

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, DECEMBER 17, 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

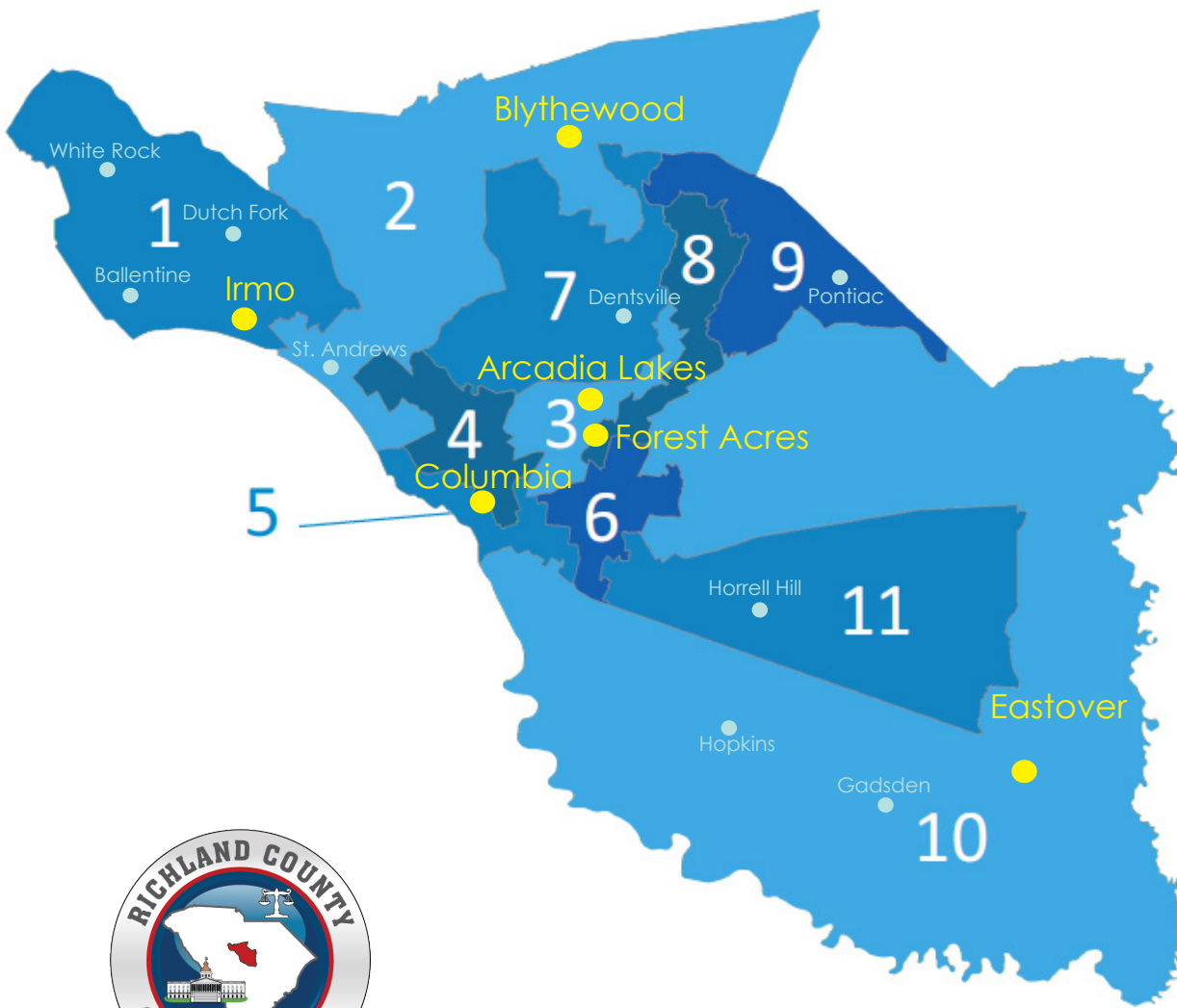
The Honorable Joe Walker

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



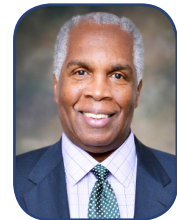
Joe Walker, III
District 6
2018-2022



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

December 17, 2019 - 6:00
PM Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: November 21, 2019 [PAGES 7-12]
3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson
4. **ITEMS FOR ACTION** The Honorable Joyce Dickerson
 - a. Memorandum of Understanding – COMET – Mapping Services [PAGES 13-17]
 - b. Approval of Award of Community Housing Development Organization (CHDO) funding [PAGES 18-22]
 - c. Approval of Award of Southeast Sewer and Water Project – Division 1 & Division 2 [PAGES 23-28]
 - d. Approval To Purchase Mobile Data Routers For Fire Vehicles [PAGES 29-36]
 - e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement [PAGES 37-42]
 - f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood [PAGES 43-49]
5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED** The Honorable Joyce Dickerson
 - a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design

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

6. ADJOURN



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



Richland County Council

ADMINISTRATION AND FINANCE COMMITTEE

November 21, 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, Angela Weathersby, Leonardo Brown, Gary Watts, Chris Eversmann, James Hayes, Brad Farrar, Quinton Epps, Cathy Rawls, Ronaldo Myers, Tariqu Hussain and Tyler Kirk

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. October 22, 2019 – Ms. Myers moved, seconded by Mr. Walker, to approve the minutes as distributed.

In Favor: Malinowski, Myers, Walker and Dickerson

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

In Favor: Malinowski, Myers, Walker and Dickerson

The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
 - a. Conversion of Six Part-Time Deputy Coroner Positions to Full-Time Status – Ms. Myers moved, seconded by Ms. Dickerson, to approve, for discussion.

Ms. Myers stated, in the briefing documents, it says there will be no budgetary impact, but that we are essentially bringing them in-house for benefit purposes.

Mr. Watts stated there is some essential impact, as it relates to the insurance cost, but based on the amount of time they working, they would be eligible for insurance.

Ms. Myers stated, for clarification, in terms of the current salary, they are working so much overtime they are FTEs, but not being provided benefits.

Mr. Watts stated they are being paid the same rate, and because the full-time employees are exempt, they are having to pay overtime to the part-time employees, if they work beyond their normal hours. The other costs is the training and equipment, since they have to have the same training and certifications a full-time employee has, and then losing them to another agencies because of benefits.

Ms. Myers inquired if Mr. Hayes had looked at the side-by-side comparison of where we are now, and where we would be if we were to approve Mr. Watts' request.

Mr. Hayes stated there is an analysis in the packet that shows where we are currently. Even without a conversion, they were projected to have a deficit in the part-time, but a surplus in the regular salary line item, which would equate to a net deficit of \$38,000. Ms. Hamm noted, upon conversion, there may be some health insurance requirements that may be an additional \$46,000, for an overall deficit of \$84,000. Even with Council not making any adjustments, there would still be a deficit of \$38,000, which would have to be absorbed through any surplus in the General Fund.

Ms. Myers inquired, going forward, if this is a better budgetary move to keep these people as part-time.

Mr. Hayes stated anytime you are assuming additional costs you would not say it is a better financial move; however, if it causes the Coroner's Office to retain employees that is a good move.

Ms. Myers stated, from the standpoint of employee retention, scheduling and the ability to hire people who come into a system where they see a success arising, this makes sense. The financial impact, over time, is not meaningful.

Mr. Malinowski stated, according to the information in the agenda packet, this was never brought to the full Council for a request. This was all a backdoor deal between...

Mr. Watts requested that Mr. Malinowski not call it a backdoor deal.

Mr. Malinowski stated, then it was concocted by an Administrator and an elected official, unbeknownst to the officials here.

Ms. Dickerson requested that Mr. Malinowski and Mr. Watts refrain from name calling and point of fingers.

Mr. Malinowski stated this request was never brought to Council. He inquired if that is the way seeking full-time employees are normally retained.

Mr. Watts stated, as elected officials, they have always been guided by County Council to take our issues to the County Administrator. He does not know what the budget process is for hiring a new employee, as far as what Council does. He did what he was asked to do for the last 17 years, when he had an issue, and took it to the County Administrator. What he did from that point forward, who he contacted, who he did not contact, he has no idea. He stated there emails in the packet that show the exchange between himself and an Assistant Administrator. He stated he had explained the issue with the County Administrator. The County Administrator, in turn, said this what we can do, and inquired if that was acceptable. It was agreed upon, and it was implemented. What happened from there, he cannot answer.

Mr. Malinowski inquired about how much it costs to train an employee.

Mr. Watts stated it costs approximately \$20,000.

Mr. Malinowski noted the backup documentation states “The salaries might not change, but once the employees are converted...” He inquired how that is possible.

Mr. Watts stated the employees are still paid the same hourly rate, as the full-time Deputy Coroners.

Mr. Malinowski inquired if there are options to select various insurance coverage, and if it affects the financial impact.

Mr. Brown stated the County has a multi-plan insurance coverage, and there are different costs associated with those plans. The County pays for the plan, but the employee share different cost structures depending on which plan they choose.

Mr. Malinowski inquired about how many employees the Coroner’s Office has lost in the last 2 – 3 years.

Mr. Watts responded between 6 and 8.

Mr. Malinowski inquired if Mr. Watts knows what the difference in salary was where these employees were going.

Mr. Watts stated it was not so much salary, as benefits.

Mr. Malinowski stated the way he phrased his opening comments was due to the email from Mr. Hayes to Mr. Brown and Dr. Thompson, on August 22, 2019. In the email, it says “I believe based off my research and just speaking to the coroner himself who told me that the funds have always been available in their PT object code they proceeded to pay these deputy coroners out of the PT object code but they essentially worked the same number of hours as the FTEs because ‘he had to do something since you all were not going to give me the positions’”. He requested Mr. Watts to explain his comment.

Mr. Watts stated that is a fair statement because he had to cover the schedule. The only way he could cover the schedule, without the full-time employees, was to use part-time employees to cover. He had to do something to cover the schedule.

Mr. Malinowski inquired if the Coroner came to the County, at any time, and inform them they were going to be over budget because of this.

Mr. Watts stated he assumed the Administrator would address that with the planning of the employee costs. He noted the budget deficit for last year was \$642.30 on a \$2.9M budget. They had funds in full-time employees, which they were not using, and were able to transfer over to the part-time line item.

Mr. Malinowski inquired as to where the funds are coming from.

Mr. Hayes stated it would come from the General Fund Surplus Fund. Overall, the General Fund has a yearly surplus.

Mr. Malinowski inquired what the approximate annual cost that will be added to the Coroner’s budget to cover this next year.

Mr. Hayes stated the deficit amount should be \$84,000.

**Administration and Finance
November 21, 2019**

Mr. Watts stated, as the investigators become better trained, and more used to processes, they have a better opportunities and chance, to conduct the investigation, getting doctors to certify death certificates, and doing more on frontend, which allows them to cut down on the backend with autopsy costs. If they do not have to do autopsies it will save them thousands of dollars, and will come back in to cover any costs associated with the full-time employees.

Ms. Myers wanted the record to reflect that Mr. Hayes said the County has a budget surplus every year.

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

The vote in favor was unanimous.

- b. Amend the Hospitality Tax Council Allocation Process – Ms. Myers moved, seconded by Ms. McBride, to forward to Council with a recommendation to authorize staff to revise applicable procedures to ensure the compliance of all projects receiving H-tax funds as allocated by County Council.

Mr. Malinowski requested Mr. Hayes to give him a definition of Zoom Grants.

Mr. Kirk stated Zoom Grants is the external website they utilize to collect and store the applications and associated paperwork from grantees. It is an online service that helps manage the process, and assure that all of the required documentation is submitted.

Mr. Hayes stated they recently conducted a workshop and walked the grantees through how to use Zoom Grants.

Ms. McBride stated, for clarification, the programs that are eligible for Hospitality Tax are tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums, etc. She inquired about what kind of work can be done there.

Mr. Hayes stated it has to do with the operations and infrastructure.

Mr. Kirk stated, per the guidelines approved by Council, 20% of the operations and maintenance cost is an allowable expenditure. It is for maintaining an existing building, instead of building a new building.

Ms. McBride stated, for clarification, if you wanted to build a “fence” you would have to go through Council.

Mr. Kirk stated Council has approved specific projects that are outside the scope (i.e. Gateway Pocket Park), which is separate from the application process, which has to follow the guidelines approved by Council.

Ms. McBride stated, for clarification, it is possible for you to build the “fence.”

Mr. Hayes responded in the affirmative.

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

The vote in favor was unanimous.

- c. Intergovernmental Agreement – Town of Eastover – Magistrate Renewal – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to accept the Chief

**Administration and Finance
November 21, 2019**

Magistrate's recommendation to renew the Intergovernmental Agreement with the Town of Eastover for the Town of Eastover Municipal Judge.

Mr. Malinowski inquired about how many hours Judge Simons spends at the Town of Eastover each month. He noted the town is propping to pay him \$100 a month.

Judge Edmond stated that is standard for the municipal judges.

Mr. Malinowski inquired if Judge Simons has been working there from September through November, because the agreement expired September 4th.

Judge Edmond stated, as him being the new Chief Administrative Judge, it is updating these IGAs. There will be some others that will come before Council in the future. Of course, they have to negotiate these IGAs between the municipalities. Once they do the negotiations, they will bring it to him and he will forward it to Administration.

Mr. Malinowski suggested Judge Edmond to have his staff to attempt to get the IGAs done prior to their expiration.

Ms. Myers inquired if the municipalities pick their own judges.

Judge Edmond responded in the affirmative. Usually they use the magistrate in that district. Once Council approves it, he will draft an Order, to send to the Supreme Court, to recognize them as a municipal judge.

Ms. Myers inquired, since Judge Simons is retired, is the County paying a full salary, and the town is supplementing it.

Judge Edmond stated Judge Simons will receive a salary as a County magistrate, and the Town of Eastover will pay the County for his services. As you know, the magistrates are under the Police Retirement Plan.

Mr. Smith stated the Town of Eastover will pay the County the municipal judge's portion, so it comes through the County, and is reflected on this County payroll check.

Ms. Myers stated, for clarification, we are not setting up a system where we have one magistrate that has been selected, and he is making more money than everybody else because he has been selected. The rest of the magistrates, which have not been handpicked, make what the County pays them.

Judge Edmond stated the municipalities pay that cost. Forest Acres and Irmo are the only municipalities that do not have County magistrates.

Ms. McBride stated, for clarification, the magistrates are selected by the Richland County Delegation.

Judge Edmond stated the Senate delegation selects the magistrates, and then they are confirmed by the Governor.

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

The vote in favor was unanimous.

**Administration and Finance
November 21, 2019**

-5-

- d. Intergovernmental Agreement with the City of Columbia for Murray Point Water System – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve the Intergovernmental agreement (IGA) with the City of Columbia for bulk water purchase.

Mr. Malinowski inquired if all of Richland County’s cost be covered by this program by the fees we collect.

Mr. Hussain responded that all of the costs will be covered.

Ms. Myers inquired if we set these rates, pursuant to a rate study.

Mr. Hussain stated the rate study was only for the sewer.

Ms. Myers suggested that arbitrarily setting these rates, without a rate study, might do for us what we were all afraid was going to happen with the sewer. If this is a true enterprise system, there should be a rate study that tells us what the costs are that go into, and what we should be charging customers. What it looks like here is that we are using the General Fund to pay this, and we are estimating this should cover the costs. After looking at the numbers we are using, for the sewer systems in Northwest and Southeast, as a citizen, she would likely come back and say, “Wait a minute now. If over here we are going to guess at what we think should be a fair rate, let’s guess at it all around.”

Mr. Malinowski stated, for clarification, because the water is coming from the City of Columbia we are basing the rate on what we are being charged.

Ms. Myers stated this is a part of the system that we are ultimately hoping to migrate over to us. She does not want the customers to be brought into a system, and they have this artificially low rate. We know our goal is to own the water service ourselves, and we have no numbers that we have put together. At least, customers should be notice, when there is a system we are currently building out, these will be the rates.

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

The vote in favor was unanimous.

5. **ITEMS PENDING ANALYSIS** – Ms. A. Myers stated following the complete review of the sidewalk program, as developed by DPW, which is currently in the D&S Committee. Once the item has been vetted, and gone before Council, it will be attached to these sidewalk awards.
 - a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – No action was taken.
 - b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – No action was taken.
6. **ADJOURNMENT** – The meeting adjourned at approximately 6:35 PM.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Janet Claggett, Chief Information Officer (CIO)
Department: Information Technology
Date Prepared: November 22, 2019 **Meeting Date:** December 17, 2019

Legal Review	Brad Farrar via email	Date:	November 25, 2019
Budget Review	James Hayes via email	Date:	November 25, 2019
Finance Review	Stacey Hamm via email	Date:	November 25, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Memorandum of Understanding (MOU) - COMET		

Recommended Action:

Staff recommends approval of the Memorandum of Understanding (MOU) with the COMET so as to display COMET’s transportation data on RichlandMaps.com to include COMET’s routes and stops and to update map layers from COMET as they are received. This MOU is intended to benefit the residents who are served by COMET.

Motion Requested:

Move to approve staff’s recommendation.

Request for Council Reconsideration: Yes

Fiscal Impact:

Staff has determined the hard cost to Richland County to be zero. The soft cost to Richland County would be a few hours of GIS labor per quarter, which is considered negligible. The large benefit to residents would far outweigh the negligible hours of GIS labor. There would be zero cost to COMET.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Executive Director/CEO of the Central Midlands Regional Transit Authority, Mr. John Andoh, has requested the county's GIS website display the COMET's routes, stops, and transportation information to provide a public service to residents. Staff agrees that hosting the COMET data on the GIS website does indeed provide a worthwhile public service.

If approved, there would be zero cost to Richland County and zero cost to COMET.

The MOU ensures that Richland County assumes no liability for the accuracy or reliability of the COMET's data. The COMET agrees to indemnify and hold harmless the County from any possible related claims. Either party can terminate the MOU with sixty (60) days' written notice with no preconditions.

Attachments:

1. Unexecuted Memorandum of Agreement (MOU) with COMET

this information or the quality of the services provided for herein and expressly disclaims liability for errors and omissions in its contents or performance. No warranty of any kind, express or implied, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to the information or services provided for herein. Neither the County nor its officers, employees or agents shall be liable for any loss or injury caused in whole or in part by use of the information or services described or provided for in this Agreement. Other than making COMET data available on RichlandMaps.com, Richland County will not redistribute any COMET data, regardless of the requestor.

The COMET understands and agrees that the maps, information and services obtained by virtue of this Memorandum is used at the COMET's risk and discretion and that the COMET will be solely responsible for any damages to The COMET's or any third party's computer systems or loss of data that results from any use of the services set forth herein. The COMET is responsible for ensuring that anyone using the information resulting from the services provided for in this Memorandum is informed that the burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user accessing the information or services. Further, that the user acknowledges and accepts all inherent limitations of the maps, data, information and services, including the fact that the maps and data are periodically updated, corrected and revised.

The maps and associated data provided herein do not represent or constitute a survey, nor anything that should be relied upon as establishing a legal right or interest in property. Plans and maps are produced for posting on the Internet and are not necessarily the most complete. County

assumes no liability for the accuracy of the data delineated on any map, information or services provided herein, either expressed or implied.

4. Within the limits of statutes prescribing liability, The COMET indemnifies and holds harmless the County 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 for the use of any information, data, maps or services provided by County pursuant to this Agreement.

5. This Memorandum shall commence on the date set forth above and shall continue unless terminated by either party upon such party giving sixty (60) days' written notice to the other party of its intent to terminate this agreement. Written notices must be forwarded to:

Richland County
Attn: County Administrator
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

The COMET
Attn:

6. This Memorandum may be amended in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

RICHLAND COUNTY

By:
Its:

THE COMET

By:
Its:

Richland County Attorney's Office

3

[Handwritten Signature]

11/18/19

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Procurement Manager
Department: Finance – Procurement Division
Date Prepared: November 05, 2019 **Meeting Date:** December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	November 13, 2019
Budget Review	James Hayes via email	Date:	November 13, 2019
Finance Review	Stacey Hamm via email	Date:	November 14, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

Committee Administration & Finance

Subject: Approval of award of Community Housing Development Organization (CHDO) funding

Recommended Action:

Staff recommends award of FY2018 and FY2019 Federal HOME Investment Partnership funds in the amount of \$528,144.00 for the development of four affordable rental housing units for very low income households at Shakespeare Crossing, located in the New Castle/Trenholm Acres Master Plan area, County Council District 3. HUD requires 15% of the annual HOME allocation to be awarded to Community Housing Development Organizations (CHDO) within two years of receipt of those funds. This award will satisfy HUD HOME commitment requirements through year 2020.

Community Assistance Provider, a County designated Community Housing Development Organization (CHDO), and the owner and developer of Shakespeare Crossing, submitted a request to receive HOME funding through a competitive application process with intent to construct the second quad. By its conclusion, the project will have created 24 units of affordable workforce housing.

Motion Requested:

Move to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

Request for Council Reconsideration: Yes

Fiscal Impact:

Richland County must commit FY18-19 and FY19-20 HOME funds or risk losing FY 2019 funds to US Department of Housing Urban Development (HUD); otherwise, there is no fiscal impact to the County's general fund.

All HOME funds come from the US Department of Housing Urban Development grant managed by the County's Community Development Division.

Motion of Origin:

There is no Council motion of origin associated with this request.

Council Member	
Meeting	
Date	

Discussion:

Community Assistance Provider, the owner/developer of Shakespeare Crossing, will match the funding request and build another quad concurrently. By doing so, the project will be 50% complete, bringing the number of completed units to 12. The first 4 units were funded by the South Carolina Housing Finance Development Authority. There is a waiting list for these units, and first occupancy is expected by January 2020.

Due to funding availability, the apartments are on schedule to be constructed in 4 phases. This phase will satisfy the 2015 contract between Richland County and Community Assistance Provider. This project will be counted toward the Assessment of Fair Housing 5 year goal to create 1,000 units of affordable housing by year 2021. As reviewed by County Staff, there are no issues presented and no foreseeable delays moving forward. Community Assistance Provider has more than 20 years' experience developing affordable housing within Richland County.

Procurement issued Solicitation RC-226-P-2020, "Community Housing Development Organizations (CHDO)". An evaluation team of three County personnel was selected based on their experience and qualifications.

Two firms responded to the solicitation, and the evaluator's scores were consolidated to establish the highest ranked Offeror - Community Assistance Provider.

Attachments:

1. Consolidated Evaluation Scoring Sheet
2. Ranking Memo

Consolidated Evaluations			
Evaluation Criteria RC-226-P-2020 CHDO	Maximum Percentage	Community Assistance Provider	Santee Lynches
PROJECT STRATEGY/READINESS	30		
#1		28	25
#2		30	30
#3		30	25
		88	80
PROJECT BUDGET	30		
#1		26	24
#2		30	25
#3		25	25
		81	74
PROJECT QUALITY and EXPERIENCE	25		
#1		22	23
#2		25	15
#3		25	20
		72	58
AFFORDABILITY	15		
#1		14	14
#2		15	15
#3		15	15
		44	44
TOTAL	100	285	256

Shakespeare Crossing, a twenty-four unit rental complex, is being constructed on the 6000 block of Shakespeare Road in Richland County. The development is very near Columbia Mall and one street away from Two Notch Road (Hyw. #1) which is main thoroughfare that runs through the City of Columbia and Richland County. The site is close to virtually every imaginable amenity as well as commercial, retail and light industrial areas. There are businesses located within walking distance and opportunities for new business startups.

This new construction project will be built by Community Assistance Provider in partnership with other community development corporations that serve this area. Community Assistance Provider (CAP) will manage the build-out and will be the managing partner of the complex. CAP has been in existence for 15 years and has developed and managed several projects in Richland County, Lexington County and Newberry County. CAP's Zion Place Project in Richland County boasts geothermal heating and air and received Gold LEED Certification. The organization also provides housing rehabilitation services throughout our entire fifteen county service area. CAP currently owns and manages over 150 units across several counties which benefit the low to moderate income clients that we serve. CAP is both a seasoned housing developer and a seasoned property management agent.

Federal, State and Foundation funds are expected to be delivered to the Shakespeare development for the purchase and build-out of the apartments. The economic impact of this development is a win for all. The Community, Richland County, local businesses (Construction Contractors) and the non-profit developers will benefit from the influx of these economic development funds.

According to the United States Bureau of Labor Statistics, every fifty thousand (\$50,000) dollars invested in new construction creates or sustains one full-time job in the construction industry. This means that the expected \$650,000 plus, in investment required for phase I of the construction project, will create or sustain thirteen (13) jobs. The apartment complex will create additional full-time jobs after build-out as they will need to be managed and maintained on an ongoing basis.

The community will benefit immediately as property values increase, the crime rate shrinks and new sources of income will begin to circulate for the existing businesses within the community. The Community also benefits from having new, quality, safe, decent and affordable housing in the area. The complex will attract young professionals and serve to re-vitalize this area which was once the economic engine of NE Columbia.

This site is located in a well established residential area. However, there has been very little new construction since the 1960's. The long time residents of the area are very involved and are actively seeking revitalization within their neighborhoods. They welcome the new development in hopes of providing decent housing for family members and friends that might be looking for newer accommodations or simply want to live in the desirable NE section of the County.

Shakespeare Crossing will each offer the latest in energy efficiency. The units will feature 15 SEER central HVACs, energy star appliances, double paned insulated windows, low flow water faucets and energy efficient lighting. These energy efficient products reduce monthly utility bills and will increase disposable income for the residents. These beautiful newly constructed apartments will consist of 1,160 heated square feet with each containing 3 bedrooms, 2 full baths, living room, kitchen with energy efficient appliances, laundry, telephone and internet hookups. The apartments will be available only to income eligible families. Several of the units will be fully handicap accessible. CAP also has experience in providing devices for the hearing and /or sight impaired resident.

CAP's Property Managers implement "House Rules" which prevent residents from activities that may disturb the peaceful relaxation of others. Tenants will be income eligible according to the program guidelines and we will also check for any criminal activity prior to leasing an apartment. The highest standards of neighborhood cooperation and courtesy must be adhered to in order to remain a resident of Shakespeare Crossing complex. As with all of apartment complexes, a unit maybe made available to local police officers at a discount.

Due to financial constraints, the apartments are scheduled to be constructed in 4-phases. Each phase will consist of constructing 4 to 8 apartments for a total of 24 townhouse apartments. Each phase is expected to take 12 months due to the timing of the financial commitments to the project. The 3.5 acre site is properly zoned with utilities available. The site will easily accommodate the units in a horseshoe configuration with a minimum of 2 parking spaces per unit in the interior of the horseshoe.

The first phase of construction will layer financing from Richland County, Midlands Housing Trust Fund, Wells Fargo, SC Housing and the partners. This development will create jobs, deliver outside funds to Richland County and provided needed quality housing in the area; a win-win for all. The first phase will include the site work, i.e., removal of trees, cement pads, excavation and grading of the entire parcel in preparation for subsequent construction.

Shakespeare Crossing will not discriminate against any protected group per Federal, State and/or HUD regulations. Both the letter and the spirit of the Fair Housing Regulations will be utilized to be certain that all are treated with fairness and equality.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Procurement Manager
Department: Finance - Procurement Division
Date Prepared: November 22, 2019 **Meeting Date:** December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	November 27, 2019
Budget Review	James Hayes via email	Date:	December 04, 019
Finance Review	Stacey Hamm via email	Date:	December 04, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	SE Sewer and Water Project award of Division 1 & 2		

Recommended Action:

Staff recommends that the County Council approves the awarding of construction of Division I and II of the SE Sewer and Water Project to Tom Brigman Contractors, contingent on the appropriation of bond funds.

Motion Requested:

Move to approve staff's recommendations as noted above.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding will be provided through Utilities System Revenue Bonds not to exceed \$35,000,000. The County Council approved Third Reading of the bond ordinance at its December 3, 2019 meeting.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

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

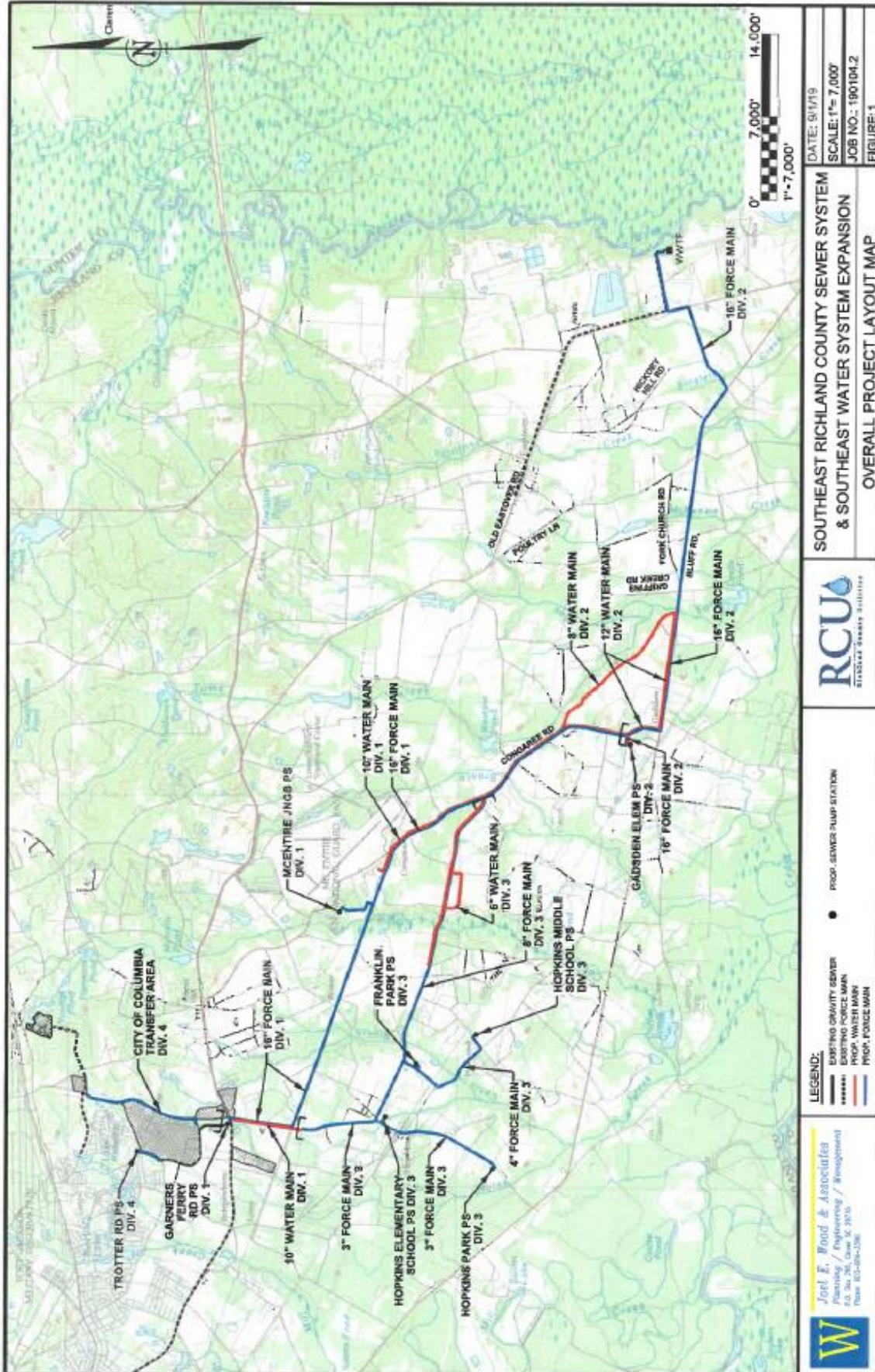
Procurement issued a solicitation for bids for construction on October 11, 2019. A mandatory pre-bid was held on October 22 at the Decker Center which was attended by over 30 prime contractors and subcontractors. The bid was divided into four divisions, to be awarded individually. Seven contractors submitted bids which were opened on November 13, 2019. There were three (3) bids for Division I, four (4) bids for Division II, one (1) bid for Division III and one (1) bid for Division IV. Attached is the breakdown of the bid tabulation by division.

The estimated total construction cost for Division 1 & 2 was \$18,315,000. The lowest bids we have received were from Tom Brigman Contractors with total construction cost of \$14,980,962.05.

The estimate for construction of Division 3 was \$6,042,000.00. The only bid received for Division 3 was \$9,996,337.00. The estimate for construction of Division 4 was \$1,965,000.00, and the only bid received for Division IV was \$3,962,372.00. Staff recommends no award for Divisions III and IV and will reissue a Request for Bid for those two Divisions.

Attachments:

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



DATE: 9/1/19
 SCALE: 1"= 7,000'
 JOB NO.: 190104.2
 FIGURE: 1

**SOUTHEAST RICHLAND COUNTY SEWER SYSTEM
 & SOUTHEAST WATER SYSTEM EXPANSION**
 OVERALL PROJECT LAYOUT MAP



- LEGEND:**
- EXISTING GRAVITY SEWER
 - EXISTING FORCE MAIN
 - PROP. WATER MAIN
 - PROP. FORCE MAIN
 - PROP. SEWER PUMP STATION

West E. Ford & Associates
 Planning / Engineering / Management
 P.O. Box 285, Cowhatch, NC 28725
 Phone: 828-688-0306

Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE_1__ OF2__
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Tom Brigman Const	Vendor: CBG	Vendor: McClam	Vendor: DS Utilities
1	Division 1			\$8,124,000.99 No discount	No bid	No bid	\$8,930,794.80 No discount
2	Division 2			\$6,856,961.06 No discount	\$8,274,676.25 No discount	\$7,515,460.88 No discount	No bid
3	Division 3			No bid	No bid	No bid	No bid
4	Division 4			No bid	No bid	No bid	No bid
	TOTAL			\$14,980,962.05	\$8,274,676.25	\$7,515,460.88	\$8,930,794.80
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

Solicitation/Quote Number: RC-254-B-2020	Date Issued: 10/11/19	Due Date: 11/13/19 Time Due: 2:00PM EST	PAGE <u>2</u> OF <u>2</u>
Department: Utilities	Requisition#	Buyer: Jennifer Wladischkin	Number of Addendum(s) Issued: 2
Representative:	Purchase Order Number:	Bid Bond % 5	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: Stutts & Williams	Vendor: TCO Construction	Vendor: Legacy*	Vendor:
1	Division 1			\$11,166,245.00 No discount	No bid	No bid	
2	Division 2			No bid	\$7,638,991.52 No discount	\$8,166,393.00 No discount	
3	Division 3			\$9,996,377.00 No discount	No bid	No bid	
4	Division 4			\$3,962,372.00 No discount	No bid	No bid	
	TOTAL			\$25,124,994.00	\$7,638,991.52	\$8,166,393.00	
Name & Title of Certifying Official: Jennifer Wladischkin				Name & Title of Assistant:			
Signature				Signature			
Date 11/13/2019				Date			

*Legacy flagged as non-responsive, did not complete all sections of the bid. Due to Legacy being the third lowest bid no further determination will be forthcoming unless the lowest then the second lowest bidders fail to go to contract.



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

November 19, 2019

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

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

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

**REF: RECOMMENDATION TO AWARD CONTRACT
BID ID # RC-254-B-2020
RICHLAND COUNTY SOUTHEAST SEWER AND WATER PROJECT**

Dear Ms. Wladischkin:

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel.: (704) 739-2565
Fax.: (704) 739-2565

On November 13, 2019 Richland County Procurement received Bids for the above referenced project. We were provided a copy of the "Bid Tabulation" by the Procurement Office for our review.

After completing my review and checking of the Bids, I recommend that the County make an award of Division 1 and Division 2 for the above referenced project to Tom Brigman Contractors, Inc. for \$8,124,000.99 (Division 1) and \$6,856,961.06 (Division 2) for a total of \$14,980,962.05 for both Divisions. The total for both Divisions is below the "Engineer's Estimate" for the two Divisions. The recommendation to award is contingent upon availability of funds for the project.

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

Sincerely,

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

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

Attch.
CC. RCU



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Michael A. Byrd, Director
Department: Emergency Services
Date Prepared: November 14, 2019 **Meeting Date:** December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	December 03, 2019
Budget Review	James Hayes via email	Date:	December 03, 2019
Finance Review	Stacey Hamm via email	Date:	December 04, 2019
Other Review:	Jennifer Wladischkin, Procurement Manger	Date:	December 03, 2019
Approved for Council consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval To Purchase Mobile Data Routers For Fire Vehicles		

Recommended Action:

The Emergency Services Department recommends approval to purchase mobile data routers to replace outdated and unsupported mobile data routers currently used in fire vehicles.

Motion Requested:

Move to approve the purchase of Sierra Routers including support equipment, installation and system start-up support in the amount of \$152,626.80 from Simple Com Technologies

Request for Council Reconsideration: Yes

Fiscal Impact:

This is a planned expense. Funding is included in the Emergency Services budget account 1206220000-5295.

Motion of Origin:

There is no association Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Emergency fire vehicles have mobile data terminals installed inside the cab so first responders have access to call data, maps, stored CAD data and AVL data. The current hardware is out-of-date and is no longer supported by the vendor. The mobile data equipment relies on routers to download or upload data through a radio frequency signal.

ESD began converting to the new system and equipment last year, and the Sierra Routers are needed to continue the conversion project. The new routers will convert the data for document uploads/downloads, back up communications, and AVL data.

The department currently uses Verizon wireless services available through the State Contract. Verizon requires Simple Com equipment for this project; it is also needed to maintain compatibility with existing equipment.

This purchase is a sole source procurement. The County's I.T. Department has been involved in this project and has reviewed and approved the purchase. The total amount exceeds the \$100,000 threshold of the County Administrator's approval; therefore, the Council's approval is required.

Attachments:

1. Quote from Simple Com Technologies
2. Sole Source Procurement Form



Robert Christ II
Robert Christ
 803-576-2015

PROJECT QUOTATION

Customer:
 Richland County FD
 1410 Laurens Street
 Columbia, SC 29204
 ATTN: Henry Lewis

PROJECT QUOTE for FD Fleet
 * 83 MP70 Gateways (No Price Change from 2018 Project)
 * Antennas
 * Installation Included
 * Support and Warranty included

Date: 10/1/19

SALESPERSON	JOB	SHIPPING METHOD	DUE DATE	TERMS
B. McKeon	FD Mobile Data Project	Shipping and Handling Fed Ex or UPS Ground. Prepaid and billed unless otherwise specified.	TBD	Net30

QTY	PART #	DESCRIPTION	UNIT PRICE	LINE TOTAL
Modems				
83	1104073	Sierra Wireless MP70 LTE-A Pro Vehicle Router with Wi-Fi - Ethernet/Serial/USB/GPS + Wi-Fi - North America - Includes DC Power Cable - 3 Year Warranty - Replacement for PN: 1102743 - No Price change from 2018 RCEMS Project	\$845.96	\$70,214.60
Accessories				
83	6001121	Sierra Wireless AirLink 6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz - Bolt Mount - White - (1) Antenna required for each vehicle - No Price change from 2018 RCEMS Project	\$250.00	\$20,750.00
83	SCT-MISC-INSTALL	Miscellaneous wiring components for installation - Fuse holders, fuses - Wiring - Connectors	\$25.00	\$2,075.00
83	SCT-SIM2-VZW	Industrial SIM Card - Rugged - Designed for industrial or telematics installations - Lifetime Warranty - No Price change from 2018 RCEMS Project	\$9.00	\$747.00

SLH

Installation				
83	SVC-PROV	Wireless Account Activation and Service Provisioning - Includes configuration setup and testing - One time fee - No Price change from 2018 RCEMS Project	\$45.00	\$3,735.00
48	SVC-MDM-INSTALL	Modem and Antenna Installation in FD Apparatus/Vehicles: - Modem Installation, testing and validation - Single antenna installation - Integration with computer if present - One time fee - No Price change from 2018 RCEMS Project	\$350.00	\$16,800.00
35	SVC-MDM-INSTALL-CG	Modem and Antenna Installation in FD Apparatus/Vehicles: - Modem Installation, testing and validation - Single antenna installation - Integration with computer if present - One time fee - Includes HAVIS CHARGE GUARD shut down timers (0-4 hrs)	\$475.00	\$16,625.00
1	SVC-TL	Travel and Lodging for management and install staff - Covers cost for long term presence by SCT staff - Covers fuel and travel charges for installers - No Price change from 2018 RCEMS Project	\$3,800.00	\$3,800.00
Software, Service & Support				
0	9010214	AirLink AMM/MG90 Implementation Services NOT REQUIRED - AMM Existing at RCEMS	\$0.00	\$0.00
83	9010329	AirLink Complete AMM - For MP70 - 2 Years - Annual Support Services, Includes: - Tier 1 technical support from SCT & Sierra Wireless - 2 Year Period - FD and EMS will co-terminate AMM & Support service in 2021	\$210.00	\$17,430.00
				\$0.00
Subtotal				\$152,176.60
Estimated Shipping & Handling				\$450.00
Total				\$152,626.60

Simple Com Tools Return & Exchange Policy

We want you to be 100% satisfied with your purchase. We also understand that sometimes a product is not a perfect fit or what you expected and needs to be returned. Here is how we deal with returns.

Items Damaged In Shipment

If you find something was damaged during shipment, please email support@simplecomtools.com right away. Include a description of the damages, and pictures if possible. This information is very helpful to us in assessing how we package our orders and helps prevent similar problems in the future. We'll get replacements for the damaged goods out to you as quickly as possible.

Return Request Time Period

Products may be returned within 30 days of original purchase date. Depending on circumstances, we may choose to extend the return period to the actual product delivery date. Any return period extensions are at our discretion.

Return of Unused Items

We will be happy to arrange for a return or exchange of any unused items purchased. Your purchased product must be returned in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Simply contact us via phone or email at support@simplecomtools.com and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN) if applicable.

Returned of Used of Modified Items

Used items are a bit different. We will be happy to arrange for a return or exchange of any used items purchased provided that they are also in salable condition with the original packaging, including Universal Product Code (UPC), manuals, parts, cables, and product packing materials. Used items must be functional and without an installation marks, scratches, torn or missing labels or other issues that make the item unsuitable for resale. Again, simply contact us via phone or email at support@simplecomtools.com and provide the reason for the return as well as the equipment information, purchase date, and the specific device serial numbers (IMEI or ESN) if applicable. If we determine that the item is not in the condition where it is able to be resold, the item cannot be returned.

Returned of Special Order Items

Special order items are non-returnable. This includes custom cable assemblies, antennas with special cable lengths, and items not normally stocked by SCT that were special ordered by SCT on behalf of the customer.

Returns of Products Outside Return Period based on Defect

In the product return request is outside the return period and request is due to a product performance issue, the product will be handled as a warranty repair or exchange. We will be glad to examine the product to determine if the issue is a manufacturer error or failure due to defective materials, and we will repair or exchange the item(s) as needed. This process may or may not involve sending the product(s) back to the manufacturer for their assessment, repair or exchange. Determination of whether the repair or exchange will be provided by SCT or by the manufacturer is done on a case-by-case basis and is at the discretion of SCT and/or the product manufacturer.

Shipping Items Back for Return

Items should not be shipped back to us until you have contacted us and an RMA has been issued. Once we determine an item is suitable for return, we will issue a RMA number and provide instructions for its return. If the product returned has any data or configuration information stored in memory, then we suggest that the item be cleared and return to factory defaults before shipment. SCT shall not be responsible for the storage transfer of such data or information to another product given to the customer as an exchange, or for the loss of any data or information or to maintain the confidentiality of any data or information still residing on the returned product. SIM cards should also be removed before shipment. SCT will not be responsible for recovering or returning SIM cards left inside returned equipment.

Return Shipping Costs

Shipping costs related to the return of products is the responsibility of the customer. We do not pay for or reimburse for return shipping, nor do we issue return shipping labels.

Refunds

Refunds will be processed within 30 days of the receipt and evaluation of the returned product. Refunds will be provided either by check, a credit to the credit card used to make the purchase, or a credit memo to the customer account that can be applied to future purchases. Service, delivery, support, and installation charges are non-refundable once performed.





SOLE SOURCE PROCUREMENT

Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The County Administrator is required to approve when purchases are estimated to cost in excess of fifteen thousand dollars (\$15,000.00).

The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. REQUIRING DEPARTMENT:

Emergency Services Department

NAME OF REQUESTOR:

Michael Byrd

2. DESCRIPTION OF ACTION.

a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source

b. For the Sole Source provide the following:

Company:

SIMPLECOM

Point of Contact:

Brian McKeon

Email:

brian@simplecom.pro

Telephone #:

704-839-2468 x 1001

Fax #:

N/A

3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS. Give a short description of the item or service required, the estimated cost, and required delivery date. Project Cost \$152,626.80

Emergency fire vehicles mobile data terminals current hardware is out-of-date -

4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES. For Sole Source Requirements:

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

Emergency fire vehicles have mobile data terminals installed inside the cab so first responders have access to call data, maps, stored CAD data and AVL data. The current hardware is out-of-date and is no longer supported by the vendor.

Required Delivery Date (RDD): January 30, 2020

Cost: \$152,626.80

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

The mobile data equip. relies on routers to download/upload data through a radio frequency signal. Sierra Routers are needed to continue conversion project. New routers will convert data, back up communications/AVL data.

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

The department currently uses Verizon wireless services available through the State Contract Verizon requires Simple Com equipment for this project and it is needed to stay compatible with existing equipment in the system.

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

5. PROPRIETARY INFORMATION: If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

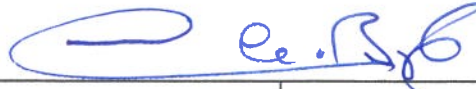
CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

Michael Byrd, Director ESD



Account Code:
1206220000-529500

Telephone:
803-576-3400

Date:
11/25/19

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

DEPARTMENT DIRECTOR

Name and Signature:

Michael Byrd, Director ESD



Date:

November 24, 2019

BUYER

Name and Signature:

Date:

November 24, 2019

PROCUREMENT MANAGER

Name and Signature

Date:

November 24, 2019

ADMINISTRATOR (Purchases in excess of \$15,000)

Name and Signature

Date:

November 24, 2019



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Jennifer Wladischkin, Procurement Manager
Department: Finance – Procurement Division
Date Prepared: December 04, 2019 **Meeting Date:** December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	December 05, 2019
Budget Review	James Hayes via email	Date:	December 06, 2019
Finance Review	Stacey Hamm via email	Date:	December 06, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee	Administration & Finance		
Subject:	Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement		

Recommended Action:

Staff recommends approval of awarding of replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

Motion Requested:

Move to approve staff’s recommendation to award replacement of diffusers in the Sequential Batch Reactor (SBR) to Republic Contracting Corporation.

Request for Council Reconsideration: Yes

Fiscal Impact:

The funding is provided through Utilities System Revenue Bonds which the Council originally approved for Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000. The Council approved the funding on the third reading on March 5, 2019. The funding was a loan from the general fund that will be paid back with the bond funding once issued.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

The Broad River Waste Water Treatment Facility (BRWWTF) has experienced several violations of the discharge limits by regulatory bodies. Some of these violations resulted in consent orders that required a corrective action plan.

Utilities staff in conjunction with a consultant evaluated the facility and identified repair and renewal (R&R) projects that are required to bring the facility to optimal operation as well as meets the requirements of regulatory bodies. A list of the identified R&R project and corresponding cost estimates were presented and approved by County Council on March 5, 2019 (attached).

The sequential batch reactor (SBR) upgrade is one of the R&R projects identified in the corrective action plan. The upgrade will require that existing diffused aeration system be replaced with a fixed fine bubble diffuser system. The proposed replacement is to eliminate the clogging of diffusers typically experienced with the aerated diffusers.

Procurement issued a solicitation for bids for the replacement of diffusers on November 1, 2019. A bid opening was held on December 2, 2019 at 3:00 p.m. and four (4) contractors submitted bids. The estimated total cost for the diffuser replacement was \$1,089,000.00. The lowest, responsive, responsible bidder was Republic Contracting Corporation with total replacement cost of \$878,000.00.

Attachments:

1. Excerpt from the March 05, 2019 Council meeting minutes
2. Bid Tabulation
3. Engineer's Recommendation

selling items, send it to a standing committee, and act on it in the standing committee. Attachment 1

Mr. Livingston stated, keep in mind, these committees currently exist. We are just deciding on whether we want for them to continue.

Dr. Yudice stated, from staff's perspective, it would be fine if we send the previously referenced item through the A&F Committee. The policy that staff is currently working on is the "property purchase and sell policy.

Ms. Myers stated she thinks we definitely need Renaissance Oversight Ad Hoc Committee. If it is the will of Council, the Property Distribution Management Ad Hoc and the Renaissance Oversight Ad Hoc Committees could be folded together. In addition, the Courthouse Ad Hoc Committee could be a subset of the Renaissance Committee. It seems to her that those things all need to be working together anyway.

Ms. Dickerson stated it was brought to her attention that the Courthouse Ad Hoc Committee was dissolved and that part was placed under the Renaissance.

It was the consensus of Council to take of the remaining item in the Administration and Finance Committee, and disband the committee.

- ❖ Richland Renaissance Oversight Ad Hoc Committee – The word "oversight" was removed from the title of the committee. (i.e. Richland Renaissance Ad Hoc Committee).

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund – No one signed up to speak.
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance Amending the Fiscal Year 2019 Fire Service Fund Annual Budget by \$368,410 to cover the personnel expenses for the 11 positions under the SAFER Grant from January 1 to June 30, 2019 with funds from Fund Balance in the Fire Services Fund [THIRD READING]
- b. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund a corrective action plan in the amount of \$3,103,000 incident to a South Carolina Department of Health and Environmental Control Administrative Process responded to by the Department of Utilities with funds from the unassigned funds from General Fund Fund Balance [THIRD READING]
- c. 18-042MA, Cynthia Watson, RS-HD to MH, Bluff Road, TMS # R16103-05-03 [SECOND READING]

Regular Session
March 5, 2019

-13-

- d. 18-048MA, James A. Kassler, RU to NC (1 Acre), 3970 Leesburg Road, TMS # R25000-01-40 [SECOND READING]
- e. Public Works: Medium Bulldozer procurement
- f. Public Works: Asphalt Patch Truck procurement
- g. Utilities: Award of contract for SCADA System Upgrade
- h. Alvin S. Glenn Detention Center: Award of Contract or Inmate Healthcare

Mr. Manning moved, seconded by Ms. Dickerson, to approve the consent items.

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

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item for additional information.

Mr. Manning requested a friendly amendment to re-open the public hearing on this item.

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

Opposed: McBride

Present but Not Voting: Jackson

The vote was in favor.

16. **SECOND READING ITEMS**

- a. An Ordinance Amending the Fiscal Year 2019 Broad River Utility System Fund Annual Budget to fund the upgrade of the Cedar Cove and Stoney Point communities low energy treatment (LET) Sanitary Sewer System in the amount of \$2,500,000 with funds from the fund balance of the Broad River Utility System Proprietary Fund – Mr. Malinowski moved, seconded by Ms. Terracio, to approve this item.

In Favor: Terracio, Malinowski, Jackson, Walker, Livingston and McBride

Abstain: Dickerson

Present but Not Voting: Newton, Myers, Kennedy, Manning



**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**

John D. Peake, Jr.
Vice President

CERTIFIED BIDS RECEIVED

PROJECT: Broad River WWTP SBR Diffuser Replacement/RC259-B-2020
Richland County, SC

TCG PROJECT NO.: 100342.03

PLACE: Richland County Procurement Office Conference Room
2020 Hampton Street, Suite 3064
Columbia, SC 29204

DATE: December 2, 2019 **TIME:** 3:00 p.m.

CONTRACTOR	AMOUNT OF BID	ORDER OF BIDS
Republic Contracting Corporation	\$878,000.00	1
North American Construction Company	\$961,713.00	2
J.S. Haren Company	\$1,055,000.00	3
M.B. Kahn Construction Company	\$1,075,750.00	4



December 3, 2019

Ms. Kathy Coleman, Contracts Specialist
Richland County Procurement Office
2020 Hampton Street, Suite 3064
Columbia, SC 29204

**RE: Broad River WWTP SBR Diffuser Replacement
RC-259-B-2020
Richland County, SC**

Dear Ms. Coleman:

Sealed bids for the referenced project were received at 3:00 P.M. on December 2, 2019 at Richland County's Office of Procurement located at 2020 Hampton Street, Suite 3064, Columbia, SC. Each of the sealed bids were publicly opened and read aloud. A total of four bids were received ranging from a low bid of \$878,000.00 to a high bid of \$1,075,750.00. The engineer's opinion of probable construction cost was \$1,100,000.00. The apparent low bidder for the project is Republic Contracting Corporation from Columbia, SC.

Based on our investigation, Republic Contracting Corporation has the appropriate Contractor's licenses, bonding capacity and experience to complete the project. All other documentation required at the time of bid is satisfactory and in compliance with the bidding documents.

Enclosed are the Certified Bid Tabulation and the Notice of Award (NOA). Once approved by Council, please complete NOA and return to our office. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

THE CONSTANTINE GROUP, INC.

A handwritten signature in blue ink, appearing to read 'John D. Peake, Jr.', written in a cursive style.

John D. Peake, Jr.
Vice President & Regional Manager

cc: Jani Tariq Hussain

4400 St. Andrews Road
Suite B
Columbia, SC 29210



803-462-5258



www.tcgeng.com



Agenda Briefing

To: Committee Chair Joyce Dickerson and Members of the Committee
Prepared by: Ashiya A. Myers, Assistant to the Administrator
Department: Administration
Date Prepared: November 05, 2019 **Meeting Date:** December 17, 2019

Legal Review	Elizabeth McLean via email	Date:	December 12, 2019
Budget Review	James Hayes via email	Date:	December 11, 2019
Finance Review	Stacey Hamm via email	Date:	December 11, 2019
Other Review:	Chief Magistrate Tomothy Edmond	Date:	December 11, 2019
Approved for Council consideration:	County Administrator	Leonardo Brown, MBA, CPM	

Committee Administration & Finance

Subject: Intergovernmental Agreement – Municipal Judge – Town of Blythewood

Recommended Action:

Chief Magistrate Edmond recommends approving the Intergovernmental Agreement (IGA) with the Town of Blythewood for the municipal judge.

Motion Requested:

Move to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact to the County. Per the IGA, the municipality shall pay compensation for its municipal judge, including, but not limited to FICA and state retirement.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

Chief Magistrate Tomothy Edmond has reviewed the agreement. The mayor and legal counsel of the of the Town of Blythewood have also reviewed the agreement and have given their approval of the stated terms.

Attachments:

1. Draft Intergovernmental Agreement – Town of Blythewood
2. In Summary Court Order – Town of Blythewood

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL
AGREEMENT
TOWN OF BLYTHEWOOD

This Agreement made and entered in to between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the “County”, and the TOWN OF BLYTHEWOOD, a political subdivision of the State of South Carolina, hereinafter referred to as the “Town”.

WHEREAS, in accordance with the laws of the State of South Carolina, the Town is desirous of providing under its existing adopted ordinances, and Appointed Judge being a qualified magistrate, in good standing, and serving presently within the magisterial system for the County; and

WHEREAS, the town shall appoint such magistrate to serve as its municipal judge for such term (s) as agreed to herein below, and for such compensation as set by Town, and agreed to by County and further consented to by the appointed municipal judge; and

WHEREAS, the County is willing to permit the Honorable Diedra Wilson Hightower, a magistrate of the County in good standing, hereinafter referred to as “Judge Hightower” to serve as the Town of Blythewood Municipal Court Judge; and

WHEREAS, The County and Town are authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended, and as further authorized by Order(s) of the South Carolina Supreme Court in existence preceding this agreement.

NOW, THEREFORE, it is mutually agreed by and between the Town and County, with consent of Judge Tomothy Edmond and Judge Hightower as follows:

1. Judge Hightower shall serve as the Municipal Court Judge for the Town of Blythewood, South Carolina for a term of four years within the conditions of this agreement
2. Judge Hightower shall perform all functions and provide such services to the Town as have been customarily rendered or provided for by Municipal Judges within the ordinances of Town, consisting of, but not limited to conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process, and such other duties and functions as shall be agreed upon by the parties and the Town provided for by law. The provision of such services shall be in a time and manner so as not to interfere with Judge Hightower’s regular duties with Richland County as a magistrate.
3. While performing the functions and duties of the Municipal Judge, Judge Hightower shall be totally responsible and dedicated to the benefit and objectives

of the judicial system of the Town, without interference from or influence by the County, its employees, or its Council. Judge Hightower when acting for and on behalf of the Town's judicial system shall under this intergovernmental agreement be authorized on behalf of Town, to hold Court and related Courtroom functions in such location as at time is assigned to him for holding Court as a magistrate for the County.

4. In order to compensate the County for the services of Judge Hightower for serving as Town Municipal Judge, the Town shall pay the County the sum of One Hundred (\$100.00) Dollars per month, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, (calculated on the monthly prorated amount paid), said sum being due on or before the last day of each month that said judicial services are rendered to Town. Said sum shall constitute the compensation to Judge Hightower for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement.

Notwithstanding the foregoing, in the event Judge Hightower, on behalf of the Town solely under its judicial system, is called upon to render services by holding court or hearings for specific matters relating to the Town ordinances, then in such event the Town and Judge Hightower may agree upon additional compensation for such services, not to exceed the sum equivalent to that amount paid by the County for such time expended in a like such case or matter to be calculated and based upon the hourly salary at such time otherwise owing to Judge Hightower by the County for like services.

5. All compensation for Judge Hightower services as a Town Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the Town according to paragraph 4, above to the extent such compensation is earned for services provided for herein. The sums paid to the County for the services of Judge Hightower, less the deductions set forth herein, shall be duly paid over to Judge Hightower. In the event that Judge Hightower's services as Town Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Judge Hightower.

It is further understood and agreed by the parties and Judge Hightower, is evidenced by her signature below, that for the purposes of determining Judge Hightower's

salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Judge Hightower salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as a Town Municipal Judge pursuant this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code Section 22-8-40(i) and the County shall not be required to pay Judge Hightower any monies to compensate for the loss of monies associated with cessation of her services as a Town Municipal Judge under this Agreement.

6. This agreement may be terminated by the Town, the County or Judge Hightower by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Hightower ceases to be a magistrate, or the immediate termination for breach of contract, either of which would not require notice but constitute termination.
7. This Agreement may be amended, modified or changed only by written agreement of the Council of Richland County and Council of Town of Blythewood; except that, the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge Hightower for her services to the Town without further approval of the County or according to the terms hereof. Any such change in compensation shall be reported within thirty (30) days to the County by the Town.
8. The Town shall be responsible for defending any and all claim(s), demands, and/or actions brought against the Town and/or Judge Hightower arising out of or from any act(s) and/or omissions(s) on the part of Judge Hightower during the course of providing such judicial services to the Town according to authorities of law.
9. The assignment of Judge Hightower as the Municipal Judge for the Town shall be mad by the Chief Summary Court Judge (“Chief Magistrate”) for Richland County, S. C. in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-15 2004), and in particular (i) shall pursuant to subsection (A) appoint and qualified”; and (ii) shall pursuant to subsection (B) “notify South Carolina Court Administration of” the appointment of Judge Hightower as Municipal Judge for Town of Blythewood, South Carolina.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and the Town has, by direction of its Town Council, caused the Agreement to be executed this 01 day of October, 2019, which shall be known as the effective date of this Agreement.

WITNESSES:

RICHLAND COUNTY

By:

TOWN OF BLYTHEWOOD

By :Bryan Franklin
Blythewood Mayor

AND I DO SO CONSET AND AGREE:

Diedra Wilson Hightower
As Richland County Magistrate
And Individually

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
TOWN OF BLYTHWOOD)

IN THE SUMMARY COURT
ORDER

Pursuant to the Order of the Chief Justice of the South Carolina Supreme Court.

IT IS HEREBY ORDERED that the Honorable Diedra Wilson Hightower, Magistrate for Richland County, shall serve as Municipal Court Judge for the Town of Blythewood, South Carolina, under the terms and conditions set forth in an agreement between the Town of Blythewood and the County of Richland. It is further ordered that Judge Hightower shall be compensated according to the agreement for this service.

IT IS FURTHER ORDERED that the Honorable Sandra Ann Sutton, Magistrate for Richland County, shall also serve as Municipal Court Judge for the Town of Blythewood under the terms and conditions set forth in an agreement between the Town of Blythewood and the County of Richland. It is further ordered that Judge Sutton shall not be additionally compensated for this service.

IT IS FURTHER ORDERED that in the event these magistrates are in any way unable to serve, any magistrate of the County shall be temporarily empowered to serve until such time as Magistrate Hightower and Magistrate Sutton are able to serve or until their replacements are appointed. These magistrates shall not receive additional compensation during this temporary service. The compensation referred to in the above mentioned intergovernmental contracts shall continue to be paid to the above mentioned Judge Hightower through the terms and conditions of the said contract.

This Order revokes the previous Order dated November 4, 2013. The provisions of this Order are effective immediately and remain in effect unless amended or revoked by subsequent Order.

AND IT IS SO ORDERED.

The Honorable Tomothy C. Edmond
Chief Administrative Judge
Richland County Summary Courts

Dated this 4th day of November 2019.