

**RICHLAND COUNTY**

**ADMINISTRATION AND FINANCE**

**COMMITTEE**

**AGENDA**



**TUESDAY FEBRUARY 27, 2024**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Derrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8



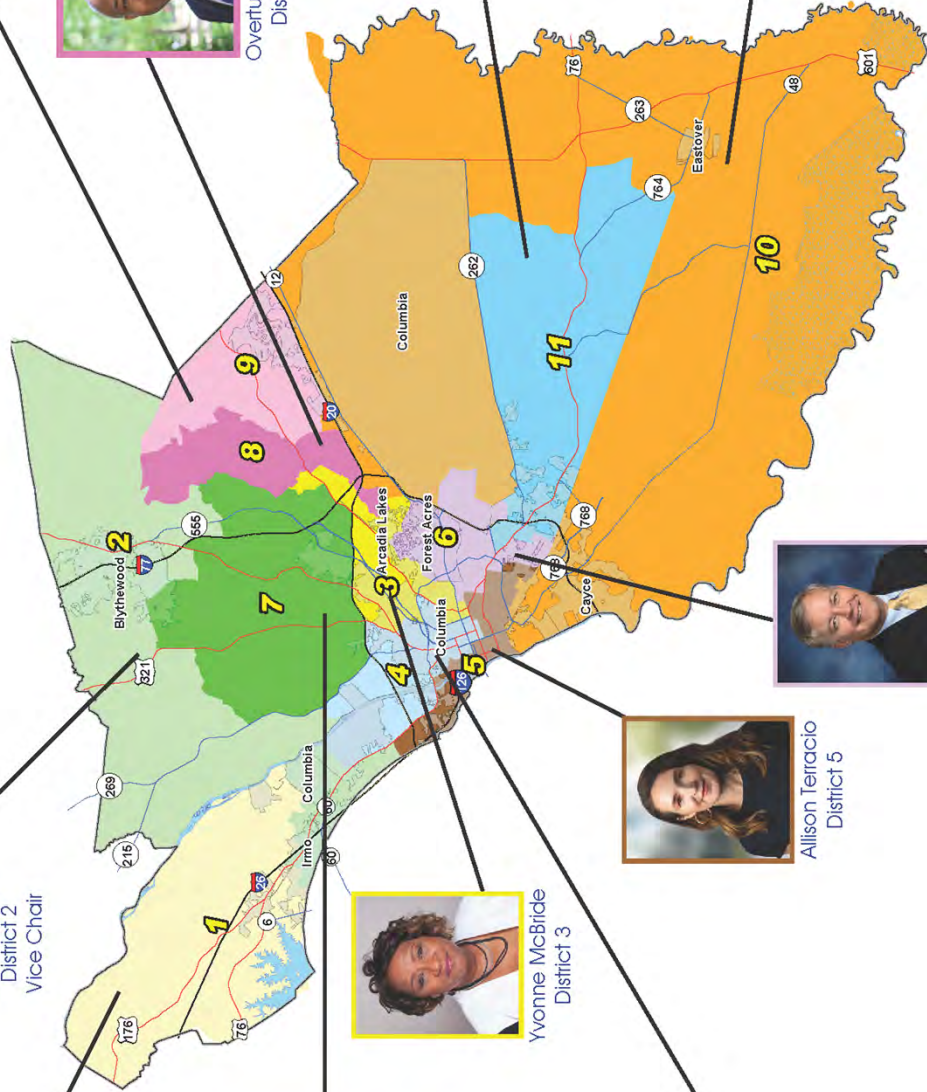
Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Chair





**Richland County  
Administration and Finance Committee**

**AGENDA**

February 27, 2024 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

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

**1. CALL TO ORDER**

The Honorable Paul Livingston

**2. APPROVAL OF MINUTES**

The Honorable Paul Livingston

- a. December 14, 2023 [\[PAGES 5-6\]](#)

**3. ADOPTION OF AGENDA**

The Honorable Paul Livingston

**4. ELECTION OF CHAIR**

The Honorable Paul Livingston

**5. ITEMS FOR ACTION**

- a. Community Planning & Development/Department of Public Works – Professional Services - Town of Blythewood Intergovernmental Agreement [\[PAGES 7-23\]](#)
- b. Department of Public Works - Engineering Division -Summit Ridge Sidewalk Construction [\[PAGES 24-27\]](#)
- c. County Utilities - Quail Creek Sewer Extension [\[PAGES 28-30\]](#)
- d. Community Planning & Development - Conservation Division - Mill Creek Bridge Replacement [\[PAGES 31-38\]](#)

**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  
**MINUTES**

December 14, 2023 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Yvonne McBride, and Paul Livingston

NOT PRESENT: Jason Branham and Don Weaver

OTHERS PRESENT: Cheryl English, Ashiya Myers, Stacey Hamm, Michelle Onley, Angela Weathersby, Lori Thomas, Anette Kirylo, Patrick Wright, Michael Maloney, Ashley Fullerton, Tamar Black, Jennifer Wladischkin, Michael Byrd, Kyle Holsclaw, Abhijit Deshpande, and David Pitts

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.

Ms. Mackey noted that Mr. Branham would not attend tonight's meeting due to a personal conflict.

2. **APPROVAL OF MINUTES**

- a. **November 16, 2023** – Ms. McBride moved to approve the minutes as distributed, seconded by Mr. Livingston.

In Favor: McBride, Livingston, and Mackey

Not Present: Branham and Weaver

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Livingston.

In Favor: McBride, Livingston, and Mackey

Not Present: Branham and Weaver

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. **County Administrator – Lease Renewal – Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands** – Ms. Lori Thomas, Assistant County Administrator, stated this is the renewal of a lease with the Community Partners of the Midlands, LLC, which is a corporation of the United Way of the Midlands. The lease is for their Well Partners Program, which provides dental and vision services to those in need. It is housed at 2000 Hampton Street, along with DHEC's Clinic services. She noted it is a gratis lease, as the County does not collect income from them but allows them to occupy the space under certain terms of an agreement.

Mr. Livingston moved to forward to Council with a recommendation to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Midlands, for the use of approximately 7343± sq. ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton Street, seconded by Ms. Mackey.

Mr. Livingston requested to know how many residents have been served since Community Partners of the Midlands has been housed at 2000 Hampton Street.

Ms. McBride inquired how long the County has had this agreement in place.

Ms. Ashiya Myers, Assistant to the County Administrator, stated the organization has been in this space for approximately 40 years, but the lease has been in place since 2015.

Ms. McBride indicated she would like to take this lease into consideration when the county does its space allocation.

In Favor: McBride, Livingston, and Mackey

Not Present: Branham and Weaver

The vote in favor was unanimous.

- b. Department of Public Works – Stormwater Management Division – Hickory Ridge Stormwater Conveyance Upgrade Design – Mr. Michael Maloney, Public Works Director, stated this award is for grant administration. This is an area that has high e-coli in stormwater, as well as flood control in the area. Staff recommends awarding the contract to Woolpert for \$732,600.

Mr. Livingston moved to forward this item to Council with a recommendation to approve the award of the contract for grant administration, construction administration, and engineering design for Hickory Ridge Stormwater Conveyance System Upgrades to Woolpert for a bid of \$732,600, seconded by Ms. McBride.

Ms. Mackey inquired if this project was already in our upgrade schedule and if we are saving money since we have the grant match.

Mr. Maloney indicated the grant covers the construction cost of this endeavor to provide stormwater to this neighborhood. Retrofitting existing developments is an essential part of the program. The Stormwater Management Division has created hotspots that we are addressing around the county. There is a specific plan to go into different neighborhoods. The next one will be the Newcastle neighborhood.

In Favor: McBride, Livingston, and Mackey

Not Present: Branham and Weaver

The vote in favor was unanimous.

5. **ADJOURNMENT** – Mr. Livingston moved to adjourn the meeting, seconded by Ms. McBride.

In Favor: McBride, Livingston, and Mackey

Not Present: Branham and Weaver

The vote in favor was unanimous.

The meeting adjourned at approximately 6:10 PM.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Elizabeth McLean via email	Date:	February 15, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 6, 2024
Finance Review	Stacey Hamm via email	Date:	February 6, 2024
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	Intergovernmental Agreement with Town of Blythewood for Professional Services		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of an Intergovernmental Agreement between Richland County and the Town of Blythewood for Engineering Services and Infrastructure Maintenance, including the review of land development projects, stormwater review, and the maintenance of roadways.

Request for Council Reconsideration: ☒ Yes

**FIDUCIARY:**

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

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

This is effectively a revenue neutral, fee-based agreement to provide engineering plan review services and infrastructure maintenance to the Town of Blythewood. Said services include the review of land development projects, stormwater plan/project review, and the maintenance of certain roadways. This relationship is mutually beneficial as it is not cost effective for the Town to maintain full-time staff performing these functions, and the County has qualified personnel regularly operating within the vicinity of Blythewood.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

SC Code of Laws: Section 4-9-40.

Richland County and Town of Blythewood operate stormwater systems in accordance with an approved SCDHEC MS4 program.

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

There is no associated Council motion of origin.

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

As required by the South Carolina Code of Laws and the South Carolina Department of Health and Environmental Control (SCDHEC), each local jurisdiction must establish a process by which construction and development is permitted and monitored to assure compliance with environmental regulations. Due to its relatively small size, it is not cost effective for the Town of Blythewood to maintain a full time stormwater inspection office. As such, the Town has contracted with the County since 1992 to provide this service.

Richland County is a medium Municipal Separate Storm Sewer System (MS4) and has the authority to review plans, issue permits, inspect projects, and enforce compliance on behalf of SCDHEC. The County has intergovernmental agreements (IGAs) for similar services with the Town of Arcadia Lakes, the City of Forest Acres, and the Town of Irmo. Records reflect an initial IGA between Richland County and the Town of Blythewood on August 31, 1992, with renewals on May 5, 2008 and December 9, 2014.

For the County to provide stormwater inspection services, SCDHEC must first delegate the authority to self-regulate or to contract with an approved MS4 provider, such as Richland County. The Town of Blythewood is currently working with SCDHEC to finalize the delegation of authority, which should occur by the time this IGA becomes effective.

Additionally, there are certain roadways that the County currently maintains or may maintain in the future within the Blythewood town boundaries. It is in the best interest of both the County and the Town that this infrastructure maintenance relationship be extended so as to provide continuous service to the public.

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

- Goal 1: Foster Good governance
  - Objective 1.5: Collaborate with other governments
- Goal 4: Plan for growth through Inclusive and equitable infrastructure
  - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
  - Objective 4.3: Create excellent facilities

#### **ATTACHMENTS:**

1. 2024 Draft Intergovernmental Agreement Between Richland County and Town of Blythewood
2. 2008 Richland County/Town of Blythewood IGA
3. 2014 Richland County/Town of Blythewood IGA
4. Section 4-9-40 of the SC Code of Laws



**STATE OF SOUTH CAROLINA )  
 )  
 RICHLAND COUNTY )      **INTERGOVERNMENTAL AGREEMENT  
 (Engineering Services and Infrastructure  
 Maintenance)****

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Richland County (hereinafter the “County”) and the Town of Blythewood (hereinafter the “Town”).

**RECITALS**

WHEREAS, the County and the Town have previously entered into agreements for uniformity of road maintenance and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, by the operation of County Ordinance § 26-201(b), the County will apply the provisions of its ordinances dealing with erosion and sediment control (§ 26-202) and stormwater management (§ 26-203) to all land within the jurisdiction of those municipalities that agree, in writing, to have these provisions administered within their corporate limits;

WHEREAS, the Town is desirous of having the County’s erosion and sediment control and stormwater management provisions administered within its corporate limits by the County;

WHEREAS, the County is willing to provide these services to the Town; and

WHEREAS, the Town amended its Ordinance on June 24, 2019 (Town Code § 153.098) to require that all land development within the County shall be according to design and development regulations of the County; and

WHEREAS, the Town amended its Ordinance on September 25, 2023, to provide that the provisions of the County Code of Ordinances dealing with storm water management and the NPDES municipal separate storm sewer system (MS4) program be adopted by the Town and govern and apply to any portion of the corporate limits of the Town located in the County; and

WHEREAS, the parties desire to continue their contractual relationship pursuant to this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

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

1. Projects Entirely within Richland County - For any Land Development project within the Town that is located entirely within Richland County, such project will be reviewed, inspected, and maintained by Richland County.
2. Projects Partially in Richland County or Fairfield County - For projects within the Town that lie in both Richland and Fairfield 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:
  - a. Residential Developments - The County having more 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 its 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 via email 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.
  - b. Commercial Developments - The County having more than fifty (50) percent of the acreage of 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 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.

## Section Two: Town Responsibilities and Land Development Applications

The Town shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met, including, but not limited to, the following:

1. The Town will be responsible for notifying the developer and/or engineer within ten (10) business days to inform them to which County the project has been allocated.
2. As a prerequisite to the Town's issuance of building permits for new commercial buildings within the corporate limits, the Town will require the County to review and approve site plans with regard to erosion and sediment control measures, stormwater management, floodplain management requirements, and road access regulations. The Town will manage the bond documentation as required.
3. As a prerequisite to the Town's issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town will require the County's inspection and approval of site improvements to erosion and sediment control measures, stormwater management, floodplain management, and road access.
4. The Town will require the submittal of plans (preliminary plans, approved plans, and as-built plans for developments and commercial buildings within the corporate limits) to the County Engineer's office for Quality Assurance and data management purposes. The County will make available to the Town review status, approvals, pre-construction meeting scheduling, and quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County has approved any required permits under the County's provisions for erosion and sediment control (§26-202) and stormwater management (§26-203) and NPDES coverage is acquired, any approved permits will be made available to the Town within ten (10) business days. Approved permits shall remain in the custody of The County or the party herein to whom they were issued.

## Section Three: County Maintenance Responsibilities

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

The level of maintenance provided by the County to this Agreement will be subject to the availability of funds, labor, and equipment for the County's overall road and storm drainage maintenance responsibility. The same level of maintenance will be provided within the corporate limits of the Town as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way and recorded County easements
- Traffic Control signs
- Street name signs
- Shoulder, if necessary
- Any additional maintenance deemed appropriate by the County

With the exception of street name signs and County-installed traffic calming measures, the County will not provide maintenance on roads or storm drainage infrastructure within the right-of-way of a State Road System. The County will provide maintenance services, as detailed above, on the portion of roadways within the Town's limits that lie within its geographic territory.

- B. The County will include the roads it maintains within the Town's limits in its pavement maintenance network. Roads within the Town's limits will be evaluated and prioritized for maintenance and resurfacing along with, and in the same manner as, roads that are in unincorporated areas.

The funding availability as allocated to each District of the County per Ordinance Chapter 21 will be considered.

- C. The drainage infrastructure located off of roads right-of-way within the Town's limits that lie within the County will be maintained by the County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and

equipment for the County's drainage maintenance responsibilities and strictly within the County's guidelines.

The same level of maintenance will be provided for drainage infrastructure within the Town's limits located within the County as in the unincorporated areas of the County.

Maintenance will include

- cleaning drainage ditches,
- cleaning and/or repairing closed storm sewers,
- cleaning and/or repairing catch basins, drop inlets, junction boxes,
- minor ditch maintenance,
- minor storm sewer installation that can be accomplished by County maintenance forces, and
- any additional maintenance deemed appropriate by the 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 Public Works Director of the County at issue.

#### Section Four: Floodplain Management Responsibilities

A. The County will provide floodplain management services consistent with County ordinances, including the following:

- (FZV): The County will perform FZV services as requested. Plan Review: The County will review Plans for projects that include Special Flood Hazard Areas (SFHA) for compliance with the County floodplain management ordinances; and
- Floodplain Development Permits (FDP): The County will review FDP applications for compliance with the County floodplain management ordinance. FDP will be approved or not approved based on their compliance with the aforementioned ordinance.
- Records Keeping: FZV, Plans, and FDP applications and actions will be tracked by the County. Town will provide FZV's, Plans and FDP applications to The County for review. Once the application process is complete, the County will inform the applicant and the Town of the application result. When required the Town will

provide records of previous actions conducted on properties related to floodplain management services, including but not limited to substantial improvements.

- B. The Town will adopt The County Floodplain Overlay District Ordinances and agree to enforce floodplain management decisions rendered by the County and notify the County if activities are conducted that are not in compliance with the County's ordinance.
- C. Any development approval granted by the Town before March 1, 2024, shall remain valid until its expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired. All such approvals and permits shall remain the responsibility of the Town, and the County shall have no rights or obligations to perform reviews, inspections, amendments, or the like.
- D. The Town will ensure that Town code inspectors document floodplain development requirements in accordance with applicable ordinances on all inspections and inform the County when inspections demonstrate non-compliance with those requirements.
- E. The Town, within 90 days after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with existing County ordinances and standards.
- F. The Town will assist The County in projects for flood hazard mitigation, water quality improvement, or other related projects in the Town or County.
- G. The provisions of this Section Four shall not apply to the site plans and submittals for the following tax map parcels: \_\_\_\_\_.

#### Section Five: Funding

The County will assess the residents of the Town the same taxes and fees for the services set forth therein, and at the same rates that are assessed in the unincorporated areas of The County.

The taxes and fees generated thereby shall be compensation to The County for the services provided. The provisions of this section shall apply to:

- real and personal property taxes,
- automobile registration fees,
- subdivision and land development processing fees, and

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

#### Section Six: Termination

This agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

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

#### Section Seven: Term

This Agreement shall be effective once executed by the parties and shall continue unless terminated by either party upon such party giving six month written notice to the other party of its intent to terminate this agreement.

#### Section Eight: Previous Agreements:

This Agreement supersedes all previous agreements between the Town and The County for land development services.

#### Section Nine: Insurance

Each party shall maintain insurance, whether commercial or self-funded, in amounts sufficient to fulfill its obligations and potential liabilities under this Agreement, but in no event shall such amounts be less than the limits of claims arising under the South Carolina Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above written,



WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF RICHLAND

BY: \_\_\_\_\_

TOWN OF BLYTHEWOOD

BY: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
 RICHLAND COUNTY ) INTERGOVERNMENTAL AGREEMENT  
 (Roads and Storm Drainage)

THIS AGREEMENT entered into this 5<sup>th</sup> day of May, 2008, is  
 by and between Richland County (hereinafter the "County") and the Town of Blythewood  
 (hereinafter the "Town").

#### RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated  
 August 31, 1992 for uniformity of roads and storm drainage system improvements within the  
 Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public  
 Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and  
 replace it with this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services  
 as are necessary to secure the uniformity of roads and storm drainage improvements within the  
 Town of Blythewood in compliance with the ordinances and policies of the County and the laws  
 of the State of South Carolina where applicable.

2. The County shall accept roads within the Town limits into the County  
 Roads Maintenance System only if such road fully complies with the County's ordinances  
 regarding acceptance of roads.

3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.

4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the County shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

10. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

WITNESSES:

Michelle Oley  
Monique Walters

[Signature]

RICHLAND COUNTY

By: Paul King  
Council Chairperson

TOWN OF BLYTHEWOOD

[Signature]  
By: \_\_\_\_\_  
Mayor

STATE OF SOUTH CAROLINA )  
 )  
 RICHLAND COUNTY ) **INTERGOVERNMENTAL AGREEMENT**  
 (Road and Storm Drainage)

THIS AGREEMENT entered into 9 day of December, 2014, by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

**RECITALS**

WHEREAS, the County and the Town previously entered into an agreement for uniformity of roads and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to continue their contractual relationship pursuant to this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of roads and storm drainage improvements within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.
2. The County shall accept roads within the Town limits into the County Roads Maintenance System only if such road fully complies with the County's ordinances regarding acceptance of roads.
3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.
4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the county shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

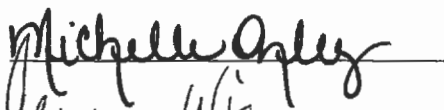
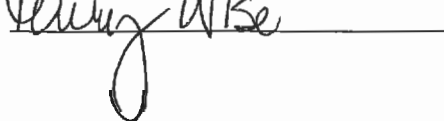
8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

9. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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


WITNESSES:

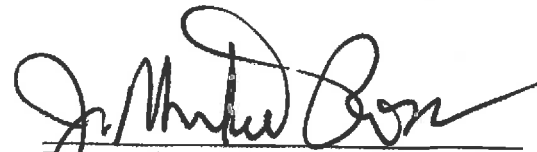
**RICHLAND COUNTY**

  
By: Norman Jackson, Richland  
County Council Chairperson

TOWN OF BLYTHEWOOD

  
\_\_\_\_\_  
Gary Parker  
Town Administrator

  
\_\_\_\_\_  
By: J. Michael Ross  
Mayor



**SECTION 4-9-41.** Joint administration of functions by county, incorporated municipality, special purpose district, or other political subdivision.

(A) Any county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution.

(B) The provisions of this section may not be construed in any manner to result in diminution or alteration of the political integrity of any of the participant subdivisions which agree to and become a part of the functional consolidation, nor may any constitutional office be abolished by it.

HISTORY: 1992 Act No. 319, Section 2, eff April 8, 1992.

Editor's Note

1992 Act No. 319, Section 1 effective April 8, 1992, reads as follows:

"SECTION 1. It is the legislative intent and purpose of this chapter to provide a means for the consolidation of the governmental and corporate functions now vested in municipal corporations and other political subdivisions and with the governmental and corporate functions now vested in the counties in which these municipal corporations and other political subdivisions are located, and to provide a method for the creation of consolidated governments which may be used to fulfill the unique needs and demands in various county areas. This chapter is provided as enabling legislation to be liberally construed as a utilization of the constitutional power granted by Section 12 of Article VIII of the Constitution of South Carolina, 1895."

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

Prepared by:	Shirani W Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Patrick Wright via email	Date:	February 8, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 15, 2024
Finance Review	Stacey Hamm via email	Date:	February 15, 2024
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Summit Ridge Sidewalk Construction		

**RECOMMENDED/REQUESTED ACTION:**

The Department of Public Works recommends the award of Summit Ridge Dr sidewalk construction to Corely Construction, LLC with a bid amount of \$222,070.00, to include a 10% contingency for a total approved amount of \$244,277.00.

Request for Council Reconsideration: ☒ Yes

**FIDUCIARY:**

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

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

Funding for this project, in the amount of \$244,277.00, is through a partnership with the County Transportation Committee (CTC) and Richland County Roads and Drainage.

*Applicable department/grant key and object codes:* GL 1200992030/532200 JL 4811791  
GL 1216302000/532200

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Invitation for Bids RC-624-B-24 was issued on October 10, 2023. The due date for submissions was November 14, 2023, and there were two submissions. Corley Construction, LLC was the lowest responsive and responsible bidder for this project. Corley Construction LLC is a registered SLBE and Minority Owned business.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

2010 ADA Standards, South Carolina Department of Transportation (SCDOT) Standard Drawings, Specifications, and Supplemental Specifications, and applicable Richland County Code of Ordinances

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

There is no associated Council motion of origin.

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

This project is to construct a 5-foot sidewalk along one side of Summit Ridge Drive between Palmetto Park Circle and Bombing Range Road. This will connect existing portions of sidewalks in the community providing a safe route for pedestrians in the area, including easier access to the Kelly Mill Sports Center and Bridge Creek Elementary School.

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

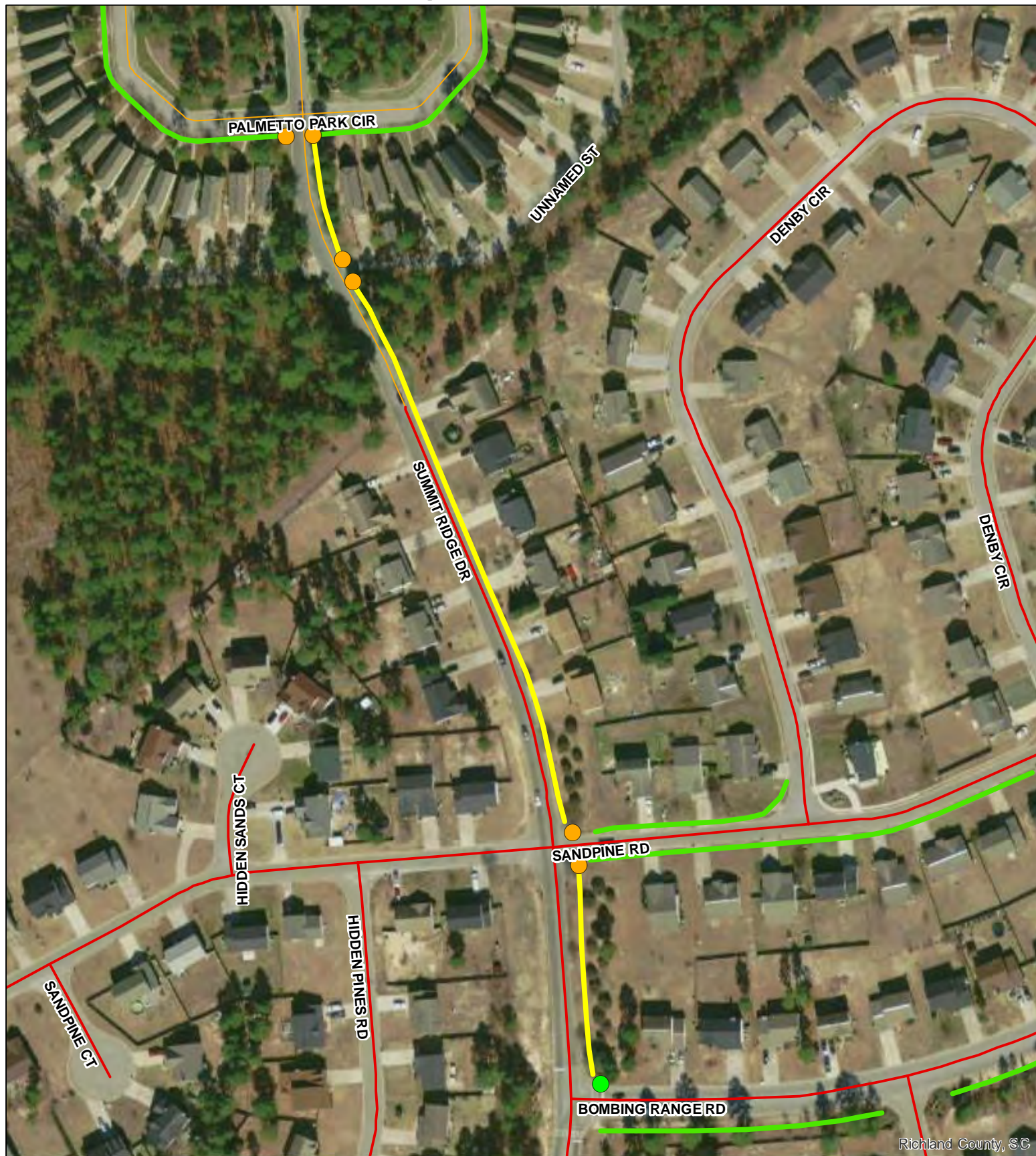
- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
  - Objective 4.3: Create excellent facilities

#### **ATTACHMENTS:**

1. Map
2. Bid Tabulation



# Summit Ridge Drive - Proposed Sidewalk Attachment 1



## Legend

### COMMENTS

- New Pedestrian Curb Ramp
- Existing Pedestrian Curb Ramp
- Existing Sidewalk
- Proposed Sidewalk

### Roads

- County Paved
- - - County Unpaved
- Private or Other
- Proposed

**5' sidewalk from Palmetto Park  
Cir to Bombing Range Rd**

1 inch = 150 feet  
26 of 38



**DISCLAIMER:** This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

**PROPRIETARY INFORMATION:** Any resale of this information is prohibited, except in accordance with a licensing agreement.

**COPYRIGHT** © 2021  
Richland County Public Works  
400 Powell Rd.  
Columbia, SC 29203



	AOS Specialty Contractors, Inc.	Corley Construction, LLC
Total Cost	\$318,500.00	\$222,070.00

**RICHLAND COUNTY  
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	December 28, 2023	Meeting Date:	February 26, 2024
Legal Review	Patrick Wright via email	Date:	February 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 6, 2024
Finance Review	Stacey Hamm via email	Date:	February 6, 2024
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Quail Creek Sewer Extension		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the County Council approve awarding Williams Infrastructure, LLC the Quail Creek Sewer Extension project.

Request for Council Reconsideration: ☒ Yes

**FIDUCIARY:**

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

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

The total cost of the project is \$586,044, which includes a 20% contingency. Utilities has funds allocated from the Southeast Sewer and Water Project for this project.

*Applicable department/grant key and object codes:* 2110367004.532200

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Bid RC-631-B-24 was issued November 17<sup>th</sup>, 2023, there were two (2) responses to the request. A non-mandatory pre-bid meeting was held on November 29<sup>th</sup>, 2023. The bids were opened on December 18<sup>th</sup>, 2023 at 2:00PM, and there were two submittals. Upon evaluation, Williams Infrastructure, LLC was the lowest, responsive, responsible bidder with a bid of \$488,370.00.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion or origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department requests approval to award the contract for eliminating the Quail Creek Pump Station and installing a 10" gravity sewer line. Utilizing a gravity line instead of the pump station will eliminate some manpower and costs associated with maintaining this obsolete station. RCU estimates costs savings of \$18,700 per year which include electricity, technicians who visit the site twice a week, and vehicle use.

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

- Goal 6: Establish operational excellence
  - Objective 6.7: Address current and future resource needs

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

This project will eliminate an aging pump station and will reduce maintenance, power consumption, risk and ultimately, its carbon footprint.

#### ATTACHMENTS:

1. Bid table



	<b>Shady Grove Construction, LLC</b>	<b>Williams Infrastructure, LLC</b>
<b>Total Cost</b>	\$ 931,190.0	\$ 488,370.0

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Patrick Wright via email	Date:	February 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 15, 2024
Finance Review	Stacey Hamm via email	Date:	February 15, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Administration & Finance		
Subject	Award of a contract for Mill Creek Bridge Replacement project		

**RECOMMENDED/REQUESTED ACTION:**

Staff requests approval of the request to remove and replace the Mill Creek Bridge damaged during a flood in February 2020 with the selected vendor.

Request for Council Reconsideration: ☒ Yes

**FIDUCIARY:**

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

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

Staff sought an engineer's estimate in March of 2022 which was subsequently updated in September of 2022. At that time, work was estimated to cost \$700,000.

Between September of 2022 and the end of 2023, onsite challenges such as narrow road conditions, potential for culvert failure due to the weight of the equipment needed to place the steel beams, additional clearing and relocation of power lines for crane operation, and a high potential for flooding during construction (which may cause additional mobilization) were identified. These increases, coupled with the increases in shipping costs for steel, materials and inflation, render the 2022 engineer's estimate obsolete.

Requisition R2401158 has been entered to encumber \$700,000 in 1209451000/532200. To cover the additional cost of \$445,149.00, the necessary funds were transferred from the current FY23-24 Conservation Division budget from Acquisition (1209451000/530100) to Construction (120945100/532200) to complete the project.

*Applicable department/grant key and object codes:* 1209451000-532200

#### OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-593-B-24, “Mill Creek Bridge Construction” was publicly advertised in October, 2023. There were (2) respondents to the Request for Bid.

Republic Contracting Corporation was identified as the lowest, responsive, responsible bidder, with a bid of \$1,145,149.00. The difference between the two bid submittals was 8%. A price analysis concludes the low bid is reasonable.

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

There are no legal concerns regarding this matter.

#### REGULATORY COMPLIANCE:

Not applicable.

#### MOTION OF ORIGIN:

“Ms. Terracio moved to approve Items 14(c) – 14(g), seconded by Ms. Mackey.”

Council Member	The Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	February 7, 2023

#### STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Conservation Commission (RCCC), created by the Richland County Council in 1998 by ordinance, is charged with promoting the protection of the county’s natural, historical, and cultural resources as well as nature-based recreation and eco- and heritage tourism. Among the county-owned conservation properties RCCC manages is an approximately 2,500-acre tract of land along the Congaree River known as Mill Creek accessed from Old Bluff Road. During flooding in early February 2020, a wooden bridge on the Mill Creek property was damaged. RCCC seeks to replace the damaged wooden bridge (see attached maps).

The existing damaged bridge is approximately 70 ft. long by 15 ft. wide and must be replaced to fully access the Upper and Lower Tracts of the Mill Creek property. Currently, the property is not open to the public although the RCCC plans, depending on the availability of funding and the implementation of the Lower Richland Tourism Plan, to eventually open it for public recreation.

The design of the bridge replacement was completed in 2022. In February 2023, County Council approved a budget amendment to transfer \$700,000.00 for the construction project based on the Engineer’s Estimate at the time.

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

The bridge replacement meets the goals in the Strategic Plan for Richland County as outlined below:

1. Foster Good Governance – Objective 1.1: This project has realistic and achievable goals, a shared vision and agreement with county leadership including the Lower Richland Tourism Plan (LRTP) and

the Mill Creek Mitigation Bank (MCMB), uses metrics for accountability, and has been re-evaluated during the approval process for several years.

2. Invest in Economic Development – Objective 2.2: The project and its association with the MCMB will encourage departments to find and supporting growth and opportunities through the LRTP.
3. Commit to Fiscal Responsibility – Objective 3.1: The project is aligned with balanced budget priorities, attempting to seek funds from other sources, and promoting sustainable economic development in Richland County.
4. Plan for Growth through Inclusive and Equitable Infrastructure – Objective 4.1: The project and its association with the MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.

**ATTACHMENTS:**

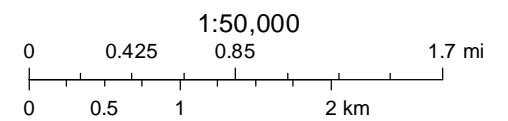
1. Parcel Location Map
2. Bridge replacement location map
3. Bid Tabulation
4. February 07, 2023 - Regular Session County Council Minutes

# Project Location and Parcel Boundary Map

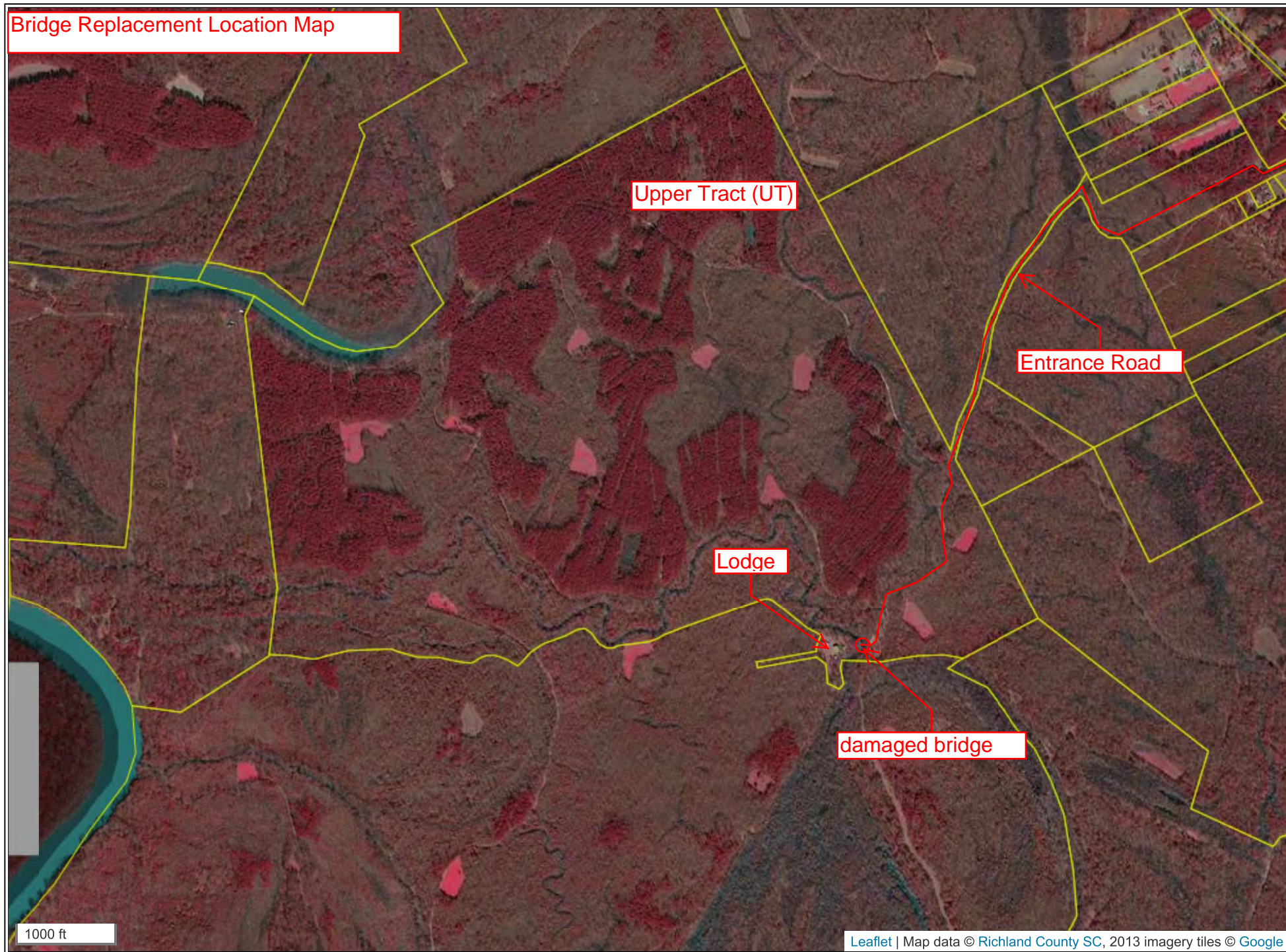
Attachment 1



June 12, 2020







Mill Creek Bridge Construction		Dane Construction, Inc.	Republic Contracting Corporation
RC-593-B-24	Total Cost	\$ 1,243,421.0	\$ 1,145,479.0
Date 11/13/2023			



14. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance amending the Richland County Code of Ordinances: Chapter 16, Licenses and Miscellaneous Business Regulations; by the addition of Article VII, Residential Rental Property Registration and Regulations – Ms. Terracio moved to amend the ordinance by inserting the property address in Section 16-72(a), seconded by Ms. Newton.

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

The vote in favor was unanimous.

Mr. Branham noted that any foreclosing lienholders are going to be required to register under Section 16-72. He inquired if the phrase “is leased or available for lease” is defined in the ordinance.

Mr. Aric Jensen, Assistant County Administrator, replied staff probably should have used the phrase, “offered for lease”.

Mr. Branham inquired if that would include short-term rentals.

Mr. Jensen indicated the ordinance refers to leases of a month or longer; therefore, it would not include short-term rentals. When we address short-term rentals, we will need to create a similar registration system.

Ms. Mackey noted Council has already taken action on this item. If any changes are desired, we would need to reconsider the vote to include those changes.

Ms. Newton moved to reconsider this item, seconded by Ms. Barron.

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

The vote was in favor.

Mr. Branham moved to add the language “for a period of 30 days or longer” after the phrase available for lease, to add the property address in Section 16-7-2(a), and replace the term “available” with “offered” in Section 16-7-2(b), seconded by Ms. Newton.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider this item, seconded by Ms. Newton.

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

The motion for reconsideration failed.

- b. FY22 Annual Roads Report – Staff requests the County Council receive the attached Annual Roads Report for information and general publication – Mr. Livingston moved to accept the Annual Roads Report for information and general publication, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Mr. Walker.

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

The motion for reconsideration failed.

Ms. Mackey inquired if this document will be available for viewing on the County’s website.

Mr. Brown responded the document would be uploaded to the County’s website within one business day.

- c. Conservation Commission – Mill Creek Bridge Replacement  
 d. Department of Public Works – Road Maintenance Fund Revenue  
 e. Animal Services – Intergovernmental Agreement – City of Forest Acres  
 f. Animal Services – Intergovernmental Agreement – Town of Irmo  
 g. Animal Services – Intergovernmental Agreement – Town of Eastover

Ms. Terracio moved to approve Items 14(c) – 14(g), seconded by Ms. Mackey.

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

The vote in favor was unanimous.

Ms. Terracio moved to reconsider Items 14(c) – 14(g), seconded by Ms. Barron.

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

The motion for reconsideration failed.

Ms. Newton thanked staff for noting that the intergovernmental agreements were standard agreements.

#### 15. **THIRD READING ITEM**

- a. An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related thereto – Mr. Livingston moved to approve this item, seconded by Barron

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

The vote in favor was unanimous.

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

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

Ms. Mackey inquired if a public hearing was necessary for this item.

Mr. Wright responded a public hearing is not required for this item.

#### 16. **SECOND READING ITEM**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Viper to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved to approve this item, Ms. Barron.

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

The vote in favor was unanimous.

- b. Authorizing the purchase of an existing mitigation bank to secure mitigation credits to support economic development projects; and other matters related thereto – Ms. Barron moved to approve this item, seconded by Ms. English.

Ms. Mackey noted, for the record, she had additional questions about management and operations. She has shared those questions with staff and feedback on those questions will be provided prior to Third Reading.

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

The vote in favor was unanimous.

#### 17. **REPORT OF DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation [FIRST READING] – Mr. Pugh stated the committee recommended approval of this item. He noted he is aware some Council members still have questions about the ordinance.

Mr. Wright indicated since this item came out of committee there were recommended changes that are not reflected in the agenda packet. He will provide a red-lined version prior to Second Reading.

Ms. Newton stated, as part of those recommended changes, she would like a specific timeframe to be provided for the three (3) offenses in Section 18-7(f).

Ms. Terracio requested public outreach to educate the residents regarding this ordinance.

Mr. Branham noted there is a typographical error in Section 18-7(b). He inquired if there would be exceptions made as it relates to Section 18-7(c)(4). In addition, he inquired about the intent of Section 18-7(g).

Ms. Mackey inquired if the recommendation from the committee is based upon the draft ordinance provided.