Award Letter

Please see attached.

Thanks~

Valeria

Valeria D. Davis

Division Manager
Richland County Government
Community Planning & Development Department
Davis.Valeria@richlandcountysc.gov

P 803-576-2063 **F** 803-576-2052

2020 Hampton St.
Suite 3063B
P.O. Box 192
Columbia, SC 29204
rcgov.us

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**RICHLAND COUNTY
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street
Columbia, SC 29204

Attachment 7



(Original August 27,2018)

(Revised 3/28/19)

Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government will partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 20+ unit mixed income residential community. Richland County will commit Community Development Block Grant Funds in the Amount of \$350,000 for infrastructure construction.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agree to actively seek to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be offer 30 percent of new employment, contracting, or training opportunities to Section 3 Business or residents, as deemed feasible.
2. Written verification all private and/or other development costs have been secured to total to the estimated \$5.54M project costs
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment (completed as of March 2019)
4. Building Plans approval by the City of Columbia to include the appropriate zoning and other local building requirements.

If you agree to these conditions please respond in writing with-in ten days from the date of this letter. Once received, Richland County will take steps to proceed with contract approval by Legal and County Council.



Sincerely,

Valeria Davis
Division Manager, Community Development
Richland County Government

Cc: Gloria Saeed, City of Columbia Community Development Director



Development Costs:

	Total Projected Cost	City of Columbia	Richland Co.	Capital Bank
Acquisition Costs				
1. Land	408,000.00		350,000.00	58,000.00
2. Existing Structures	0.00			
3. Other Impact//Tap fees	159,123.00	159,123.00		
Subtotal	567,123.00	159,123.00	350,000.00	58,000.00
Site Costs				
4. Arborist and new trees	9,317.00	0.00		9,317.00
5. On-Site Improvements	447,580.00	442,826.00	0.00	4,754.00
Subtotal	456,897.00	442,826.00	0.00	14,071.00
Construction Costs				
6. New Building	3,166,086.67	0.00	0.00	2,742,916.67
7. Rehabilitation	0.00			0.00
8. General Requirements	216,820.00		0.00	216,820.00
9. Contractor Profit & Overhead	289,093.33		0.00	289,093.33
10. Other Bond fee and contingency	80,000.00			80,000.00
Subtotal	3,752,000.00	0.00	0.00	3,328,830.00
Professional Fees				
11. Accountant	0.00			
12. Architect	5,500.00			5,500.00
13. Attorney	10,000.00		0.00	10,000.00
14. Consultant	28,000.00			28,000.00
15. Other Survey and Engineering	13,000.00		0.00	13,000.00
Subtotal	56,500.00	0.00	0.00	56,500.00
Interim Costs				
16. Hazard/Liability Insurance	3,750.00		0.00	3,750.00
17. Interest	149,000.00		0.00	149,000.00
18. Payment/Performance Bond	0.00		0.00	
19. Title/Recording/Legal Fees	0.00		0.00	
20. Other	0.00			
Subtotal	152,750.00	0.00	0.00	152,750.00
Financing Fees and Expenses				
21. Credit Report	0.00			
22. Loan Origination/Closing	37,000.00		0.00	37,000.00
23. Title/Recording/Legal Fees	0.00			
24. Other	0.00			
Subtotal	37,000.00	0.00	0.00	37,000.00
Soft Costs				
25. Appraisal	7,500.00		0.00	7,500.00
26. Market Study	0.00		0.00	
27. Environmental Review	3,500.00			3,500.00
28. Relocation Expenses	0.00			
29. Other contingency	28,200.00		0.00	28,200.00
Subtotal	39,200.00	0.00	0.00	39,200.00
Development Reserves				
30. Rent-up Reserve	6,600.00		0.00	6,600.00
31. Operating Reserve	5,500.00		0.00	5,500.00
32. Developer Fees 5% (Acquisition)	0.00			
33. Developer Fees 15% (New, Rehab)	254,830.00		0.00	
34. Other replacement reserve	6,600.00		0.00	6,600.00
Subtotal	273,530.00	0.00	0.00	18,700.00
35. TOTALS	5,335,000.00	601,949.00	350,000.00	3,705,051.00



Don Oglesby
Homes of Hope Inc.
3 Duncan Street
Greenville, SC 29611

RE: Edisto Place Project

Dear Mr. Oglesby:

This letter is to advise you that Richland County Government agrees to partner with the City of Columbia and Homes of Hope, Inc. for the development of Edisto Place, a 29-unit mixed income residential community. Richland County will commit Community Development Block Grant (CDBG) Funds of \$350,000 for land acquisition.

Receipt of the CDBG funds is contingent upon the following conditions:

1. As a recipient of CDBG funds, Home of Hope, Inc. agree to actively seek to award 10 percent of the total CDBG investment to Section 3 Businesses; and/or be offer 30 percent of new employment, contracting, or training opportunities to Section 3 Business or residents, as deemed feasible.
2. Written verification all private and/or other development costs have been secured to total to the estimated \$5.34M project costs
3. Completion of U.S. Department of Housing and Urban Development (HUD) Modified Environmental Assessment
4. Building Plans approval by the City of Columbia to include the appropriate zoning and other local building requirements.
5. Project and budget approval by Richland County Council.

If you agree to these conditions, please respond in writing by July 30, 2019. Once received, Richland County will proceed with contract approval by Legal and Richland County Council, pending project and budget approval by Richland County Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayton Voignier", with a long horizontal line extending to the right.

Clayton Voignier
Director, Community Planning & Development
Richland County Government

Original 8/27/18

Revised 3/28/19

Revised 7/29/19





July 26, 2019

Clayton Voignier
Richland County

Clayton,

Please accept this letter as my acceptance of your commitment letter dated 7/29/19. We agree to, and accept the conditions noted within you letter, and appreciate your commitment to affordable housing in Richland County.

Sincerely,

Don Oglesby
President/CEO
Homes of Hope, Inc.



North Part- Frontage if standing on Wiley St. looking at the homes.

Road Curves- so from this perspective townhome is behind Thurston Plan



3 UNIT TOWNHOME



THURSTON



BAILEY



CURTIS DUPLEX



CURTIS DUPLEX



CURTIS DUPLEX



CURTIS DUPLEX



4- UNIT TOWNHOME



4- UNIT TOWNHOME

South Part- Frontage if standing on Wiley St. looking at the homes



CURTIS DUPLEX



LINCOLN DUPLEX



CURTIS DUPLEX



2- UNIT TOWNHOME

<u>SOUTH EDISTO NEIGHBORHOOD RESIDENTIAL DEVELOPMENT (COLUMBIA, SC)</u>	
TMS#	Property Address
11212-17-01 <i>Corner lot</i>	1800-02 Superior Street
	1804-06 Superior Street
11212-17-16	1809-11 Wiley Street
11212-17-13	1813-15 Wiley Street
11212-17-15	1821-23 Wiley Street
11212-17-08	1913 Wiley Street
11212-17-12	1901 Wiley Street
11212-17-11	1903 Wiley Street
11212-17-10	1905 Wiley Street
11212-17-09	1909 Wiley Street
11212-17-07	1917 Wiley Street
11212-18-03 <i>Corner lot</i>	801 Wiley Street

ASHIYA MYERS

From: CLAYTON VOIGNIER
Sent: Thursday, July 25, 2019 8:58 AM
To: Bill Malinowski
Cc: ASHLEY POWELL
Subject: RE: July 23 A&F Committee Item Follow-Up

Good morning, Councilman Malinowski,

In the packet from the website ([7-23-19 A&F Committee Meeting](#)) , page 78 is the project budget, which lists the funds from Richland County to be used for land acquisition. On page 76, the first paragraph of the funding commitment letter issued by Ms. Jackson states that the funds are to be used for infrastructure construction. While I do not know the rationale for the language used in Ms. Jackson's letter, the original intent for this project is that the funds are to be used for land acquisition. This item was never brought to Council for approval prior to the 7-23-19 A&F Committee, and as such, there has been no vote by Council to approve the use of these funds for this purpose. On page 70, supporting materials for the minutes from the 7-10-2018 Special Called Meeting show that the FY18-19 CDBG funds were approved by Council to be used for a variety of other projects, not including the South Edisto project. However, funds have not been and will not be expended for several of these projects including Operation One Touch, Richland County Rolls, and Richland Business 101. Thus, funds are available for the South Edisto project should Council approve the project at the August 1 Special Called Meeting. If Council chooses not to approve the South Edisto project, the funds would be expended and drawn down in future years for future projects approved by Council or for staff salaries and benefits. Either of these uses for the funds are acceptable to HUD without additional approval by HUD.

In addition, to ensure that staff is not committing these funds without Council approval for a purpose other than what is intended for those funds, I have added a condition to the funding commitment letter, which should have been included in previous versions, that funding for this purpose is contingent upon project and budget approval by Council. Again, I do not know the rationale for not stipulating this condition in previous versions of Ms. Jackson's letter, but no funds for any intended purpose can be committed without Council approval. Please let me know if you have any further questions or if a discussion would help clarify this item.

Thank you,

Clayton Voignier, CCEP, CGAP

Director
Richland County Government
Community Planning & Development
803-576-2168
voignier.clayton@richlandcountysc.gov

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From: Bill Malinowski <Malinowski.Bill@richlandcountysc.gov>
Sent: Thursday, July 25, 2019 8:16 AM
To: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>
Cc: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>
Subject: RE: July 23 A&F Committee Item Follow-Up

Mr. Voignier,

Your letter poses a new question. The information provided to Council on page 78 of the 7-23-19 A & F agenda stated in paragraph 1 the funds were to be used for "infrastructure construction".

What did Council initially approve the funds to be used for? If the vote for approval was for infrastructure construction, then I would think any deviation from that specific use for the funds would need to be voted on again by Council since it is a change. I don't think you can just change the funding use in a letter without Council consent.

Bill Malinowski

From: CLAYTON VOIGNIER <VOIGNIER.CLAYTON@richlandcountysc.gov>

Sent: Wednesday, July 24, 2019 3:21 PM

To: Bill Malinowski <Malinowski.Bill@richlandcountysc.gov>

Cc: ASHLEY POWELL <POWELL.ASHLEY@richlandcountysc.gov>

Subject: July 23 A&F Committee Item Follow-Up

Good afternoon, Councilman Malinowski,

I wanted to confirm with you the appropriate path forward on the South Edisto Project Funding: Use of CDBG Funds item. I believe your concern was that the funding should be used for the purpose for which it was originally approved/allocated. As such, and as suggested by Mr. Smith, I have drafted a new funding commitment letter to Homes for Hope, Inc., the developer, specifying the use of the funds for land acquisition. The draft letter is attached and will be sent to Homes for Hope, Inc. for acceptance prior to the August 1 meeting of Council. Please let me know if this path forward will address your concern. If further discussion is warranted, please let me know as well.

Thank you,

Clayton Voignier, CCEP, CGAP

Director

Richland County Government

Community Planning & Development Department

voignier.clayton@richlandcountysc.gov

P 803-576-2168 **M** 803-447-0053 **F** 803-576-2182

2020 Hampton St.

P.O. Box 192

Columbia, SC 29202

richlandcountysc.gov

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