

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE

AGENDA



THURSDAY DECEMBER 14, 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



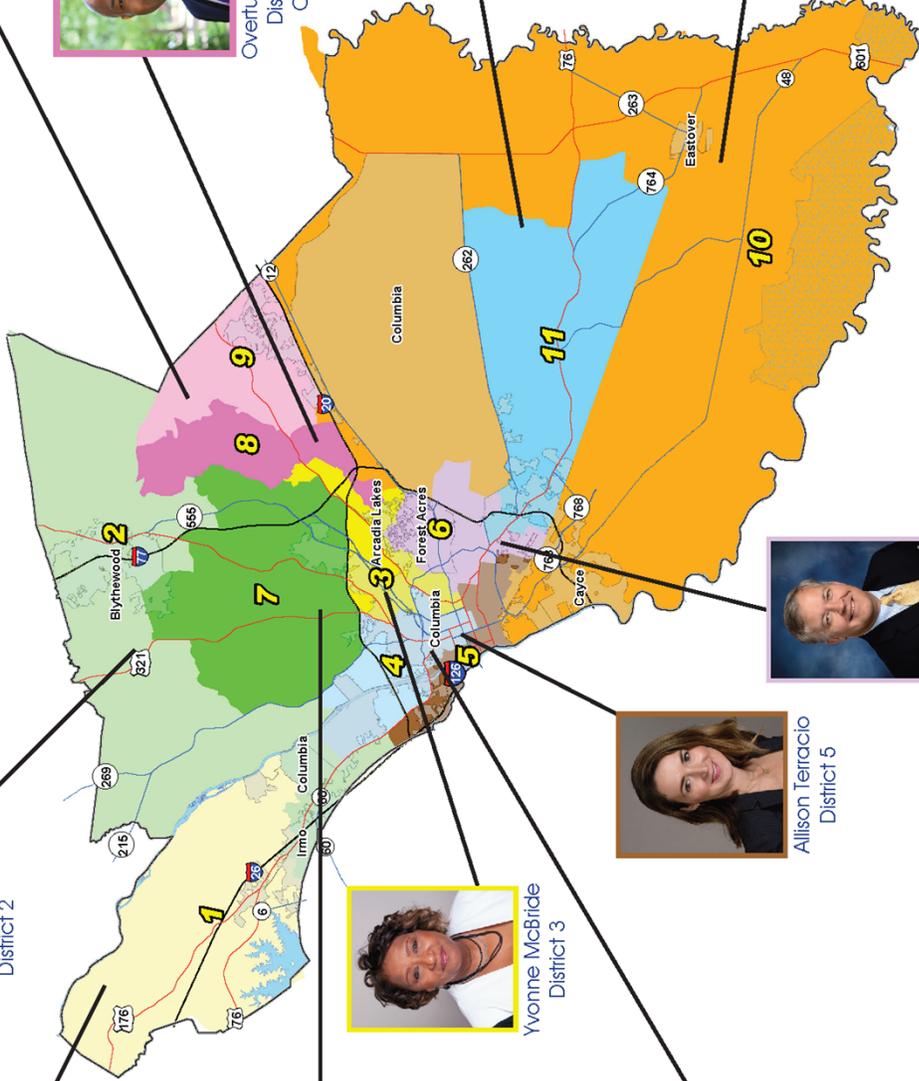
Paul Livingston
District 4



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**

AGENDA

December 14, 2023 06:00 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. November 16, 2023 [\[Pages 5-9\]](#)

3. **APPROVAL OF AGENDA** The Honorable Jessica Mackey

4. **ITEMS FOR ACTION** The Honorable Jessica Mackey
 - a. County Administrator - Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands [\[Pages 10-43\]](#)

 - b. Department of Public Works - Stormwater Management Division - Hickory Ridge Stormwater Conveyance Upgrade Design [\[Pages 44-46\]](#)

5. **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
November 16, 2023 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Jason Branham

OTHERS PRESENT: Cheryl English, Gretchen Barron, Ashiya Myers, Stacey Hamm, Michelle Onley, Angela Weathersby, Lori Thomas, Anette Kirylo, Patrick Wright, Chelsea Bennett, Michael Maloney, Aric Jensen, Ashley Fullerton, Peter Cevallos, Tamar Black, Jennifer Wladischkin, Michael Byrd, Quinton Epps, Callison Richardson, Kyle Holsclaw, Wayne Thornley, Abhijit Deshpande, and Sean Taylor

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

Ms. Mackey noted Mr. Branham would not attend tonight’s meeting in person but would try to attend virtually.

2. **APPROVAL OF MINUTES**

- a. October 24, 2023 – Mr. Weaver moved to approve the minutes as distributed, seconded by Mr. Livingston.

In Favor: McBride, Livingston, Weaver, and Mackey

Not Present: Branham

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, Weaver, and Mackey

Not Present: Branham

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. Department of Public Works – Jim Hamilton-LB Owens Airport (CUB) Airport – Richland County Code of Ordinances, Chapter 3, Airport – The Airport General Manager, Peter Cevallos, noted the three inquiries from last month’s committee were as follows:

1. ***Please explain the rationale for reducing the number of Airport commissioners*** – The reduction was necessary to run the Commission better. They have been frequently challenged with establishing a meeting quorum to conduct business. The SC Aeronautics Commission and other state airports have seven-member boards.

2. ***How will the commission be reduced to seven (7) members if there are currently nine (9) members appointed and serving*** – The membership will be reduced through normal attrition.

3. ***Prior to the recommended changes, how large was the size of the area where the community representatives were found and/or from what neighborhoods were they appointed/designated? Was the area/neighborhoods defined in an ordinance*** – Mr. Cevallos indicated this was built into the original ordinance. The Commission has recommended a larger recruitment area.

Mr. Livingston moved to forward to Council with a recommendation to approve the updated Airport Ordinance, seconded by Mr. Weaver.

In Favor: McBride, Livingston, Weaver, and Mackey

Not Present: Branham.

The vote in favor was unanimous.

- b. Community Planning & Development – Conservation Division – Columbia Rowing Club Operating Agreement – Assistant County Administrator Lori Thomas stated the item before the committee is a proposed operating agreement between the Columbia Rowing Club, as presented by the Conservation Division.

Mr. Aric Jensen, Assistant County Administrator, stated the Columbia Rowing Club has had a dock to launch their boats for approximately 20 years. He indicated they like the location because the water is flat and still, and it is an excellent location to put in to go rowing. The operating agreement before the committee is basically the same one that has been renewed periodically over the years. There were discussions regarding doing something else at the site, but they did not go anywhere due to other issues. The recommendation is to renew the agreement.

Mr. Weaver inquired if there is a cost to the County.

Mr. Jensen responded there is no cost to the County, and the County does not assess the Rowing Club a fee for using the property. The Rowing Club insures the section of the property they use. They pay for all the improvements and maintenance.

Ms. Mackey pointed out on p. 36 that it talks about an annual maintenance cost, which appears to come out of the County's current budget.

The Division Manager, Mr. Quinton Epps, responded those costs are relative to the whole property. The Rowing Club only uses about an acre of the property, and the property is approximately 30 acres with other uses (i.e., fishing). The County maintains the roads and picks up trash.

Mr. Livingston moved to forward to Council with a recommendation to approve a new Richland County and Columbia Rowing Club (CRC) five-year operating agreement, seconded by Mr. Weaver.

In Favor: McBride, Livingston, Weaver, and Mackey

Not Present: Branham

The vote in favor was unanimous.

- c. Grants & Community Outreach – FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects – Ms. Thomas indicated this project will outline the department's FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure recommendations.

Ms. Callison Richardson, Grants and Community Development Manager, stated the County receives Community Development Block Grant (CDBG) funding on an annual basis. There is something called a timeliness test related to the CDBG funds. She expressed that the division has faced several hurdles to meet the timeliness test. She noted during COVID-19, many of their programs could not run. They could not go into people's housing and do minor home repairs. In addition, there was a high level of staff turnover in Community Development. She indicated they have a strong team now and are excited about the direction they are headed. Regarding the timeliness test, they have until July 2024 to expend \$2.9M in CDBG funds. Some of the funds will be used for the new projects for FY23-24, and some will be utilized for the Annual Action Plan. She stated they would like a diverse portfolio of how they plan to expend the funds.

Mr. Weaver inquired where the \$2.9M comes from.

Ms. Richardson replied all of the funding comes from the US Housing and Urban Development Department (HUD). The whole division, including staff and projects, is fully funded by HUD. They receive two large entitlements. CDBG is the largest one. The other one is HOME Investment Partnerships, which deals with affordable housing. Everything before the committee is funds that are allocated from the federal government. They expend it from their budget and then draw it down as a direct reimbursement from the federal government.

Mr. Weaver inquired if the program assists residents with payments or provide housing.

Ms. Richardson responded it does not assist with payments. CDBG funding allows them to conduct minor home repairs for income-qualified senior citizens in unincorporated Richland County. The City of Columbia also receives CDBG funding; therefore, our funds must be utilized in the County's unincorporated areas. The County runs a program entitled "Operation One Touch" for minor home repairs each year. This year, they increased the amount to \$20,000 a home due to the cost of construction. There is an application process and a goal of repairing 20 houses per year. The other

affordable housing project would entail reallocating some of the built-up funds to do acquisition and rehab to develop more affordable rental units that community partners would monitor. On the HOME side, they have much more capacity to do actual developments and new construction. Any project they expend HUD funding on requires an affordability period on the deed so they can maintain control and guarantee the house does not float with the market rate, which could lead to a homeownership opportunity for someone.

Mr. Livingston inquired if this was based on the original scope and plan developed at the beginning of the year.

Ms. Richardson responded in the affirmative. She asserted that the Annual Action Plan, which determines the budget, must be developed annually. She noted that \$1.6M (\$800,000/annually) is going toward infrastructure and facilities. We have a Richland County Utilities project that will repair sewer in a low-income area. They encouraged the non-profits to submit their facility needs. The facility improvements must either be in the county's unincorporated areas or serve the homeless population. HUD allows the County to fund facilities like the Oliver Gospel Mission or Transitions because they provide homeless services to the residents of the County. The other funding bucket is for Public Service Projects and is determined by HUD. We can only spend 15% of our award toward those programs. Those projects are listed on p. 62 of the agenda packet. She noted there were \$1.2M in requests received for the \$258,509 allowed for the Public Service projects.

As a point of personal privilege, Ms. Richardson recognized Mr. Shawn Taylor, the Community Development Coordinator, who manages the CDBG projects.

Ms. McBride recognized that we continue to fund some of the same organizations repeatedly. She pointed out numerous organizations are run by members of the underserved communities in unincorporated Richland County and do not receive funding. She inquired how the projects were selected to receive funding.

Ms. Richardson responded the level of reporting and HUD requirements make it hard for a start-up or small non-profit to manage the funds. She noted they did the largest "Notice of Funding Availability Process" she has come across from researching the past minutes. They put out a public notice on social media. They built their own webpage that included information on who was eligible, how to apply, the guidelines, and the reporting requirements. The applicants attend two (2) different education workshops to assist organizations. They invited school districts and churches to apply. A 2-step application process allowed applicants to understand how to build a good project for CDBG. One of the things that also made it difficult for some smaller organizations was that there was a minimum request of \$50,000. The rationale for the requirement is that the level of reporting necessary is labor intensive because they have to document every person served with the following information: name, address, race, and household income. Additionally, there are stringent requirements about recordkeeping and financial management. Staff did the first round to ensure all the projects were eligible. Once those who met the minimum criteria were invited back, the applications went through two (2) separate scoring committees.

Ms. McBride inquired about who reviewed the applications.

Ms. Richardson replied because there had not been a committee in place over the last few years, she looked at other counties to determine what best practices were being utilized and structured the committee based on those other counties. For the Public Service Committee, there were five (5) individuals representing the Department of Social Services, a member of the Neighborhood Improvement Program, and three (3) citizens from three (3) different districts who had backgrounds in school district accounting, scoring for Department of Education, or independently involved in the communities we would be serving. Due to the infrastructure and facilities program being so technical, they had someone from the Neighborhood Improvement Program, the Disaster Relief Manager, and the Grants Manager to score the applications.

Ms. McBride inquired if the reviews were blind reviews.

Ms. Richardson responded that how the application is structured would make it difficult to conduct a blind review or have information redacted because the organization has to show the area they would be serving. She assured the committee that those individuals who reviewed the applications had signed a confidentiality and conflict of interest statement.

Ms. McBride suggested Ms. Richardson share quarterly reports with Council to show how the program(s) proceed.

Ms. Mackey requested that staff consider conducting a work session on CDBG and HOME funding.

Mr. Livingston moved to forward to Council with a recommendation to approve, in alignment with the 2023 Annual Action Plan, the proposed allocations and projects for investment with the FY23 CDBG funds, seconded by Mr. Weaver.

In Favor: McBride, Livingston, Weaver, and Mackey

Not Present: Branham

The vote in favor was unanimous.

- d. Grants & Community Outreach – CDBG Substantial Amendments to Consolidated Plan and Annual Action Plans for Affordable Rental Housing Development – Ms. Richardson stated over the last several years Council has put money into “Operation One Touch.” During COVID-19, the program was shut down, and then the division experienced staff turnover, which resulted in the \$250,000 received annually, amassing over \$1M for “Operation One Touch.” She noted it would take approximately three years to spend the \$1M because of how much it takes to do the procurement, repair work bidding, and application processes. At most, the two people managing this program could do 20 houses per year. She recognizes there is no way they can expend \$1M by July 2024. Therefore, they have looked at another critical community need: affordable rental housing. The request is to utilize \$600,000 from “Operation One Touch” and an Economic Development program by amending the FY20 and FY21 Annual Action Plans and the Consolidated Plans associated with those action plans to acquire and rehab affordable rentals. The goal is to create six (6) rental units that would be set for 20 years at the HOME rate and be affordable for low-to-moderate households.

Mr. Livingston moved to forward to Council with a recommendation to approve the proposed Substantial Amendments to the County’s 2017-2021 Five-Year Consolidated Plan, 2020 Annual Action Plan, and 2021 Annual Action Plan. The amendments will expand the goal of creating more affordable housing for the County. Ms. Mackey seconded the motion.

Mr. Weaver inquired if they were planning to purchase or build units.

Ms. Richardson responded that they could not construct new units with CDBG funds. They would create a tight toolkit to assist entities like SC Uplift, Homeless No More, and Reconciliation Ministries in identifying property to acquire and rehab up to HUD’s required level. The entities would have to enter into a monitoring agreement with the County to guarantee that they keep the rental unit affordable for a minimum of 15 years. The county would not own the property but would be assisting a non-profit in creating the units.

Mr. Weaver pointed out on p. 70, it says, “...trends in the rental market have also made affordable rental units hard to find in Richland County.” When he met with More Justice, they said they could hardly find anything for less than \$1,000 a month. He noted the condos across the street from his office rent for \$700 a month. He inquired what Ms. Richardson deemed affordable.

Ms. Richardson replied that the federal government says a unit is not affordable if it consumes more than 30% of a household’s income. She noted the rental limits are included on p. 69 of the agenda packet.

Ms. McBride inquired who determines who the entities would rent to.

Ms. Richardson responded that the organizations must have a marketing plan, and each organization would have its own system for identifying who the houses would be going to.

Ms. McBride inquired if Ms. Richardson could provide a report with the demographics of those who receive housing. She noted data is important in assisting us with evaluation. She is thankful for the entitlement funds that ensure each County receives funds, not only the State. Richland County needs to start looking for ways to reach their communities.

Ms. Richardson noted that the County’s funds are based on the number of low-moderate income individuals in our population and that LMI families are moving outside of the City of Columbia. This means the City is seeing a decrease, and the County is seeing an increase. She indicated there will be an Annual Report in December that she will ensure is shared with Council.

Ms. Barron inquired if the assistance is available to other organizations besides the ones noted by Ms. Richardson.

Ms. Richardson responded any organization equipped to do occupancy and monitoring is welcome to apply for the funding. The organizations have to have a system to identify individuals who qualify. Then, there is the monitoring process that we require. They must be willing to do regular check-ins on the property and report to the County annually. We may be able to build this into future Annual Action Plans and have a yearly strategy to develop more rental housing. HUD requires the County to build policies and procedures. There would be educational workshops for organizations that are interested in learning more about it. There would be an application process where they could spell out how they would meet the criteria, and then there would a selection process to identify who would be part of the first wave of acquisition and rehabs.

In Favor: McBride, Weaver, and Mackey

Not Present: Branham

The vote in favor was unanimous.

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

In Favor: McBride, Weaver, and Mackey

Not Present: Branham, Livingston

The vote in favor was unanimous.

The meeting adjourned at approximately 6:45 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	June 7, 2023	Meeting Date:	December 14, 2023
Legal Review	Elizabeth McLean via email	Date:	December 4, 2023
Budget Review	Abhijit Deshpande via email	Date:	November 17, 2023
Finance Review	Stacey Hamm via email	Date:	November 17, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Subject	Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands		

RECOMMENDED/REQUESTED ACTION:

Jennifer Moore, VP of Community Impact, requests the renewal of the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

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 drafted the proposed agreement as attached.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

United Way and Palmetto Health have operated a dental clinic since the Health Department building opened in the early 1990s. In 2015, Council unanimously approved the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

At its May 07, 2019, Council unanimously approved the first extension of the 2015 lease agreement. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one-year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term. The lease will expire in 2024. United Way has expressed its desire for a second extension.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments - Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity.

ATTACHMENTS:

1. 2015 Council Consideration – Report of Action and Associated Minutes
2. 2019 Council Consideration – Agenda Briefing and Associated Minutes
3. Correspondence from the United Way
4. Draft 2023 lease agreement

Richland County Council Request of Action

Subject

Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion [**PAGES 28-34**]

Reviews

Richland County Council Request of Action

Subject: Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

A. Purpose

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

B. Background / Discussion

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3rd floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

C. Legislative / Chronological History

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

D. Financial Impact

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

Midlands Healthcare Collaborative		
Expenditures for Upfitting Eye & Dental Clinics		
Expenditures		Amount
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
Subtotal		\$ 815,368
5% Contingency		\$ 40,768
Grandtotal		\$ 856,136

MIDLANDS HEALTHCARE COLLABORATIVE			
FY15-16 Operating Budget			
Expenditures	Eye Care	Dental	Budget
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
Total Expenditures	\$ 116,698.00	\$ 943,974.00	\$ 1,060,672.00

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

E. Alternatives

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

F. Recommendation

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta
 Department: Administration
 Date: June 15, 2015

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: Bill Peters

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR AND _____ SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4TH FLOOR.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to lease 5178± sq. ft. of space on the 3rd Floor and ____ sq. ft. of space on the 4th Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Item# 6

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

First Reading:
Second Reading:
Public Hearing:
Third reading:

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" – Mr. Malinowski moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts – Ms. Dickerson moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations – Mr. Malinowski stated the action plan for violations is already addressed in the Employee Handbook. Additionally, any information that Mr. Jackson requires may be provided by the Clerk of Council's Office.

Mr. Jackson stated he made the motion in order to ensure there is accountability by upholding the rules and policies of the Employee Handbook.

The vote was in favor of the committee's recommendation to compile all County departmental policies, and forward the policies to Council for their consideration.

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and square feet of space at 2000 Hampton Street, 4th Floor [FIRST READING] – Mr. Malinowski requested Exhibits A and B be included in the agenda for Second Reading. Additionally, he expressed concern for County janitorial staff that may come into contact with blood born pathogen waste. Therefore, anything that could have blood born pathogen waste on it should be cleaned by the lessee's staff.

Mr. Malinowski moved, seconded by Ms. Dixon, to approve the item, but to amend the lease language to protect the County's janitorial staff.

Mr. Rose inquired if the needs for the eye clinic have been addressed in the lease before Council.

Mr. McDonald stated it is his understanding the needs have been addressed.

Mr. Pearce requested a friendly amendment to review the lease language instead of amending it at this time.

**Richland County Council
Regular Session
Tuesday, July 7, 2015
Page Four**

Mr. Malinowski accepted the amendment.

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized the some of the clinicians for the clinic were in the audience.

Approval of Sponsorship/Donation Payments – Mr. Malinowski stated according to the ROA the County once funds are given needs to be provided a detail description of the purposes for the money was used.

Mr. Malinowski moved to defer this item until the information is provided.

The motion died for lack of a second.

Mr. Pearce stated the purpose of the ROA was to approve the expenditure of the funds in advance and the information regarding the specific expenditure of funds will be provided when the request for the funds is presented to the Finance Department.

Mr. McDonald stated approximately a year ago the legislation changed with respect to individual and/or organization donations from local governments. The change in the legislation required that (1) Council formally appropriate the money as a line item in the budget and (2) identify the agency, group, or individual who is receiving the donation. The procedure Council developed was to appropriate the funding and agreed to come back in the fiscal year and identify them by name, which is what is before the Council tonight.

The vote was in favor of the committee’s recommendation to approve the sponsorship/donation payments, totaling \$1,690.00 made between September 2014 and December 2014.

Lease Agreement: Warehouse for Richland Library during Capital Program – Mr. Pearce stated the committee’s recommendation was to approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

Mr. Malinowski stated after reviewing the lease and speaking with the Legal Department he was informed legal suggested changes to the lease. The revised lease was forwarded to the library for review and their response has not been received by the County’s Legal Department.

Mr. Malinowski moved, seconded by Mr. Washington, to defer this item until Legal is prepared to bring the lease back to Council.

FOR

Dixon
Malinowski
Rose
Rush
Washington

AGAINST

Jackson
Pearce
Dickerson
Manning

The vote was in favor of deferral.

MD and RM-HD Zoning Districts {This item was reconsidered at the July 28th Special Called Meeting} – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

SECOND READING ITEM

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor –
Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

FIRST READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor [BY TITLE ONLY] – Mr. Pearce moved, seconded by Mr. Livingston, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Lease Agreement: Warehouse for Richland Library during Capital Program** – Mr. Pearce moved, seconded by Mr. Malinowski, to defer until the July 28th Special Called meeting. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Water Park Evaluation Committee Recommendations [EXECUTIVE SESSION]** – This item was taken up in Executive Session.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Planning Commission—1** – Mr. Malinowski stated the committee recommended appointing Mr. Ed Greenleaf. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF PINWOOD LAKE AD HOC COMMITTEE:

- a. **Richland County Public Building Use Policy Revision** – Mr. Jackson stated at the last Council meeting it was decided to incorporate the Pinewood Lake Operation Plan into the Richland County Public Building Use Policy.

Mr. Manning requested the following language in the policy be clarified: “The Decker Center ‘parking lot’ (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and on Saturday and/or Sunday)

**Richland County Council
Special Called Meeting
Tuesday, July 28, 2015
Page Four**

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

THIRD READING ITEMS

An Ordinance Authorizing a lease to United Way of Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165± square feet of space at 2000 Hampton Street, 4th Floor

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

Mr. Manning requested to amend the ordinance as follows : “...2165± square feet...”

Ms. Dickerson accepted the amendment of the square feet.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

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

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

SECOND READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ square feet of space at 2000 Hampton Street, 3rd Floor – Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

Mr. McDonald stated for the record staff is still in negotiations with Columbia Area Mental Health on the exact square footage.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Magistrate – Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge** – Mr. Malinowski inquired about the difference in salary for the Arcadia Lakes Municipal Court Judge and the Town of Eastover Municipal Court Judge if the function of the jobs are the same.

Mr. McDonald stated the reason for the difference is the case load of the different municipalities.

- d. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas [N. JACKSON]
- e. United Way Lease Agreement Renewal – 2000 Hampton St.
- f. Corley Construction, LLC Payment Authorization
- g. Mountainbrook Ditch Stabilization Project
- h. Award for Mobile Home Park Demolition – Percival Road
- i. Airport Overnight EAA Camping Event Request

Ms. Dickerson moved, seconded by Ms. Myers, to approve the Consent Items.

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

The vote in favor was unanimous.

Ms. Myers moved, seconded by Ms. Dickerson, to reconsider Item 14(h): “Award for Mobile Home Park Demolition”

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

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, “Health Massage, Bodywork Therapists, and Massage Establishments” – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

Mr. Malinowski requested that staff provide him all of the cases cited on p. 281, so he can review them.

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

The vote in favor was unanimous.

16. **SECOND READING ITEMS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina

Regular Session
May 7, 2019

-5-

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Ashiya Myers, Assistant to the County Administrator
Department: Administrator
Date Prepared: April 09, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 09, 2019
Budget Review	James Hayes via email	Date:	April 09, 2019
Finance Review	Stacey Hamm via email	Date:	April 09, 2019
Other Review:	Brittney Hoyle-Terry, Risk Manager, via email	Date:	April 09, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	United Way Lease Agreement Renewal - 2000 Hampton St		

Recommended Action:

Staff recommends renewing the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Motion Requested:

I move to accept staff’s recommendation to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Request for Council Reconsideration: Yes

Fiscal Impact:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

Motion of Origin:

n/a

Council Member	
Meeting	
Date	

Discussion:

The lease agreement entered on July 28, 2015 expires this year. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term.

Risk Management and the County Attorney's office have not identified any reason/cause to deny renewal of the lease.

Attachments:

1. Current Lease Agreement
2. Unexecuted Lease Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd and 4th Floor)
(Community Partners of the Midlands, LLC, a
corporation of the United Way of the Midlands)

This Lease Agreement entered into on this the 20th day of JULY, 2015, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 7343± sq. ft. of such Property to the Lessee for use as an eye and dental clinic, which will include 5,178± sq. ft of space on the third floor and 2165± sq. ft. of space on the fourth floor; and

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement (the “Previous Lease”) for space on the third floor of the Property, for use as an eye clinic; and

WHEREAS, the Lessee desires to lease property from the County for expansion of the eye and dental services already being provided at the Property; and

WHEREAS, the County requires Lessee to relocate the current eye clinic space; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 5,178± square feet of space on the 3rd Floor of the Property and 2165± sq. ft. of space on the 4th Floor of the Property, as is further described on Exhibits A and

B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

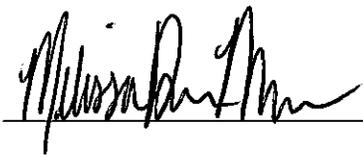
17. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

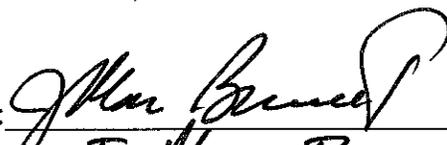
b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:



**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: 
Name: J. Mac Bennett
Its: CEO

Witnesses as to Richland County:



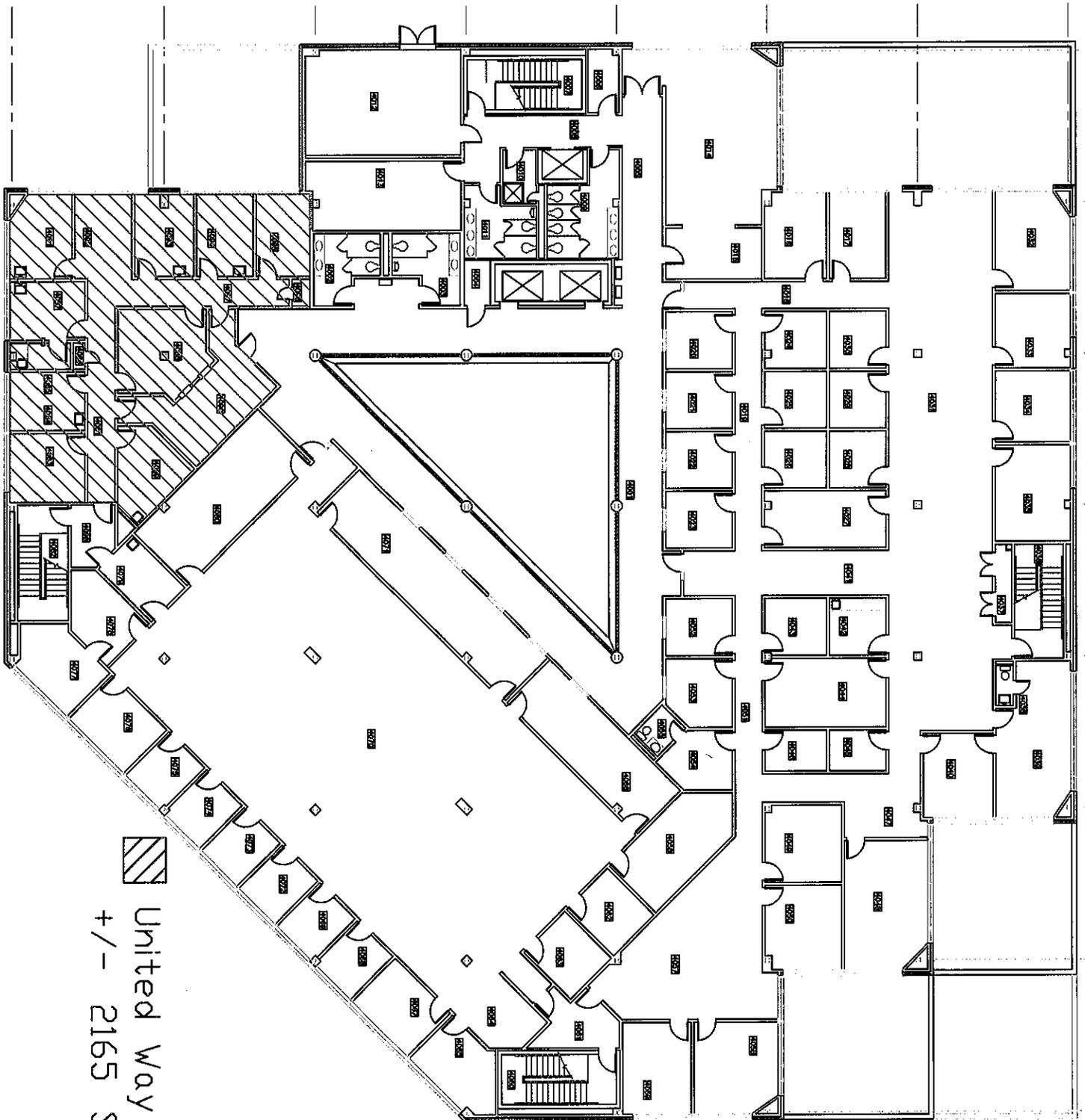
**RICHLAND COUNTY,
SOUTH CAROLINA**

By: 
Name: Torrey Rush
Its: County Council Chair



3rd Floor
Exhibit A

 Occupied Space
 United Way Space
 +/- 5178 SQ. FT




 United Way Space
 +/- 2165 SQ. FT

4th Floor Exhibit B

STATE OF SOUTH CAROLINA) FIRST EXTENSION OF THE LEASE AGREEMENT
) (2000 Hampton Street – 3rd and 4th Floor)
 COUNTY OF RICHLAND) (Community Partners of the Midlands, LLC, a
 corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the _____ day of _____, 2019, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, with expires in 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

2. In all other respects, the Lease Agreement shall remain in full force and effect.

3. This Extension may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

4. This Extension and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: Paul Livingston

Its: County Council Chair

indicates simply removing the salary history question does not adequately address wage differenced based on gender.

Mr. Malinowski moved, seconded by Mr. Walker, to forward to Council with a recommendation to receive the analysis as information, as well as, support fair hiring practices.

Ms. Myers stated, for clarification, Human Resources based the analysis on one study that there was not enough evidence from that study to suggest that banning that information in the application hiring program did not seem to advance the cause. She inquired if they looked at anything that suggested otherwise.

Ms. O'Berry stated they found studies that had theories one way or the other, but not have not found any definitive proof that there was a positive influence on women. They felt there were a lot more pieces to the puzzle that needed to be added rather than just taking salary history off, if Council wanted to head in this direction.

Ms. Myers stated she knows you have this study that says it does not help, and in some cases, has hurt. Do we have evidence that says having the information has hurt?

Ms. O'Berry stated they have not found any conclusive national studies that would help us to say that it actually helped or hurt at the level they would like to see. One of the major points Mr. Hanna was trying to make was that, if we were to move forward, we would need to do some other things. For example, train our managers on how to figure out a salary, when they do not have a salary history. Banning the box, without putting more investment in to teaching our managers how to determine salaries upfront, we could possibly be hurting/helping people.

Ms. McBride inquired if Ms. O'Berry contacted any other counties or states that are currently not putting the salary on the application.

Ms. O'Berry stated they did not.

Ms. McBride stated it might be good if we could see their perspective, in terms of, we have done it for the last "XXX" number of years, and these are the results that could help us. She requested that this item be held in committee until we receive additional information regarding what other counties are doing.

Ms. Terracio stated she recognizes that there is no one magic bullet that is going to fix the historic wage gap that has persisted over the years. This could be one thing, and perhaps when we look at our Total Rewards Program, we could look more holistically at proactive steps to be an employer that closes the gap.

Mr. Malinowski moved, Ms. McBride, to defer this item until the May committee meeting.

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

The vote in favor was unanimous.

- d. **United Way Lease Agreement Renewal – 2000 Hampton St.** – Ms. A. Myers stated the lease agreement before you, was signed by a previous Council Chair. The lease agreement was drafted by the Legal Department, and they do not suggest any changes to the document. Nor does the Risk Management Department.

Mr. Malinowski inquired if any audit has been conducted on the Community Partners of the Midlands, LLC.

**Administration and Finance
April 23, 2019**

-3-

Ms. A. Myers stated, to her knowledge, there has not been one.

Mr. Malinowski stated the organization is referenced as “Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands)” and as “United Way of the Midlands.” He stated it needs to be consistent throughout the document.

Ms. McBride inquired if they are maintaining the space they have, or are they requesting additional space.

Ms. A. Myers stated she did not have a request for additional space. It should be the exact same agreement.

Ms. McBride inquired if all of this space is being utilized.

Ms. A. Myers, to her knowledge, it is. The building has been fitted specifically for the clinics.

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

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

The vote in favor was unanimous.

- e. Corley Construction, LLC Payment Authorization – Mr. Voigner stated staff is recommending authorization of payment in the amount of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

Mr. Malinowski inquired as to when it was known this cost would exceed the \$100,000, and the need to bring it to Council.

Mr. Phipps stated Ms. Kecia Lara resigned and this got overlooked. He stated they can avoid the penalty if we pay it before April 30th. The penalty is \$441.

Mr. Malinowski stated the problem is this has to move to Council, which will be May 7th, so he does not know how we can avoid that.

Mr. Malinowski moved, seconded by Ms. Myers, to forward this to Council with a recommendation to authorize payment of \$29,456.15 to Corley Construction, LLC for completed demolition work.

Ms. Myers offered a friendly amendment that we have the Legal Department to get in touch with Corley Construction and make them aware of the omission and see if they will give us an extension.

Mr. Malinowski accepted the friendly amendment.

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

The vote in favor was unanimous.

UNITED WAY OF THE MIDLANDS

1818 Blanding Street
Columbia, SC 29201
803.733.5400
uway.org



November 17, 2023

Leonardo Brown, MBA, CPM
County Administrator
Richland County Government
2020 Hampton Street
Columbia, SC 29204

Dear Administrator Brown,

United Way of the Midlands (D/B/A Community Partners of the Midlands, LLC) is requesting renewal of our lease at 2000 Hampton Street third and fourth floors for our WellPartners free dental and eye clinics.

We operate WellPartners as an LLC and provide free care for adults and children without insurance at or below 200% poverty in the Midlands area. Last year, we provided 5,842 patient visits. This critical dental and eye care would be unattainable for most of our patients without WellPartners. We are requesting renewal of our lease with the current terms.

Thank you for your continued partnership to improve lives in the Midlands. Please reach me at (803) 733-5410 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara S. Fawcett".

Sara S. Fawcett
President & CEO

STATE OF SOUTH CAROLINA) SECOND EXTENSION OF THE LEASE AGREEMENT
) (2000 Hampton Street – 3rd and 4th Floor)
 COUNTY OF RICHLAND) (Community Partners of the Midlands, LLC, a
 corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the _____ day of _____, 2023, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, and a First Extension of the Lease Agreement on July 10, 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions via this Second Extension;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.
2. In all other respects, the Lease Agreement shall remain in full force and effect.
3. This Extension may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Extension and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: Overture Walker

Its: County Council Chair



Agenda Briefing

Prepared by:	David Pitts Jr.	Title:	Division Manager
Department:	Public Works	Division:	Stormwater Management
Date Prepared:	November 16, 2023	Meeting Date:	December 14, 2023
Legal Review	Patrick Wright via email	Date:	November 22, 2023
Budget Review	Abhijit Deshpande via email	Date:	November 21, 2023
Finance Review	Stacey Hamm via email	Date:	November 20, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Contract Award - Hickory Ridge Stormwater Conveyance System Upgrades Project		

RECOMMENDED/REQUESTED ACTION:

The Stormwater Management Division recommends approval to award the contract for grant administration, construction administration, and engineering design of Hickory Ridge Stormwater Conveyance System Upgrades to Woolpert for a bid of \$732,600.

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 portion of the project (design/construction administration/grant administration) is budgeted in the Stormwater Management Division's Matching Funds Capital Account 1208302200-5382. The current bid is less than the allocated funds of \$970,313 by \$237,713.

Applicable department/grant key and object codes: 1208302200-5382

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Proposals RC-613-P-24 was issued on September 15, 2023. The due date for submissions was October 20th, and there were three (3) submissions. An evaluation team selected for their experience, qualifications, and vested interest scored the proposals which resulted in Woolpert, Inc. being the highest ranked offeror.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

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

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County requested a proposal for grants administration, construction administration and engineering design to use matching funds for SCIP awarded grant funds to upgrade the existing stormwater conveyances to improve water quality in the Hickory Ridge development. These services use the Watershed and Flood Mitigation study recommendations completed in 2021.

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

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

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

Once the project is awarded, the procured engineer (Woolpert) will begin design work for an estimated 180 days and assist with grant administration as needed. The deliverables will be design as built plans of upsized and newly installed drainage networks, wider channels with shallow slopes, the addition of oil/grit separators to address flooding issues and improving water quality in the existing area.

The ordinances this request proposal fulfill is Sec. 26-202(6)c Stormwater Management and SWPPPs and Sec 26-203(5)(7) NPDES Municipal Separate Storm Sewer System (MS4) Program. Richland County will assist in performing maintenance to accepted drainage in this area with documented maintenance agreements and easements. Using the awarded SCIP Grant funding, will provide additional resources for construction. This post-construction capital improvement project and water quality controls for the impaired water bodies identified on the 303(d) list in this area, will aid in reducing pollutant discharge to nearby Waters of the State while ensuring BMPs operate as designed.

The strategic initiative for this project is to help existing Richland County residents with flooding issues and installation of best management practices (BMPs) throughout the drainage infrastructure to improve water quality and provide a positive impact on the health and well-being of local ecosystems and communities.

This project will help existing Richland County residents with localized flooding issues and recommended management strategies selected (Low Impact development and Green Infrastructure) to improve water quality and habitat capabilities.

If denied, the residents/area will continue to flood during most storm events. Moreover, outdated infrastructure could become unfunctional and both watersheds (Mill Creek and Cabin Creek), which are on the state 303(d) list with impairments, will not benefit in improving water quality to meet state standards to the maximum extent practicable. This is an older 1970s built out community with limited right of way. Upgrading current pipes, installing BMPs for water quality and addressing localized flooding will make the best use of the current right of way area.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The Richland County's Strategic Plan goals, objectives, and initiatives associated with this proposal are Goal 4 (Plan for Growth Through Inclusive and Equitable Infrastructure/Objective 4.1, 4.2) and Goal 5 (Achieve Positive Public Engagement/Objects 5.2). This proposed project is one of Stormwaters listed capital projects identified from the list of GIS hot spot areas noted throughout the county having critical infrastructure needing improvements. Using a project racking system, we were able to develop a capital improvement plan that identifies the needs of critical infrastructure, while also using an awarded SCIIP grant to help us provide the resources needed to implement drainage networks and watershed water quality improvements.

Goal 5 (Achieve Positive Public Engagement/Objects 5.2) will be met throughout this proposed project by developing public meetings and outreach that will educate the communities stakeholders and public of its benefits and the services Richland County Public Works and Woolpert will provide in daily processes. Once the project is complete, additional outreach using Richland County's media outlets will ensure messages boost morale, build target audiences media relations and provide technical information to communicate the County's efforts in service and projects with its citizens.