

**RICHLAND COUNTY**  
**ADMINISTRATION AND FINANCE**  
**COMMITTEE**

**AMENDED AGENDA**



**TUESDAY JULY 25, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2023



Deirek Pugh  
District 2



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



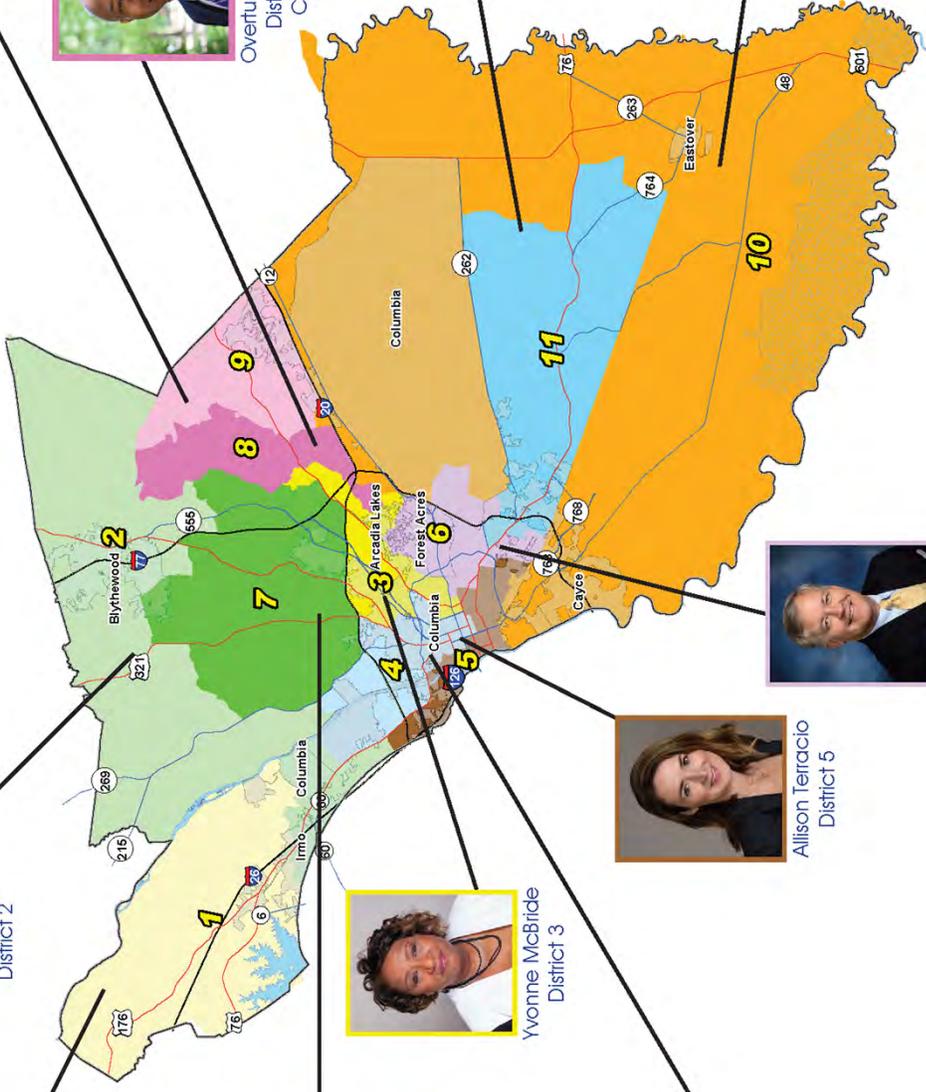
Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8  
Chair



Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Vice Chair



**Richland County  
Administration and Finance Committee**

**AMENDED AGENDA**

July 25, 2023 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

The Honorable Jason Branham	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Jessica Mackey, Chair
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** The Honorable Jessica Mackey
  
2. **APPROVAL OF MINUTES** The Honorable Jessica Mackey
  - a. June 27, 2023 [\[PAGES 5-6\]](#)
  
3. **APPROVAL OF AGENDA** The Honorable Jessica Mackey
  
4. **ITEMS FOR ACTION** The Honorable Jessica Mackey
  - a. Department of Public Works - Jim Hamilton - LB  
Owens Airport (CUB) Airport - Conditional Approval of  
Work Authorization (WA) and Associated Grants  
[\[PAGES 7-18\]](#)
  
  - b. Department of Public Works - Engineering - Pavement  
Management System [\[PAGES 19-25\]](#)
  
  - c. Community Planning & Development - Planning  
Services - Town of Blythewood Intergovernmental  
Agreement [\[PAGES 26-42\]](#)
  
  - d. I move the County Council authorize the County  
Administrator to enter into negotiations with Divine  
Auro Development, LLC or it Assignee regarding the  
potential sale of the property located at 1430 Colonial  
Life Blvd., also known as, the old Haverty's property.  
[EXECUTIVE SESSION]
  
5. **ITEMS FOR INFORMATION** The Honorable Jessica Mackey
  - a. Animal Services - Animal Care Ordinance Revisions  
[\[PAGE 43\]](#)
  
6. **ADJOURN** The Honorable Jessica Mackey



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



Richland County Council  
ADMINISTRATION AND FINANCE COMMITTEE  
**MINUTES**  
June 27, 2023 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Jason Branham, Yvonne McBride, Paul Livingston, and Don Weaver

OTHERS PRESENT: Leonardo Brown, Ashiya Myers, Stacey Hamm, Michelle Onley, Angela Weathersby, Lori Thomas, Abhijit Deshpande, Anette Kirylo, Kyle Holsclaw, Patrick Wright, Dale Welch, Chelsea Bennett, Zachary Cavanaugh, Quinton Epps, Dante Roberts, John Thompson, and Michael Byrd

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
  - a. May 23, 2023 – Mr. Livingston moved to approve the minutes as distributed, seconded by Mr. Weaver.  
In Favor: Branham, Livingston, McBride, Weaver, and Mackey  
The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as distributed, seconded by Mr. Branham.  
In Favor: Branham, Livingston, McBride, Weaver, and Mackey  
The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
  - a. Community Planning & Development – Business Service Center – Business Service Center Ordinance Amendment – Mr. Leonardo Brown, County Administrator, recognized the Business Service Center Director Zach Cavanaugh. He indicated this has previously come before Council as a presentation(s). The rate class schedule is a compliance issue that we are seeking approval for. Secondly, the business license tax rates which are consistent with the County’s budget ordinance.  
  
Mr. Branham moved to forward to Council with a recommendation to approve the 2023 Business License Rate Class Schedule to maintain compliance with the SC Fiscal Affairs Office and to approve the updated Business License Tax Rates to conform to the FY23-24 Budget Ordinance, seconded by Mr. Weaver.  
  
In Favor: Branham, Livingston, McBride, Weaver, and Mackey  
The vote in favor was unanimous.
  - b. County Administrator – Reimbursement Resolution for 2023-24 General Obligation Bond for Family Services Center and Improvements at Alvin S. Glenn Detention Center – Mr. Brown stated what this recommendation is saying is that we know we are moving forward with the renovations at the Detention Center and construction/renovations of the Family Services Center. We know that at some point soon, we will go out to the bond market. In the meantime, we want to move forward with the renovations by utilizing the funds we have on hand and reimburse ourselves through the bond we ultimately get.  
  
Mr. Branham inquired if there is a timetable for when the bond funds will be obtained.  
  
Mr. Brown indicated they had discussed potential times and dates (i.e., October) with the County’s financial advisor, but that has not been solidified.  
  
Mr. Livingston inquired if this is bonds Council has already approved.  
  
Mr. Brown responded Council has not approved any bonds, and this is not an approval of a bond. This tells us that you will fund the Family Services Center, which will require you to borrow money. In the

meantime, we will spend the funds we already have, anticipating that we will borrow money. When we borrow the money, the County will pay itself back with the bond proceeds.

Mr. Weaver inquired about the breakdown of funding between the Detention Center and the Family Services Center.

Mr. Brown replied there was no specific breakdown. Between the two projects, we will need approximately \$60M. We do not need the whole amount now, but enough to move the projects forward. We are not trying to finish both projects with this funding but to prevent stoppages.

Mr. Weaver stated he is confident when the bond request is brought to Council, additional details will be provided.

Mr. Brown pointed out that the specific details will be provided to Council and the entity providing the bond.

Ms. Mackey inquired if it was typical for us to put both projects in one resolution.

Mr. Brown indicated it is the cost of issuance. We can bond as many times as necessary, but you have to pay each time. We are putting the projects together to reduce the cost of issuing the debt and be more efficient with taxpayer dollars.

Mr. Weaver inquired if this would require a tax increase.

Mr. Brown responded that nothing he was requesting had to do with a tax increase.

Ms. McBride moved to forward to Council with a recommendation to approve the Reimbursement Resolution for expenses not to exceed \$25,000,000 related to the issuance of General Obligation bonds to acquire, construct, renovate, improve, and equip the Family Services Center at the former Dillard's Building at Columbia Place Mall, and to fund continued capital improvements at the Alvin S. Glenn Detention Center, seconded by Mr. Weaver.

In Favor: Branham, Livingston, McBride, Weaver, and Mackey

The vote in favor was unanimous.

- c. Community Planning & Development – Conservation – Cabin Branch Property Acquisition [EXECUTIVE SESSION] – Mr. Brown stated this item is being recommended for Executive Session because it potentially involves property acquisition. Generally, when we speak about buying or selling property, we want to hold the County's best interest; therefore, it is suggested to take those matters up in Executive Session.

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

In Favor: Branham, Livingston, McBride, Weaver, and Mackey

The vote in favor was unanimous.

***The Committee went into Executive Session at approximately 6:14 PM  
and came out at approximately 6:44 PM***

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

In Favor: Branham, Livingston, McBride, Weaver, and Mackey

The vote in favor was unanimous.

Ms. Mackey indicated no action was taken in Executive Session

Mr. Livingston moved to Council with a recommendation to allow staff to submit the application to the Conservation Bank as discussed in Executive Session, seconded by Mr. Weaver.

In Favor: Branham, Livingston, McBride, Weaver, and Mackey

The vote in favor was unanimous.

5. **ADJOURNMENT** – Mr. Weaver moved to adjourn the meeting, seconded by Mr. Branham.

In Favor: Branham, Livingston, McBride, Weaver, and Mackey

The vote in favor was unanimous.

The meeting adjourned at approximately 6:47 PM.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Christopher Eversmann	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Jim Hamilton – LB Owens Airport (CUB)
<b>Date Prepared:</b>	June 26, 2023	<b>Meeting Date:</b>	July 25, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	July 13, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	July 7, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 7, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Conditional approval of Work Authorization and acceptance of associated grants		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the conditional approval of:

1. The award of Work Authorization (WA) number Four (04) with Michael Baker International (MBI) for the design and bidding of the Taxilanes Rehabilitation Project at the Jim Hamilton - LB Owens Airport (CUB), and
2. Anticipated grants from the FAA and SC Aeronautics Commission to fund the project.

The conditions under which this WA will be executed are the issuance and acceptance of grants from:

1. The Federal Aviation Administration (FAA - 90%), and
2. The South Carolina Aeronautics Commission (SCAC - 5%).

The remaining 5% will be funded from the Airport's FY-24 Operating Budget.

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 Airport staff has applied for and anticipates the issuance of two grants in the near future to fund 95% of the cost associated with this professional services contract. The remaining 5% will be funded through the FY-24 Airport Operations Budget. The breakdown follows:

FAA / AIP	90%	\$259,519	
SCAC / Airport Development	5%	\$14,418	
Richland County	5%	\$14,418	FY-24 / 2170367800 / 538200
<b>Total</b>	<b>100%</b>	<b>\$288,355</b>	

*Applicable department/grant key and object codes:* 2170367800 / 538200

*Grant budgets will be established upon receipt of the two grants.*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

FAA Airport Improvement Program (AIP) Grant Assurance Number 11 requires that airport sponsors have a pavement preventive-maintenance (PM) program. In partnership with the SC Aeronautics Commission, the Airport maintains this required program. The pavement condition of nine of the ten taxilanes is poor and in need of a significant rehabilitation effort. This design project is the first step towards this much-needed pavement rehabilitation.

**MOTION OF ORIGIN:**

May 24, 2022 – The A&F Committee recommended Council approve the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services. [

“...to approve the Consent Items.” [consent item 12c. Department of Public Works - Jim Hamilton-LB Owens Airport-Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services]

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	June 7, 2022

**STRATEGIC & GENERATIVE DISCUSSION:**

This request is to conditionally approve an essential Work Authorization (WA) based on anticipated receipt this summer of two grants to provide 95% of the project funding. The remaining 5% will be paid from the Airport FY-24 Operating Budget. A copy of the WA is contained in Attachment 1. These actions will ensure the project can commence as soon as the grants are received, which may occur prior to the August 29<sup>th</sup> Special Called Council meeting. Similar conditional approvals by County Council have been issued for Airport projects previously.

The condition of the taxilane pavement at the Jim Hamilton - LB Owens Airport (CUB) is poor. Wide and deep cracks in this pavement generate Foreign Object Debris (FOD) which can be a safety hazard to people and aircraft. Since there are ten taxilanes at the Airport, future construction may be necessary in phases over multiple grant cycles. The design work being performed in this WA will be organized with this flexibility in mind.

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

Objective 1.5 - Collaborate with Other Governments (Federal and State).

Objective 3.1 - Align budget to priorities and seek alternative revenue sources (95% of project cost will be funded by others).

Objective 4.3 - Create Excellent Facilities (Addressing these pavement condition deficiencies will help us achieve Excellent Facilities at the Jim Hamilton - LB Owens Airport (CUB) and enhance safety and efficiency of the Airport).

**ATTACHMENTS:**

1. MBI Work Authorization No. 4 for Professional Services



Work Authorization No. 4 (Four) for Professional Services
between
RICHLAND COUNTY
and
MICHAEL BAKER INTERNATIONAL, INC.

Project Location: Jim Hamilton – LB Owens Airport Project Number:

Project Name: Taxilanes Rehabilitation Project (Design & Bidding)

It is agreed to undertake the following work in accordance with the provisions of the Master Service Agreement for Professional Services entered into on June 28, 2022, between the RICHLAND COUNTY located at 2020 Hampton Street, Columbia, SC 29204-1002 and MICHAEL BAKER INTERNATIONAL, INC., located at 700 Huger Street, Columbia, South Carolina 29201.

SCOPE OF SERVICES:

CONSULTANT shall perform services as described in Attachment A "Scope of Services", which is attached hereto and made part of this AGREEMENT.

METHOD OF PAYMENT:

OWNER shall pay CONSULTANT for services rendered the lump sum of Two Hundred Eighty-Eight Thousand Three Hundred Fifty-Four Dollars and Zero Cents (\$288,354.00) as described in Attachment B, "Fee Proposal".

Agreed as to scope of services and fee:

For: RICHLAND COUNTY For: [Signature] MICHAEL BAKER INTERNATIONAL, INC.
Date: Date: June 20, 2023

Attachments: A – Scope of Services
B – Fee Proposal

**ATTACHMENT A  
SPECIFIC SCOPE OF SERVICES  
FOR  
TAXILANES REHABILITATION PROJECT  
AT  
JIM HAMILTON - LB OWENS AIRPORT**

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This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services for the **TAXILANES REHABILITATION PROJECT** (hereinafter referred to as **PROJECT**) at the **JIM HAMILTON - LB OWENS AIRPORT**. The **CONSULTANT** shall perform the following Basic and Special Engineering professional services under this **AGREEMENT**.

**GENERAL**

The **PROJECT** is to perform design phase (including plan drawing and specification preparation) and bidding phase services for a construction project for the rehabilitation of the pavement areas primarily consisting of T-hangar taxilanes) shown on the attached Scope of Work Sketches SK-1 and SK-2. The project will include a topographic field survey and geotechnical investigation. The method of rehabilitation has not yet been determined; therefore, multiple options will be considered including asphalt mill and overlay and full-depth reclamation. Additional items to be considered in the design are included on SK-1 and SK-2. No additional impervious area or improvements to the airfield lighting system is anticipated with this rehabilitation project.

**SECTION I - BASIC SERVICES – DESIGN**

After authorization to proceed, the **CONSULTANT** shall perform the following Basic Services tasks in accordance with the Prime Agreement:

**TASK 1 – SITE VISIT**

After field survey is received and a survey basesheet has been prepared, the **CONSULTANT** will conduct a single site visit to include two members of the design team to verify survey information as well as obtain pre-construction photographs.

**TASK 2 – MEETINGS, COORDINATION, AND PROJECT MANAGEMENT**

The **CONSULTANT** shall:

1. Provide project management and coordination with the **OWNER**, FAA, SC Aeronautics Commission, and subconsultants,
2. Conduct one meeting to kick-off the **PROJECT**.
3. Conduct one meeting each to review and receive comments at the 35% and 95% design levels.

***ASSUMPTIONS:***

- ***It is assumed that the meetings listed above will take place at the Airport.***

### TASK 3 – DESIGN PHASE SERVICES

Basic Design Services will generally be completed in two (2) phases:

1. Preliminary design phase
2. Final design phase

#### A. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of the **PROJECT** include:

1. Conferring with the **OWNER** on project requirements, finances, schedules, early phases of the **PROJECT**, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the **PROJECT**
2. Advising **OWNER** as to the necessity of providing or obtaining from others data or services such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT** under separate contract.
3. Preliminary pavement design in accordance with FAA AC 150/5320-6G.
4. Developing design schematics, sketches, project recommendations, and preliminary layouts and cost estimates.

#### B. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering recommendations.
2. Prepare detailed plans, specifications, and cost estimates.
3. Final pavement design in accordance with FAA AC 150/5320-6G.
4. Print and provide necessary copies for in-house production of engineering drawings and contract specifications.
5. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications.
6. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor.
7. Distribute documents for approvals to **FAA**, **OWNER**, State, and other regulatory agencies.
8. Preparation of a Final Engineer's Report.

**ASSUMPTIONS:**

- *Design review submittals will be conducted at 35% and 95%.*
- *It is assumed that edge lights and guidance signs will not be impacted, therefore no electrical design is included.*
- *Pavement design will only consider up to two bituminous pavement rehabilitation alternatives. No Portland cement concrete pavement rehabilitation alternatives will be considered.*

**TASK 4 – BIDDING PHASE SERVICES**

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids and provide general coordination including maintaining a record of prospective bidders to whom Bidding Documents have been issued.
2. Respond to questions and issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
3. Assist the **OWNER** in conducting a pre-bid conference to share pertinent bidding and technical information and requirements with prospective bidders and prepare meeting minutes.
4. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals, prepare a recommendation of award, and prepare construction contracts and Issued-For-Construction plan drawings and specifications.

Basic Construction Phase Services will be contracted under a future agreement.

**SECTION II - SPECIAL SERVICES**

After authorization to proceed, the **CONSULTANT** shall perform the following specific Special Services in accordance with the Prime Agreement amended as follows:

**TASK 5 – DBE PLANNING: GOAL SETTING**

The **CONSULTANT** shall prepare project-specific and 3-year plan (if required) DBE goals in accordance with FAA requirements.

**ASSUMPTIONS:**

- *DBE Planning: Reporting will be included in the contract associated with construction of the PROJECT and therefore are not included in this contract.*

**TASK 6 – PREPARE AND INITIATE ONLINE AIRSPACE STUDY (7460)**

The **CONSULTANT** shall prepare the necessary documents and drawings to initiate an online airspace study (7460).

## **TASK 7 – GRANT SERVICES**

The **CONSULTANT** shall coordinate with the **OWNER**, **FAA** and **SCAC** and prepare and submit the following:

- One **FAA** grant preapplication
- One **FAA** and one **SCAC** grant application
- **FAA** quarterly grant reports (up to a maximum of twelve)
- One **FAA** and one **SCAC** grant closeout
- Annual **ACIP** Update

## **TASK 8 – PREDESIGN TOPOGRAPHIC FIELD SURVEY**

The **CONSULTANT** shall perform a predesign topographic field survey necessary for the design of the **PROJECT** which includes establishing horizontal and vertical controls, topography in the areas of the proposed work, and other planimetric features and other items within the work limits for the **PROJECT** for the Contractor's use during construction.

## **TASK 9 – PREDESIGN GEOTECHNICAL INVESTIGATION**

The **CONSULTANT** shall perform a predesign geotechnical investigation and testing of pavement, subsurface materials, ground water elevations below the proposed pavement areas if encountered and other pertinent explorations as necessary for the **PROJECT**. This work will supplement data already available from Statewide Pavement Study to avoid duplication of efforts.

Special Construction Phase Services will be contracted under a future agreement.

The **CONSULTANT** will **NOT** provide any services in this **AGREEMENT** not specifically listed above.

### **Additional Assumptions:**

- Richland County will provide any known utility locations.
- No improvements or repairs to roadways will be made outside of the project limits.
- No stormwater detention will be required.
- No permitting will be required.
- Owner will be responsible for payment of all necessary permit fees, if required.
- No hazardous materials (oil, fuel and/or others) are present in the project area.
- No jurisdictional wetlands or streams will be impacted.

### **Specific Services Not Included in Scope (Exclusions):**

- Meetings and/or coordination not specifically mentioned above,
- Landscape and Irrigation Design
- Coordination or design of wayfinding signage program,
- Drainage system design and/or hydraulic modeling for the purpose of improving the current comprehensive drainage system or improvements not associated directly with the project,

- No additional impervious area is anticipated with this rehabilitation project, therefore no stormwater detention design is included.
- No impact to the airfield lighting or signage systems are anticipated, therefore no design or upgrades are included,
- Re-design services associated with meeting a construction budget (value engineering),
- Underground hazardous material investigation or testing,
- Coordination or design associated with improvements or repairs to roadways outside of the project limits,
- It is expected that no land disturbing activities will be performed, therefore, land disturbance permitting services are not included in this contract. In addition, it is assumed that USACOE 404 Permitting will not be required.

Should any of these services be required, a modification to this contract will be prepared to add those services.

**ATTACHMENT B  
MANHOUR BREAKDOWN & FEE ESTIMATE  
MICHAEL BAKER INTERNATIONAL INCORPORATED**

**TAXILANES REHABILITATION PROJECT  
JIM HAMILTON - LB OWENS AIRPORT**



TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
<b>BASIC SERVICES</b>														
<b>1 Site Visit</b>	0	0	6	0	6	0	\$0	\$0	\$30	\$0	\$20	\$0	\$1,922	2 team members onsite
<b>TASK SUBTOTAL</b>	0	0	6	0	6	0	\$0	\$0	\$30	\$0	\$20	\$0	<b>\$1,922</b>	
<b>2 Meetings, Coordination and Project Management</b>														
a. Prepare for and Conduct Kickoff Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
b. 35% Design Review Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
c. 95% Design Review Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
d. Coordination/Project Management	40	0	32	8	8	8	\$0	\$0	\$0	\$0	\$100	\$0	\$17,528	Coord w/ CUB, FAA, SCAC
<b>TASK SUBTOTAL</b>	46	0	44	8	8	8	\$0	\$0	\$90	\$0	\$100	\$0	<b>\$21,075</b>	
<b>3 Design Phase Services</b>														
<b>3A Project Manual</b>														
a. "Front End" Control Documents	4	0	12	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,615	At 95%, and Final
b. Technical Specifications	4	0	16	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,332	At 95%, and Final
<b>TASK SUBTOTAL</b>	8	0	28	8	0	0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$7,947</b>	
<b>3B Engineer's Estimate</b>														
	6	0	12	0	8	12	\$0	\$0	\$0	\$0	\$0	\$0	\$5,621	At 35%, 95%, and Final
<b>TASK SUBTOTAL</b>	6	0	12	0	8	12	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$5,621</b>	
<b>3C Engineer's Report</b>														
	8	0	32	0	4	4	\$0	\$0	\$0	\$0	\$0	\$0	\$8,373	At Final
<b>TASK SUBTOTAL</b>	8	0	32	0	4	4	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$8,373</b>	
<b>3D Design Tasks for Preliminary Design to 35%</b>														
a. Develop Basesheet from Raw Survey	-	0	4	0	12	24	\$0	\$0	\$0	\$0	\$0	\$0	\$4,706	
b. Cover	1	0	1	0	0	1	\$0	\$0	\$0	\$0	\$0	\$0	\$271	
c. Project Layout Plan	1	1	4	0	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$2,036	
d. Construction Safety and Phasing Plan	3	1	8	0	0	16	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120	
e. General Notes	1	0	2	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$726	
f. Summary Of Quantities (not incl with 35%)	-	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
g. Typical Sections & Pavement Details	2	1	8	0	8	16	\$0	\$0	\$0	\$0	\$0	\$0	\$4,183	
h. Demolition Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,490	
i. Staking Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,490	
j. Grading and Drainage Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$192	\$0	\$6,490	
k. Profiles	3	0	6	0	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$2,177	
l. Marking Plans	3	1	8	0	0	16	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120	
m. Marking Details	1	1	2	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$943	
n. Erosion Control Details (not incl with 35%)	-	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
o. Grading Design	-	0	24	0	60	0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,271	
p. Pavement Design (Incl Ops Data & Fleet Mix)	-	2	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,195	
q. Stormwater Management Design	-	2	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,735	Evaluation/design for minor improvements of surface drainage
r. Quality Control Review	-	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840	
s. Incorporate Review Comments	-	4	8	0	16	16	\$0	\$0	\$0	\$0	\$0	\$0	\$5,899	
<b>Total Number of Drawings This Submittal</b>	24													
<b>35% PLANS TASK SUBTOTAL</b>	19	10	171	0	168	121	\$0	\$0	\$0	\$0	\$192	\$0	<b>\$70,690</b>	

**ATTACHMENT B  
MANHOUR BREAKDOWN & FEE ESTIMATE  
MICHAEL BAKER INTERNATIONAL INCORPORATED**



**TAXILANES REHABILITATION PROJECT  
JIM HAMILTON - LB OWENS AIRPORT**

TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
3E Design Tasks for Final Design														
a. Cover	1	0	2	0	0	2	\$0	\$0	\$0	\$0		\$0	\$1,958	
b. Project Layout Plan	1	1	6	0	0	20	\$0	\$0	\$0	\$0		\$0	\$3,129	
c. Construction Safety and Phasing Plan	3	1	12	0	0	16	\$0	\$0	\$0	\$0		\$0	\$3,836	
d. General Notes	1	0	1	0	0	1	\$0	\$0	\$0	\$0		\$0	\$271	
e. Summary Of Quantities	1	0	1	0	0	2	\$0	\$0	\$0	\$0		\$0	\$363	
f. Typical Sections & Pavement Details	2	1	8	0	8	16	\$0	\$0	\$0	\$0		\$0	\$4,183	
g. Demolition Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0		\$0	\$10,049	
h. Staking Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0		\$0	\$10,049	
i. Grading and Drainage Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0	\$1,416	\$0	\$10,049	
j. Profiles	3	0	4	0	0	8	\$0	\$0	\$0	\$0		\$0	\$1,451	
k. Marking Plans	3	1	8	0	0	12	\$0	\$0	\$0	\$0		\$0	\$2,753	
l. Marking Details	1	1	1	0	0	2	\$0	\$0	\$0	\$0		\$0	\$581	
m. Erosion Control Details	1	0	1	0	0	4	\$0	\$0	\$0	\$0		\$0	\$546	
n. Grading Design	-	0	12	0	60	0	\$0	\$0	\$0	\$0		\$0	\$10,121	
o. Pavement Design (Incl Ops Data & Fleet Mix)	-	0	8	0	0	0	\$0	\$0	\$0	\$0		\$0	\$1,663	
p. Stormwater Management Design	-	1	24	0	0	0	\$0	\$0	\$0	\$0		\$0	\$4,517	Evaluation/design for minor improvements of surface drainage
q. Quality Control Review	-	0	8	0	0	0	\$0	\$0	\$0	\$0		\$0	\$1,840	
r. Incorporate Review Comments	-	8	0	0	16	24	\$0	\$0	\$0	\$0		\$0	\$6,324	
Total Number of Drawings This Submittal	26													
<b>FINAL PLANS TASK SUBTOTAL</b>	20	9	160	16	188	107	\$0	\$0	\$0	\$0	\$1,416	\$0	<b>\$73,682</b>	
<b>4 Bidding Services</b>														
a. General Coord/Docs Distribution/Addenda/Questions	4	0	24	0	8	24	\$0	\$0	\$0	\$0	\$0	\$0	\$8,436	
b. Conduct Pre-Bid Conf, Prepare Minutes & Graphics	4	0	6	0	0	2	\$50	\$0	\$30	\$0	\$250	\$0	\$2,459	
c. Conduct Bid Opening	2	0	2	0	0	0	\$50	\$0	\$30	\$0	\$0	\$0	\$874	
d. Evaluation of Bids/Prepare Bid Tab/Recommend Award	4	0	12	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,021	
e. Prepare Construction Contracts and IFC Plans & Specs	2	0	12	8	0	2	\$0	\$0	\$0	\$0	\$1,239	\$0	\$5,197	
<b>TASK SUBTOTAL</b>	16	0	56	8	8	28	\$100	\$0	\$60	\$0	\$1,489	\$0	<b>\$19,987</b>	
<b>TOTAL DESIGN SERVICES</b>													<b>\$189,309</b>	
<b>TOTAL BASIC SERVICES</b>													<b>\$209,296</b>	
<b>SPECIAL SERVICES</b>														
<b>5 DBE Planning: Goal Setting</b>	2	0	4	60	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,070	DBE Planning: Reporting not included.
<b>TASK SUBTOTAL</b>	2	0	4	60	0	0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$10,070</b>	
<b>6 Prepare and Initiate Online Airspace Study (7460)</b>	1	0	2	0	0	6	\$0	\$0	\$0	\$0	\$0	\$0	\$1,127	
<b>TASK SUBTOTAL</b>	1	0	2	0	0	6	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$1,127</b>	
<b>7 Grant Services</b>														
a. FAA & SCAC Coordination	4	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,304	
b. FAA Grant Pre-applications (1)	2	0	8	0	0	1	\$0	\$0	\$0	\$0	\$0	\$0	\$1,960	
c. FAA (1) & SCAC (1) Grant Applications	8	0	12	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$4,075	
d. FAA Grant Quarterly Reports (up to 12)	6	0	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,606	
e. FAA (1) & SCAC (1) Grant Closeouts	8	0	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,041	
f. Prepare & Submit Annual ACIP Update (1)	8	0	16	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$4,975	
<b>TASK SUBTOTAL</b>	36	0	92	0	0	7	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$24,962</b>	

**ATTACHMENT B  
MANHOUR BREAKDOWN & FEE ESTIMATE  
MICHAEL BAKER INTERNATIONAL INCORPORATED**



**TAXILANES REHABILITATION PROJECT  
JIM HAMILTON - LB OWENS AIRPORT**

TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
8 Predesign Topographic Field Survey (SUBCONSULTANT) Subconsultant Coordination												\$19,400 \$1,940		
<b>TASK SUBTOTAL</b>												<b>\$21,340</b>		
9 Predesign Geotechnical Investigation (SUBCONSULTANT) Subconsultant Coordination												\$19,600 \$1,960		
<b>TASK SUBTOTAL</b>												<b>\$21,560</b>		
<b>TOTAL SPECIAL SERVICES</b>												<b>\$79,058</b>		
<b>SUBTOTALS</b>	162	19		100	390	293	\$100	\$0	\$180	\$0	\$3,217	\$0	<b>\$288,354</b>	

**ESTIMATED PRINTING/REPRODUCTION COSTS**

				Plans*	Specifications**
35% Submittal: 1 CUB, 1 SCAC, 1 FAA & 1 MBI	4 SETS @	24	dwgs/set	\$192	None
95% Submittal: 1 CUB, 1 SCAC, 1 FAA & 1 MBI	4 SETS @	26	dwgs/set	\$208	\$500
Final Submittal: 1 CUB, 1 SCAC, 1 FAA, 1 MBI	4 SETS @	26	dwgs/set	\$208	\$500
IFC: 1 CUB, 1 MBI, 5 Contractor	7 SETS @	26	dwgs/set	\$364	\$875

\*Plan reproduction estimated @ \$2.00 /Sheet

\*\*Specification reproduction estimated @ \$125.00 /Set

<b>SUBTOTAL FEE - BASIC SERVICES</b>	<b>\$209,296</b> (LUMP SUM)
<b>SUBTOTAL FEE - SPECIAL SERVICES</b>	<b>\$79,058</b> (LUMP SUM)
<b>GRAND TOTAL</b>	<b>\$288,354</b> (LUMP SUM)

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	July 5, 2023	<b>Meeting Date:</b>	July 25, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 14, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	July 7, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 7, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Pavement Management System		

**RECOMMENDED/REQUESTED ACTION:**

The Engineering Division of the Department of Public Works requests approval for pavement management services from Roadway Management Technology (RMT).

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 associated cost is \$150,000. This includes all startup cost- hardware, software, importing roadway condition data, and support services from the vendor for one year. An annual subscription cost of \$80,000 is required to continue using the service.

*Applicable department/grant key and object codes:* 1216302000/530700

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

This was a direct solicitation through a sole source vendor.

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

The County Attorney’s Office has reviewed the reviewed the agreement and recommended changes which have been approved by the vendor.

**REGULATORY COMPLIANCE:**

None applicable.

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

There is no associated Council motion of origin.

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

Public Works currently maintains approximately 640 miles of paved roads. Staff currently tracks the County's network and projects through spreadsheets and GIS. To improve efficiency during the decision-making processes, staff finds an automated system necessary to manage this inventory. Roadway Management Technology (RMT) has a product line to capture data daily, store and update road conditions, project deterioration, and assist with fund allocation. This technology is proprietary and includes all hardware, software, and support services to assist the County in managing its inventory.

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

Objective 1.1: Develop a long-term plan for meaningful resource allocation

Objective 4.3: Create excellent infrastructure facilities; prepare long term maintenance and capital investment plans

Objective 5.4: Development of long-term improvement plans allows us to better engage with the community

#### **ATTACHMENTS:**

1. Sole source - Procurement
2. Sole source letter from vendor
3. Quote



# 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:**

**NAME OF REQUESTOR:**

**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:** Roadway Management Technologies

**Point of Contact:** Noah Butler

**Email:** noah@roadmantech.com

**Telephone #:** 501-551-0059

**Fax #:**

**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. Pavement management services- hardware, software, and account management; cost is \$150,000; delivery is October 2023

**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:

Needed to automate the management of road inventory. This is currently a manual processes which is time consuming and requires a number of assumption about current conditions. Delay of purchase will cause delays in planning, packaging of projects, and allocation of funding.

Required Delivery Date (RDD): October 2023

Cost:

(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:

This technology is proprietary. RMT is the only vendor currently offering the daily passive collection of data collection, quality control review, data storage and projections.

(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 hardware and software owned by RMT are both proprietary.

(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:

N/A

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

RMT will replace or repair all hardware at additional cost

**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:

Roadway Management Technology

**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:

SHIRANI FULLER, COUNTY ENGINEER 

Account Code:

1214302000 / 530700

Telephone:

574-3576

Date:

07/05/2023

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:

Mike Maloney 

Date:

7-5-2023

**BUYER**

Name and Signature:

Date:

**PROCUREMENT MANAGER**

Name and Signature

Date:

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

Name and Signature

Date:



**ROADWAY MANAGEMENT TECHNOLOGIES, LLC**

425 W Capitol Ave. Suite 1201 | Little Rock, AR 72201 | (501) 551-0780 | roadmantech.com

July 5<sup>th</sup>, 2023

ATTN: Richland County, South Carolina  
400 Powell Road  
Columbia, SC 29203  
803-576-2400

Dear Richland County, South Carolina:

Roadway Management Technologies, LLC ("RMT") is the sole source provider of RMT's RoadRunner Passive Road Surveying Solution ("RoadRunner"), a product and service developed and sold exclusively by Roadway Management Technologies, LLC.

RMT's RoadRunner platform allows agencies to passively crowdsource road surface quality information using agency-owned vehicles. RMT's unique and proprietary hardware and software combination preclude competition, as there is no other company allowing agencies to collect their own road quality data passively on a large, repeatable scale.

Sincerely,

Candler McCollum

CEO

501.626.1313



## Roadway Management Technologies, LLC

425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201

Date: 07/05/2023

## Pricing Sheet

### Richland County, SC

400 Powell Rd  
Columbia, SC 29203

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License Year 1	\$150,000.00	1	\$150,000.00
RMT Passive Road Surveying Software License Year 2	\$80,000.00	1	\$80,000.00
<b>TOTAL</b>			<b>\$150,000.00 Year 1 \$80,000.00 Year 2</b>

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

**Hardware Installation Period: 09/01/2023 - 09/30/2023 (midnight)**

**Subscription Periods: 10/01/2023 - 09/30/2024 (midnight) Total: \$150,000.00**

**10/01/2024 - 09/30/2025 (midnight) Total: \$80,000.00**

\_\_\_\_\_  
SIGN: \_\_\_\_\_

Candler McCollum  
NAME: \_\_\_\_\_

Chief Executive Officer  
TITLE: \_\_\_\_\_

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

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Geonard Price	<b>Title:</b>	Zoning Administrator
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Planning & Development Services
<b>Contributor</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Date Prepared:</b>	May 16, 2023	<b>Meeting Date:</b>	July 25, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 18, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 20, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 20, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Intergovernmental Agreement - Town of Blythewood		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends the approval of an intergovernmental agreement (IGA) 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 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.

*Applicable department/grant key and object codes:* n/a

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney’s Office recommended edits to the agreement which have been shared with the Town of Blythewood and are contained within the draft agreement attached herein.

**REGULATORY COMPLIANCE:**

SC Code of Laws: Section 4-9-40

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

There is no associated motion of origin.

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

As required by SC Code and the SC 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.

For reference, 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 Arcadia Lakes, Forest Acres, and Town of Irmo. Records reflect an initial IGA between Richland County and the Town of Blythewood dated 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.

In addition, 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:**

Objective 1.5: Collaborate with other governments

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. 2023 Draft IGA between Richland County and the 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



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 its issuance of building permits for new commercial buildings within the corporate limits, the County will require the review and approval of site

plans with regard to erosion control measures, floodplain management requirements, and road access regulations. The Town will manage the bond documentation as required.

3. As a prerequisite to its 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 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 the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to the Town within ten (10) business days. Approved Land Disturbance 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. 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.
- D. 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.

- E. The Town will assist The County in projects for flood hazard mitigation, water quality improvement, or other related projects in the Town or County.

#### Section Four: 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 Five: 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 Six: Term

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

Section Seven: Previous Agreements:

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

Section Eight: Indemnification

The Town shall defend and hold harmless The County, its agents, and representatives, including but not limited to its employees (Indemnities), from any costs arising out of the performance of the services provided by the Indemnities under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Town in administering or performing this Agreement. The Town shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the work or performance pursuant to the Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Town, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement. The terms and conditions contained in this Section shall survive the termination of this Agreement or the suspension of the work or services provided hereunder.

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: \_\_\_\_\_



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



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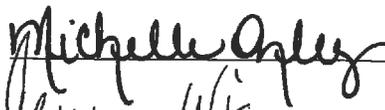
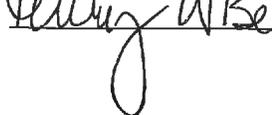
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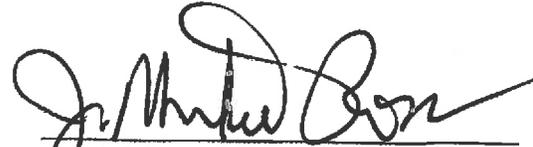
  
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**RICHLAND COUNTY**

  
\_\_\_\_\_  
By: Norman Jackson, Richland  
County Council Chairperson

TOWN OF BLYTHEWOOD

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

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

**SECTION 4-9-41**

**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."



**Informational Agenda Briefing**

<b>Prepared by:</b>	Aric Jensen	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	July 10, 2023	<b>Meeting Date:</b>	July 25, 2023
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject:</b>	Animal Care Ordinance Revisions		

**EXECUTIVE SUMMARY:**

For the past year, the Animal Services Department and Assistant County Administrator Jensen have been meeting with community stakeholders to discuss potential updates to the Richland County Animal Care ordinances. The updates are necessary to keep the County current with evolving professional practices, technology, and customer needs.

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

25 July 2023	Inform A&F Committee of intent to start ordinance update process.
August 2023	Create list of internal and external stakeholders/commence discussions.
August 2023	Work with the Office of Communications to create a communications plan.
September thru December 2023	Prepare ordinance amendments.
February 2024	Submit draft amendments to the Committee.
April 2024	Committee forwards recommended amendments to Council.
May thru June 2024	Council holds a public hearing and 3 readings.
July thru September 2024	Implement community education campaign.