

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, FEBRUARY 23, 2021

6:00 PM

ZOOM MEETING

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Overture Walker

County Council District 8

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

February 23, 2021 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Bill Malinowski
2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. Regular Session: December 17, 2020 **[PAGES 7-10]**
3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski
4. **ELECTION OF CHAIR**
5. **ITEMS FOR ACTION**
 - a. Southeast Water and Sewer Project – Hopkins Magistrate - Change Order 1 - TCO Construction **[PAGES 11-19]**
 - b. Sewer Availability - Savannah Wood Phase II **[PAGES 20-25]**
 - c. Sewer Availability - Cabin Creek Place **[PAGES 26-30]**
 - d. Sewer Availability - Congaree Project **[PAGES 31-35]**
 - e. County Purchase Card Program **[PAGES 36-86]**
 - f. Kneece Rd Sidewalk Award **[PAGES 87-98]**
 - g. Wildewood Roads Repair/Resurfacing Award **[PAGES 99-105]**
 - h. Spring Park Dr & Greenhill Parish Pkwy Sidewalk Design Award **[PAGES 106-109]**
 - i. Sonoco Recycling Contract Extension **[PAGES 110-138]**

6. ADJOURN



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



Richland County Administration and Finance Committee
December 17, 2020 -6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair, Bill Malinowski, Yvonne McBride,

OTHERS PRESENT: Paul Livingston, Allison Terracio, Michelle Onley, Ashiya Myers, John Thompson, James Hayes, Tamar Black, Ashley Powell, Dwight Hanna, Angela Weathersby, Kerry L. Smyer, Ronaldo Myers, Jennifer Wladischkin, Randy Pruitt, Stacey Hamm, Michael Maloney, Brad Farrar, Leonardo Brown, Sandra Haynes, Bill Davis, Geo Price, Lori Thomas, Jani Hussain, Michael Byrd, Kyle Hosclaw, and Elizabeth McLean.

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **Regular Session: November 19, 2020** – Ms. McBride moved, seconded by Ms. Dickerson to approve the minutes as distributed.

In Favor: Malinowski, Dickerson, McBride

Not Present: Walker, Myers

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Brown requested Item 4(a) be deferred for additional information.

Ms. McBride moved, second by Mr. Malinowski, to adopt the agenda as published.

In Favor: Malinowski, Dickerson, McBride

Not present: Walker, Myers

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**
 - a. **Atlas Road Community Park Professional Services Contract** - Mr. Malinowski moved, seconded by Ms. McBride, to defer this item until staff has the additional information.

In Favor: Malinowski, Dickerson, McBride

Not Present: Walker, Myers

**Administration & Finance Committee
December 17, 2020**

-1-

The vote in favor was unanimous.

- b. Richland School District One's Intergovernmental Agreement (IGA) to connect to the Southeast Sewer and Water Expansion Service – Mr. Malinowski stated Ms. Myers always had quite a bit of discussion to ensure the school district is in line with what the County is trying to do. He inquired if anyone from staff or the committee has heard from Ms. Myers on.

Ms. Dickerson responded that she had not heard anything from Ms. Myers regarding this item.

Mr. Brown responded he had not had a discussion with Ms. Myers, he could address the Mr. Malinowski's questions.

Mr. Brown stated, at the last Council meeting, when we discussed this item, Council communicated the School District needed to add the additional \$500,000 in funding. The School District also needed to include in the IGA the understanding that once the lagoons were drained, if the funding received did not wholly cover the cleaning of that lagoon, the School District would be responsible for the excess costs. The School District received a letter from Mr. Brown. The School Board reviewed the information and responded in writing. The correspondence is included in the agenda packet. The School District communicated they were willing to pay the additional funds, as well as any excess funds required to clean the lagoons to comply with DHEC's requirements. The School Board asked for a specific amount, but we cannot provide that until the lagoons are drained and we know if there is any contamination. The School Board agreed to both of those conditions.

Mr. Malinowski inquired if the IGA was created by the County's Legal department.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired if it is up to the School District to sign the IGA.

Mr. Brown responded in the affirmative.

Mr. Malinowski moved, seconded by Ms. McBride, to approve the staff's recommendation to accept the IGA and forward it to the School District for their signatures.

Ms. Dickerson stated it was her recollection the School District agreed to pay \$250,000.

Mr. Brown responded the amount they have agreed to pay \$500,000 for a total of \$2,500,000.

Mr. Malinowski noted, if the School District signs the agreement, they will also agree to pay any additional costs after the lagoons are drained.

In Favor: Malinowski, Dickerson, McBride

Not Present: Walker, Myers

The vote in favor was unanimous.

Ms. Dickerson noted staff has requested to add this item to the Special Called Meeting agenda tonight due to the item being time-sensitive.

**Administration & Finance Committee
December 17, 2020**

-2-

- c. Request for Sewer Availability Approval for a Proposed Development on Old Tamah Road, Irmo, SC29063 Tract (Tax # R03500-04-41) – Mr. Malinowski moved, seconded by Ms. McBride, to approve for discussion.

Mr. Malinowski stated, under the “Strategic & Generative Discussion”, the first sentence reads “would like to provide reliable and higher-level sewer service to this proposed development”. Mr. Malinowski inquired as to what a higher-level sewer service is. He thought the County provide equal service to all residents.

Mr. Davis responded this is typical language. The subdivision does not exist, so higher-level would be not be a septic system, but a gravity sewer system.

Mr. Malinowski stated he has been dealing with staff saying “this is typical language” for a while. He believed we need to get away from “typical language” and use Richland County language. A higher-level of sewer service led him, and possibly others, to believe they are getting something others will not. He would think that “would like to provide reliable sewer service” would be adequate in this case. Additionally, the next paragraph states, “The County Council has not taken any action on this development previously.” He inquired if this is a development that is being developed in conjunction with current zoning or is there going to be re-zoning request.

Mr. Brown responded, when developments are coming on board, Council members are not routinely aware. As a result, there are concerns about development going up without notice. Part of the sewer availability process we are providing now is to bring Council an awareness of these developments, so you will not be in a situation where you are not aware of a new development. This has been a part of the normal process, the only reason you are seeing it now is, because under his administration, he communicated about being more aware and providing Council more information.

Dr. Thompson added, when staff does research and these developments come online, staff has given out the sewer availability letter. The issues is, once the development comes online, the County is accepting assets from these developments. Once we accept those assets, we take full responsibility to make any repairs and maintenance. If anything breaks, we have to bring it back to Council. So for us, it is to let Council know on the front end about these new developments, so once we accept these assets you are fully aware of the assets we are accepting. Only Council can accept these assets, not staff.

Mr. Malinowski stated he understands what staff is saying, but it still leaves his question unanswered. You can tell Council a development is being considered for a particular area, and if they have requested sewer service, the County would want to give them a letter that service is available. If the County gives the developer a letter stating sewer capacity is available for their development, but the development needs to have a re-zoning approved, we need to know that first. You may be giving a commitment for capacity, but the re-zoning may never be approved.

Ms. Powell responded there is no rezoning necessary for this development.

Ms. McBride inquired as to what staff’s recommendation was.

Mr. Malinowski stated staff’s recommendation is “County Council approve the issuance of a sewer availability letter for the development.”

**Administration & Finance Committee
December 17, 2020**

Ms. Dickerson stated she approves this process because she has been bringing this to staff's attention for a while. A lot of times, Council members learn of things on the backend, and they do not know about things going on in their districts.

Mr. Malinowski stated he would like to know when a development is taking place, even if they will be utilizing a septic system and not the sewer system.

In Favor: Malinowski, Dickerson, McBride

Not present: Walker, Myers

The vote in favor was unanimous.

Ms. Dickerson noted this item will also be forward to the Special Called meeting tonight.

She also thanked everyone for allowing her to be the Chair of the A&F committee since this would be her last meeting. She thanked the staff for their unwavering support.

5. **ADJOURNMENT** - The meeting adjourned at approximately 6:22 PM.



Agenda Briefing

Prepared by:	Jessica Mancine	Title:	Manager
Department:	Utilities	Division:	Administration
Date Prepared:	May 22, 2020	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 10, 2021
Budget Review	James Hayes via email	Date:	February 16, 2021
Finance Review	Stacey Hamm via email	Date:	February 16, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance Committee		
Subject:	Southeast Sewer project change order for installation of sewer tank with grinder pump and connection to the new Magistrate's Office		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of Change Order 1 to TCO Construction to include the addition of a 1000-gallon tank with a grinder pump and a 4" service line install to connect the new Hopkins Magistrate's Office at Lower Richland Boulevard while working on the construction of the Southeast Sewer and Water Expansion Project.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Connecting the Magistrate's Office during the construction will cost an additional \$13,000 to the Division 3 project, which will include the pump and tank as well as the connection to Richland County's sewer main. This is a cost saving of \$12,000 from the original design of constructing the drainfield and tank for \$25,000. The cost of this Change Order will be funded from the construction funds of the Magistrate office by the Operational Services to pay the PO increase for TCO Construction. The Operations service account used is 1337995000.532200/13371860.532200.

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

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The newest Magistrate Office construction occurred in an area of Lower Richland with poor soil condition, which prohibits water absorption through the drain field system. Unfortunately, this is problematic for the new Magistrate facility that included in its original project design a septic tank and a drain field. If the County continues with the original project design, it would cost the County more money to maintain the drain field in this poor soil condition. However, the SE Sewer and Water Expansion Project (SESWP), which began after the construction of the Magistrate Office, will provide the necessary relief to the drainage issue, as the SESWP will install sewer lines to convey the waste from the facility to the Eastover Wastewater Treatment Facility. Moreover, per regulations of the South Carolina Department of Health and Environmental Control, a facility or residential home is required to connect to the public sewer system if available.

Operational Services and Utilities staff held several meetings to discuss changes to the septic system for the Magistrate Office to connect once the SE Sewer and Water Project was approved and funded. The septic tank is required to ensure that the facility restrooms can operate during any force main break or outage. The 1000-gallon tank with a grinder pump is sized per engineering requirements to connect the Magistrate’s Office to the force main that is being constructed along the Lower Richland Boulevard. The installation of a 1000-gallon tank with a grinder pump will also eliminate the need to install the drain field that was originally designed for the Magistrate’s Office costing \$25,000. The savings of approximately \$12,000 are put back to be used for other changes at the Magistrate Office. The operation and maintenance of the septic tank and grinder pump will be the responsibility of the building services.

The Operational Services will pay for this change order of \$13,000 from Magistrate office construction account GI-1337995000.532200/13371860.532200.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The equipment installation is on-hold pending approval of Council.

ATTACHMENTS:

1. Changer Order Request by the contractor with Engineer approval.
2. Specification of the grinder pump

CHANGE ORDER

**RICHLAND COUNTY GOVERNMENT
2020 HAMPTON STREET
COLUMBIA, SC 29204**

Change Order #: 1

Contract No: CN200032

Project: SE Sewer/Water Project Div 3

Contractor: TCO Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

Item	Description	Add	Delete	Unit Price	Contract Increase	Contract Decrease
1	installation of 1000 gallon tank grinder pump with 4" service line for Magistrate's office				13000	
TOTALS		0.00	0.00		\$	\$
NET CONTRACT INCREASE/DECREASE					\$13,000.00	\$0.00

CHANGE TO CONTRACT VALUE:

Original Contract Price: \$ 5,822,022.04

Current Contract Price after previous change orders: \$ 5,822,022.04

The contract price will be

increased by: +\$ 13,000.00

decreased by: -\$

The new Contract Price will be: \$ 5,835,022.04

CHANGE TO CONTRACT TIME:

Contract time will be increased / decreased by: 0 Calendar Days

The new date for completion of all work will be: _____

Requested By: **Jessica Mancine** Date: 5/8/2020


Signature

Recommended By (Engineer): **Joel E Wood & Associates** Date: 5/8/2020


Signature

Recommended By (COR for Richland Co.): **Tariq (Jani) Hussain** Date: 5/8/2020


Signature

Accepted By (Contractor): **TCO construction Inc** Date: 5/11/2020


Signature

Accepted By (Richland County Administrator): _____ Date: _____

Signature

-copy-

CONTRACT CHANGE ORDER

Project: SE Richland County Sewer + Water System Expansion - Div. 3
Date: 4/27/2020 SRF No.: 574-20
Contractor: TCO Construction Owner: Richland County Utilities
Contract No.: RC-293-B-2020 Change Order No.: 1

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

Installation of one 1,000 gallon tank grinder pump with 4" service line for the Magistrate Office. This item was not included in the original bid.

Please attach cost documentation with associated changes (show increase and decrease in contract price).

Original Contract Price:	\$ 5,822,022.04
Change in Contract Price due to this Change Order:.....	\$ 13,000.00
Total Decrease of this Change Order:.....	\$ _____
Total Increase of this Change Order:.....	\$ 13,000.00
Net (increase)(decrease) in Contract Price:.....	\$ + 13,000.00

1. Is proposed change an alternate bid? yes no
2. Will proposed change alter the physical size of the project?
If yes, explain. yes no
3. Effect of this change on other prime contractors: —
4. Has consent of surety been obtained? yes n/a
5. Will this change affect expiration or extent of insurance coverage?
If yes, will the policies be extended? yes no

The sum of \$13,000.00, is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$5,835,022.04.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: yes/no \$/days _____

Total \$ —

Recommended by [Signature] 4-27-20
Engineer Date

Accepted by [Signature] 4-28-20
Contractor Date

Approved by [Signature] 04/28/2020
Owner Date

LSG200-SERIES

Omnivore® Grinders

Liberty Pumps®

A Family and Employee Owned Company



2 hp

1-1/4" Discharge

Features

- Patented V-Slice® Cutter Technology
- One-piece uni-body casting
- Stainless-steel impeller
- Quick-connect power cord
- Internal or external capacitor models available



No Exception Taken
Rejected
Revise and Resubmit

Make Corrections Noted
Submit Specified Item

Checking is on for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and satisfactory performance of his work.

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

Date 04/23/2020

By Joel E. Wood

Joel E. Wood
04/23/2020

Patent: See
www.LibertyPumps.com/patents



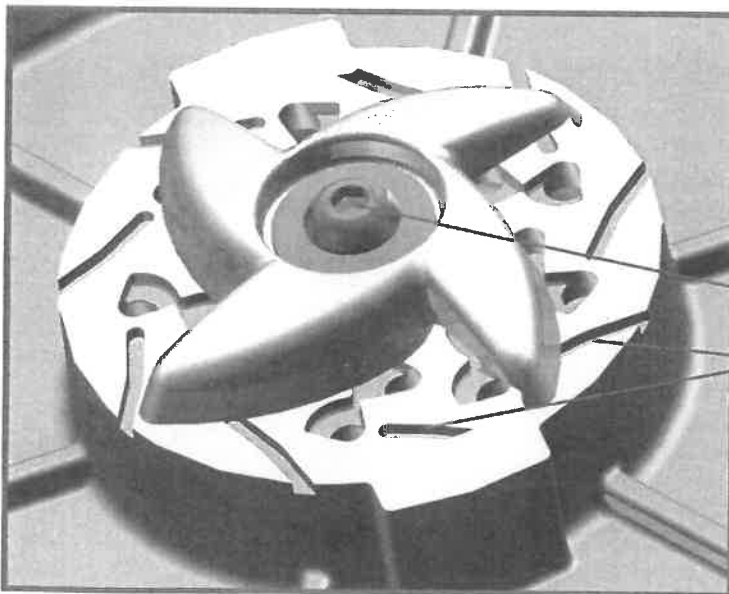
LSG200-Series

Liberty Pumps LSG200-Series Grinder Pumps meet the demanding needs of commercial and residential sewage applications where difficult solids handling ability is crucial. The LSG200-Series features a superior cutting system made of hardened 440 stainless steel – Rockwell C 58, for shearing solids into small particles prior to being passed to the discharge by the impeller under high pressure. Applications include individual or groups of homes, motels, schools, shopping centers, lakefront developments and systems requiring high pressure sewage pumping.



Features

- 2 hp, heavy-duty motor – oil-filled, thermally protected
 - Upper and lower ball bearings
 - One-piece uni-body cast iron housing
 - 300 Series SS rotor shaft
 - 316 Stainless-steel impeller
 - Dual seals – Upper seal is unitized durable silicon carbide. Lower seal is Viton® double-lip. (Lower seal ensures that all debris is kept away from upper seal)
 - Motor windings insulated to Class B (130°C)
 - Advanced V-Slice® Cutter Technology made of hardened 440 stainless steel – Rockwell C 58
 - Horizontal 1-1/4" FNPT discharge
 - Back vanes on impeller and spiraled bottom plate for superior solids clearing
 - Stainless-steel fasteners
 - Clog-free volute design
 - Designed for maximum heat dissipation and cool motor operating temperatures
 - Solid state starting circuit - no mechanical relay coil
 - Quick-connect 25' power cord
 - Piggyback plug with wide-angle float switch (on automatic model) eliminates need for expensive panel
- Viton® is a registered trademark of DuPont Dow Elastomers LLC.



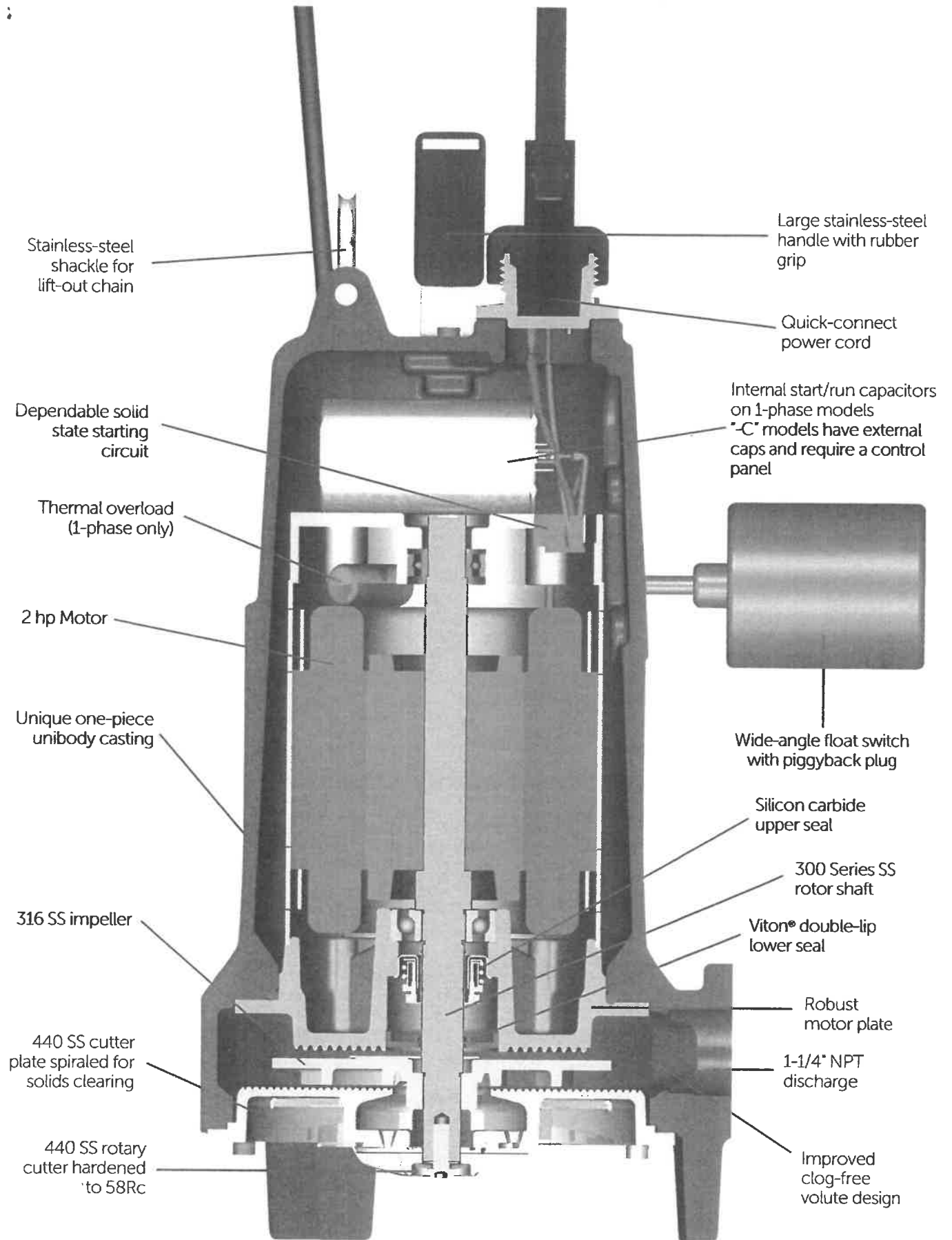
V-Slice® Cutter Technology

Superior cutting system provides improved shredding performance over radial cutters. V-pattern provides up to 108 alternated cuts per revolution. Entire cutting system made of 440 stainless steel hardened to 58Rc.

Recessed cutter bolt eliminates wadding

Exclusion cleanout slots and back relief clears debris from under cutter

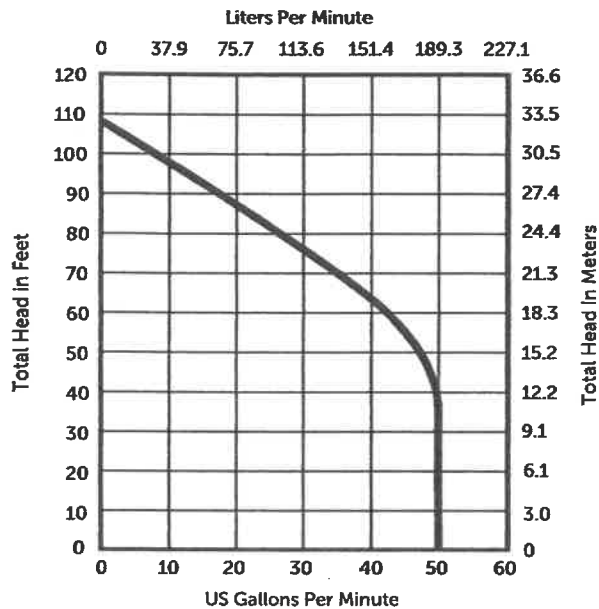
Patent: See
www.LibertyPumps.com/patents



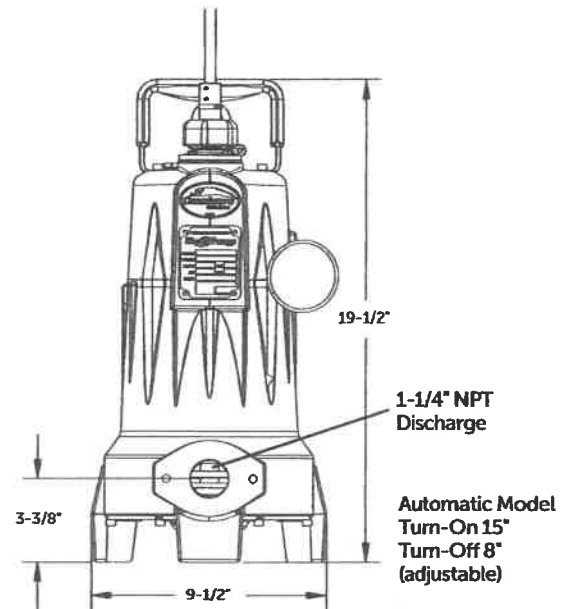
LSG200-Series

Performance Curve

60 Hz, 3450 RPM



Dimensional Data



Models

MODEL	HP	VOLTS	PHASE	HZ	AMPS	LOCKED ROTOR AMPS	DISCHARGE	FLOAT SWITCH	WEIGHT
LSG202A	2	208-230	1	60	15	53	1-1/4"	Yes	86 lbs
LSG202A-5-Y	2	208-230	1	60	15	53	1-1/4"	Yes	86 lbs
LSG202M	2	208-230	1	60	15	53	1-1/4"	No	84 lbs
LSG202M-C	2	208-230	1	60	15	53	1-1/4"	No	84 lbs
LSG203M	2	208/230	3	60	10.6	62	1-1/4"	No	84 lbs
LSG204M	2	440-480	3	60	5.3	31	1-1/4"	No	84 lbs
LSG205M	2	575	3	60	4.9	31	1-1/4"	No	84 lbs

1-phase models are thermally protected. 3-phase models require a properly sized control panel. Maximum fluid temperature 140° F.
 *Models with "Y" suffix feature 50' integrated y-cord with float switch and bare leads.

LSG202M and LSG202A feature internal capacitors and do not require a separate control panel for operation. LSG202M-C features external capacitors, requiring a panel with appropriately sized start and run capacitors.

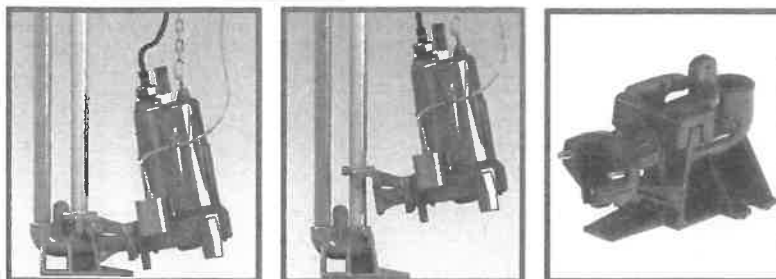
Options for LSG202M-C: External Cap Grinder

MODEL	DESCRIPTION
K001316	Start/Run Capacitor Kit for retrofit in existing panels
SXHC24=3-3	Simplex NEMA 4X Panel with start/run capacitors
AE24HC=3-3	Duplex NEMA 4X Panel with start/run capacitors

For complete panel specifications, see SX or AE-series literature.
 25' cord standard on all models. LSG202M-C features 35' cord standard. Y-cord models have a 50' cord.

GR20 Guide Rail Base

(GR20 option sold separately)



- Cast Iron construction
- Single 1-1/4" guide rail pipe design
- Auto alignment feature
- GR20 works only with LSG-Series pumps
- Upper rail support bracket

Specifications subject to change without notice.

Copyright © Liberty Pumps, Inc. 2020 All rights reserved. LLIT003200-R04/20

Liberty Pumps - 7000 Apple Tree Avenue - Bergen, New York 14416
 Phone 800-543-2550 - Fax 585-494-1839 - LibertyPumps.com



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	January 04, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval for a Proposed Development for Savannah Wood Phase II, Hopkins, SC 29061 Tract (TMS R21900-06-14) / CAP E-2020007		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued (see attached). Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 11 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). At build-out, the developer will pay a sum of \$260,000 in sewer tap fees. In addition, the customers will pay monthly sewer charges of \$55.68 per home, totaling up to \$3,619.20 per month ($\$55.68 \times 65 = \$3,619.20$).

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information regarding this development was generated on October 6, 2020, when staff received a request from the Civil Engineering of Columbia (CEC) for sewer availability for the proposed development. The proposed development consisting of 65 single-family residential lots is located at Rabbit Run and Lower Richland Blvd, Hopkins, SC 292061 (see Figure 1, a and b). The 65 single-family residential lots will generate an average daily flow of 19,500 gallons per day (GPD) of wastewater. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater.

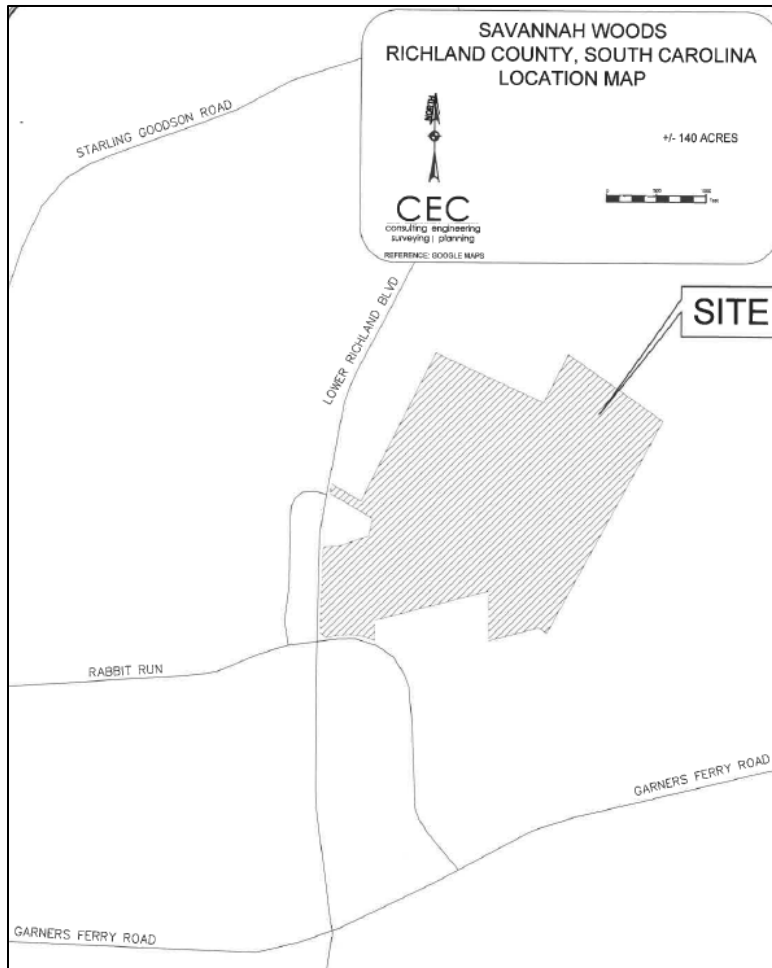
Upon completion of Phase 1 of the Southeast Sewer System project, RCU will treat the wastewater at the Eastover Wastewater Treatment Plant. If the County Council denies the request for connection to the Richland County sewer system, the developer will be required to build individual septic tanks for each lot, and no additional sewer infrastructure or fees will be provided to the County.

The table shown below summarizes the project.

Project name	Project address	TMS	Number of Units	Tap Fee Revenue	Monthly Revenue	Meets Zoning Requirements?	Notes
Savannah Wood Phase II	At Rabbit Run and Lower Richland Blvd, Hopkins, SC 292061	R21900-06-14	65	\$260,000	\$3,619.2	Yes, see attached	Phase I of this project was approved and is under construction

Figure 1: Location of the Proposed Development: TMS# R24500-06-10

a.



b.



ATTACHMENTS:

1. Willingness to serve letter
2. Zoning Letter



**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063

October 8, 2020

Bill Flowers
CEC
3740-A Fernandina Rd
Columbia, SC 29201

Re: Sewer Availability Letter
Savannah Wood Phase II
TMS # R21900-06-14

Dear Mr. Flowers,

In response to your preliminary submittal on October 6, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities currently has capacity to serve up to 65 REUs (19,500 GPD) for the development's sewer needs through the year 2021. The additional capacity will be available when the Southeast Sewer System under construction is complete. The discharge location will be at the manhole intersection of Trotter Road and Garners Ferry Road.

Your request has been entered into our Capacity Assurance Program as CAP E-2020007 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon approval, you will be able to submit plans and specifications following our Delegated Review Program.

The availability is valid for twelve (12) months from the date of County Council approval. If you have any questions, please contact me at 803-401-0043.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sahad Khilqa", is written over a blue circular stamp.

Sahad Khilqa, Ph.D
Sanitary Engineer

Cc: William H. Davis, PE, Director of Utilities
Tariq Hussain, Deputy Director of Utilities



2020 Hampton St., 1st Floor
Columbia, SC 29204-1002
Phone: (803) 576-2190
Fax: (803) 576-2182
www.rcdev.us

January 08, 2019

CIVIL ENGINEERING OF COLUMBIA
3740A FERNANDINA RD
COLUMBIA, SC 29210

RE: Savannah Wood
RCF # SD18-010
TMS # R21900-06-14

Dear CIVIL ENGINEERING OF COLUMBIA:

The above referenced project entitled "**Savannah Wood**", **dated 3/15/2018 with revisions through 12/19/2018**, has been reviewed and APPROVED in accordance with Section 26 of the Richland County Land Development Code.

For a land disturbance permit, go to
<http://www.rcgov.us/DevServ/ConstructionIndustry/EngineeringInspections.aspx>

For subdivision information, go to
<http://www.rcgov.us/DevServ/StepbyStepProcess/PermitsandApprovals/PlanApprovalInfo.aspx>

Sincerely,

Staff
Richland County Development Services





Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	December 18, 2020	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval of Proposed Development at the intersection of Cabin Creek Rd and Ault Rd, Hopkins, SC29061 (TMS # R24500-06-10)		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued (see attached). Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 10 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). At build-out, the developer will pay a sum of \$68,000 for sewer tap fees and \$25,500 for water tap fees. In addition, the customers will pay \$55.68 monthly per home for sewer service, totaling (\$55.68 x 17) \$946.56 per month and monthly fees (based on usage) per home for water service.

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information for this development was generated on December 17, 2020, when staff received a request from the Civil Engineering of Columbia (CEC) for sewer availability for proposed development. The project is located at Cabin Creek Road and Ault Road, Hopkins, SC 292061 (Figure 1, a and b). The proposed development consisting of 17 single-family homes (Figure 2) is located at the intersection of Cabin Rd Creek and Ault Rd and will generate an average daily flow of 5,100 gallons per day (GPD) of wastewater. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater. Water will be served from the Hopkins Regional Water System (PWS #4020002).

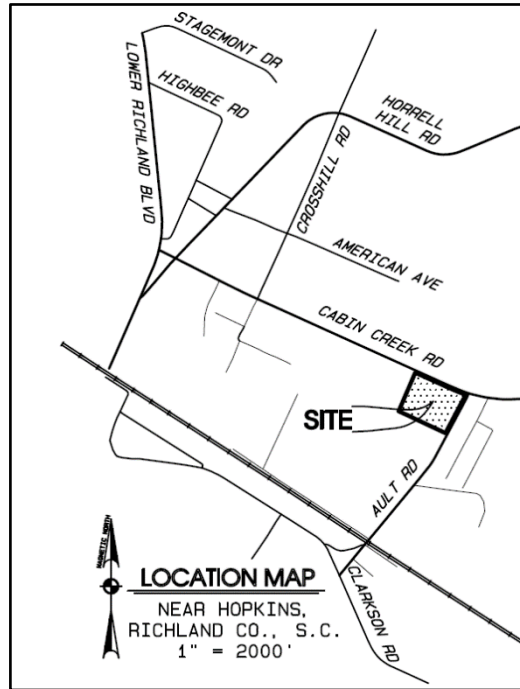
Upon completion of Phase 1 of the Southeast Sewer System project, RCU will treat the wastewater at the Eastover Wastewater Treatment Plant. If the County Council denies the request for connection to our water and sewer systems, the developer will be required to build individual septic tanks for each lot and install a well for the development.

The table shown below summarizes the project.

Project Name	Project Address	TMS	Number of Units	Sewer / Water Tap Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
Cabin Creek Place	At the intersection of Cabin Rd Creek and Ault Rd	R24500-06-10	17	\$68,000 / \$25,500	\$946.56	Submitted to Richland Development Services	

Figure 1: Location of the Proposed Development: TMS# R24500-06-10

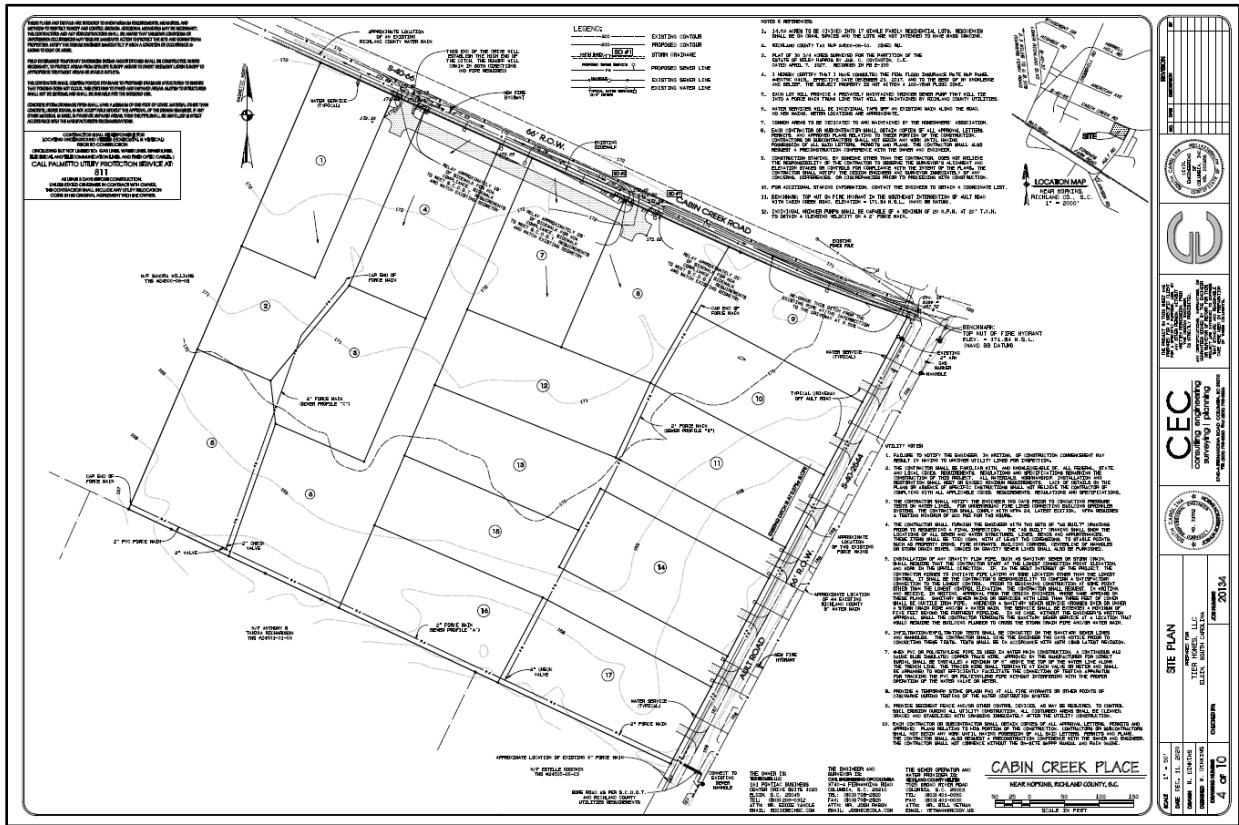
a.



b.



Figure 2: Sketch plan: TMS# R24500-06-10



ATTACHMENTS:

1. Willingness to serve Letter



**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063

December 18, 2020

Michael J Dinkins
Senior Project Manager
3740-A Fernandina Rd
Columbia, SC 29210

Re: Sewer Availability Letter
Cabin Creek Place
TMS # R24500-06-10

Dear Mr. Dinkins:

In response to your request on December 18, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities (RCU) has the capacity to serve the 17 REUs (5100 gpd) for sewer and the capacity for providing water as well for the development's sewer needs through the year 2021 as indicated in the preliminary plan attached.

Your request has been entered into our Capacity Assurance Program as CAP E-2020006 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon approval, you will be able to submit plans and specifications in accordance with our Delegated Review Program (DRP).

The availability is valid for twelve (24) months from the date of council approval. If you have any questions, please contact me at 803-401-0042.

Sincerely,

A handwritten signature in blue ink, appearing to read "WHD".

William H. Davis, PE
Director of Utilities

Cc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer



Agenda Briefing



Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	December 28, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval of Proposed Grocery Store / Shopping Center at Broad River Road and Koon Road, Irmo, Richland County, SC 29063. (TMS# R03300-03-46)		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued, see attached. Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 1 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP).. At build-out, the developer will pay a sum of \$56,000 for the sewer Tap fees. In addition, the customer will \$55.68 per tap for sewer service, totaling up to \$793.52 per month (\$55.68 x 14).

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information regarding this development was generated on December 28, 2020 when staff received a request from Heritage Engineering, Inc. for sewer availability for proposed development. The proposed development is located at Koon Road and Broad River Road, Irmo, SC 29063 (Figure 1, a and b). The proposed grocery store (Figure 2) has an anticipated average daily flow of 4,198 gallons per day (GPD), equivalent to 14 Taps. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater. If the County Council denies the request, the County will not received any fees or added infrastructure and the developer will be required to build a septic tank. RCU will have to justify to the South Carolina Department of Health and Environmental Control (DHEC) our reason for not serving the customer where sewer service is available.

Additionally, in accordance to Food, Oil, and Grease (FOG) Ordinance, the development will install a 1,500 gallon grease interceptor and it will be maintained by the owner.

The table shown below summarizes the project.

Project Name	Project Address	TMS	Number Of Units	Tap Fee Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
Congaree Grocery Store	At Broad River Road and Koon Road, near Irmo, Richland County, SC 29063	R03300-03-46	Equivalent to 14 Taps	\$56,000	\$793.52	No, City of Irmo is willing to work with the developer to rezone	

Figure 1: Location of the Proposed Development: TMS# R03300-03-46

a.



b.

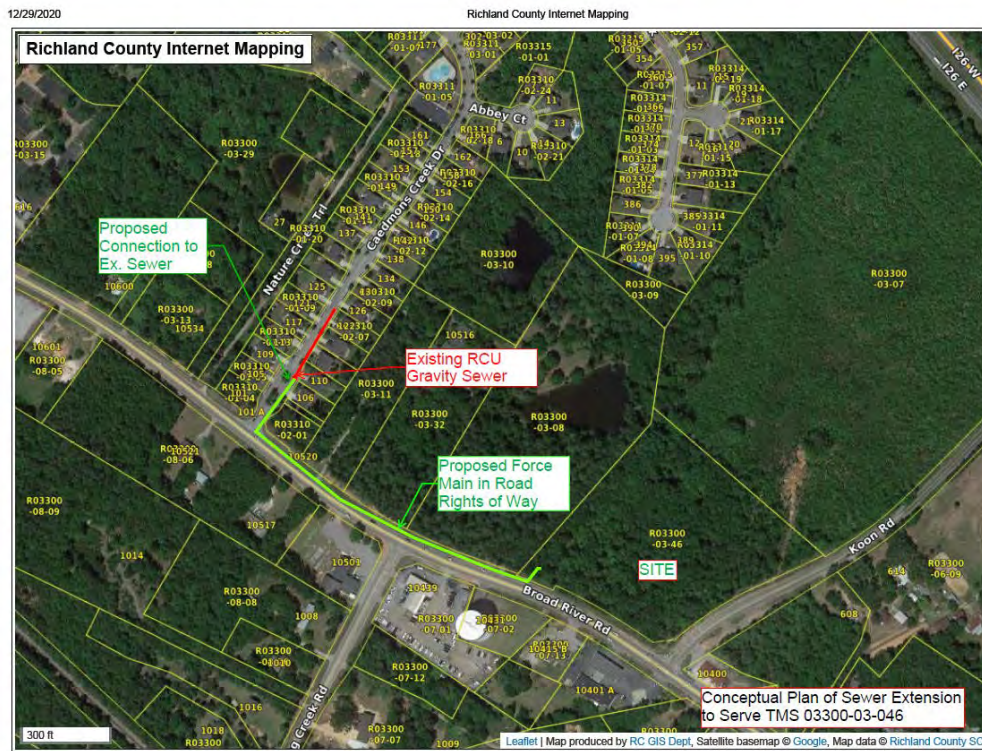
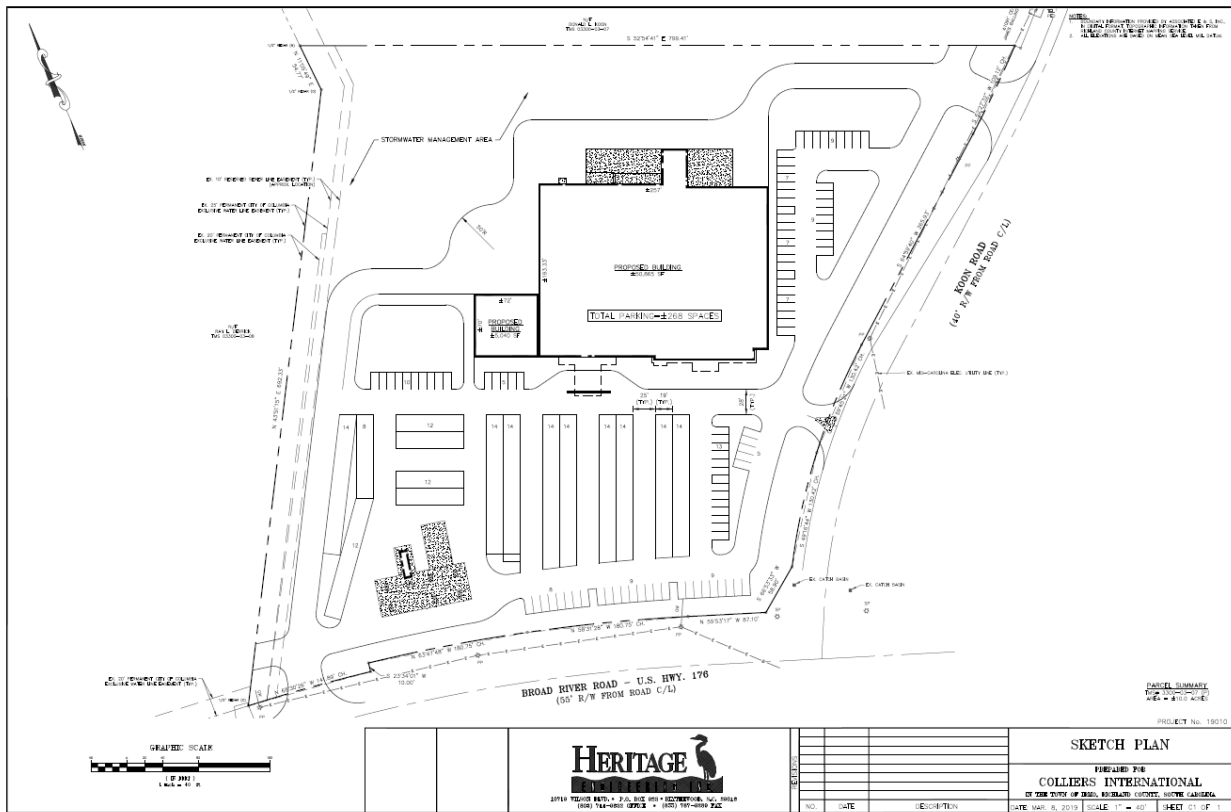


Figure 2: Sketch plan: TMS# R24500-06-10



ATTACHMENTS:

1. Willingness to serve letter

**RICHLAND COUNTY
UTILITIES DEPARTMENT**7525 Broad River Road
Irmo, SC 29063

December 31, 2020

Dan Creed, PE
Heritage Engineering, Inc.
10719 Wilson Blvd,
Blythewood, SC 29016Re: Willingness to Serve Letter
Congaree Project (Grocery store / Shopping Center)
At the intersection of Broad River Road and Koon Road
TMS # R03300-03-46

Dear Mr. Creed,

In response to your preliminary submittal on December 28, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities has the capacity to serve the 14 REUs (4,198 gpd) for Mixed-Use development sewer needs through the year 2021, as indicated in the preliminary plan attached.

Your request has been entered into our Capacity Assurance Program as CAP B-2020006 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon final approval, you will be able to submit plans and specifications following our Delegated Review Program.

The availability is valid for twelve (12) months from the date of Council Approval. If you have any questions, please contact me at 803-401-0042.

Sincerely,

A handwritten signature in blue ink, appearing to read 'WHD', is written over a light blue horizontal line.

William H. Davis, PE
Director of UtilitiesCc: Tariq Hussain, Deputy Director of Utilities
Sahad Khilqa, Ph.D., Sanitary Engineer



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	February 01, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 11, 2021
Budget Review	James Hayes via email	Date:	February 02, 2021
Finance Review	Stacey Hamm via email	Date:	February 09, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Purchasing Cards		

STAFF’S RECOMMENDED ACTION:

Staff recommends centralizing purchase card spending within the offices of elected and appointed officials (EAOs) as follows:

- Eliminate the individual issuance and usage of government purchase cards by individual elected and appointed officials. As such, no official will maintain direct purchasing power on behalf of Richland County Government; instead all purchasing on behalf of EAOs will be conducted by a trained member Richland County staff.
- Identify and train a member of County staff, within the office of each Elected or Appointed Official, to serve as the department’s purchasing card coordinator. For larger departments, backup personnel may need to be identified; however, the minimum number of persons practical should be issued purchasing cards. Each department purchasing coordinator will be assigned a purchasing card and will be responsible for all departmental use thereof, to include ensuring adherence to applicable policies, procedures and laws and the immediate reporting of infractions to County Administration. Each department purchasing card coordinator will be required to attend training for departmental purchasing and certify annually their understanding of the responsibilities associated with the County’s purchasing card program.
- The implementation of an updated Purchasing Card Policy that prescribes activities, actions and restrictions for appropriate use of purchasing cards and remedies and responsibilities to prevent inappropriate purchasing card activity by providing governance at multiple levels of the County.

Request for Council Reconsideration: Yes

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

By implementing specific restrictions and deliberate responsibility for purchasing card use, the County is minimizing the associated fiscal risk that could be associated with the use of purchasing cards.

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

None.

REGULATORY COMPLIANCE:

None.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Purchasing cards are a useful tool for local government to provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. They are an alternative to traditional purchasing processes and can result in a significant reduction in the volume of purchase order, invoices, petty-cash transactions and checks processed. The request is to eliminate the issuance of purchasing cards to elected and appointed officials and update the County Purchase Card Policy and Procedures as an act of fiscal prudence to ensure the appropriate use of County fiscal resources.

For all elected and appointed officials who have a need to make purchases on behalf of the County, a full time employee in the elected and appointed official’s office who is a full time employee of Richland County is allowed to possess a purchasing card and may make purchases or secure hotel rooms and travel related services on the purchasing card. Expenses incurred for appropriate County related travel by an elected or appointed official may be reimbursed in accordance with the County’s Expense Reimbursement Policy. Approved expense reimbursement requests/forms submitted with appropriate documentation are paid on Wednesday each week. To be eligible to be paid on Wednesday, the request must be received in Accounts Payable by the preceding Friday at 5 pm.

If an elected or appointed official is financially unable to pay travel expenses for out of town pre-approved travel personally, the County will prepay or send a check with the individual to cover the hotel charge. Additionally, the County will provide an allowance to be prepaid for mileage and up to \$20 per day for meals in accordance with the Richland County Travel Policy.

Staff has surveyed the following counties to determine if this recommendation is in alignment with the practice of our peers. The question was asked “Do you allow council members to have a Purchasing card?” If the answer to the first question is “yes,” Is there a different policy for Council than for staff?”

Below are the responses:

- Charleston County no
- Greenville County no
- Spartanburg County no
- York County no
- Lexington County no
- Berkley County *while not disallowed, no Council person has a purchasing card*

Our recommendation is to terminate cards of elected and appointed officials who currently have cards. If approved, Procurement will distribute the newly adopted Purchase Card Policy and Procedures to all

Department Directors to coordinate and identify Department Coordinators and provide an explanation of relevant changes. Subsequently, the newly adopted Purchase Card Policy will be distributed to all cardholders with a request for acceptance and agreement by signature. Staff will also update and schedule purchasing card training for all cardholders and department coordinators to ensure a successful implementation.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Recommended Updated Purchase Card Policy and Procedures 2021
2. Redline Purchase Card Policy and Procedures 2016
3. Purchase Card Forms (3)
4. List of Elected and Appointed Officials Currently Possessing Purchasing Cards
5. Richland County Travel Policy March 5, 2019



**RICHLAND COUNTY
PURCHASE CARD
POLICY AND PROCEDURES
2021**

DRAFT

GFOA BEST PRACTICE FOR PURCHASING CARDS

Purchasing card (also known as procurement card or P-Card) programs provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. Purchasing cards offer an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, petty-cash transactions, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor, that accepts credit cards.

It is the intent of Richland County to use the following policy to leverage this program to benefit our citizens and community by improving our efficiency and service delivery.

RICHLAND COUNTY GOVERNMENT DISCLAIMER

The County reserves the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.

DEFINITIONS AND RESPONSIBILITIES

Cardholder – An employee of the County who is approved by the Department Head and/or County Administrator to use the P-Card to execute purchase transactions on behalf of the County.

Card Issuer – Bank of America’s services. Card issuer issues approved Visa P-Cards to County employees, provides electronic transaction authorizations and bills the County for all purchases made on the cards.

Department Head – County official who must: (1) set internal controls in line with County requirements for their department’s usage of the P-Card; (2) approve issuance of a P-Card to an employee; (3) assigns Department Coordinator; (4) sign approval on Department Cardholder’s monthly purchases; (5) designate default accounting code for purchase on the P-Card; and (6) submit application to the Card Program Administrator (Department Head approval authorizes transaction authority to the Cardholder).

Department Coordinator – An employee in each department designated by the Department Head to be responsible for reviewing transactions made by individual Cardholders to ensure transactions are legitimate County government business expenses and are classified appropriately, as dictated by the County policy and Department’s internal controls.

Purchase Card Program Administrator (PCPA) – The central Administrator within the Procurement Department who manages and administers the P-Card program for the County and acts as the County’s intermediary with the Card Issuer.

Richland County Government – County – Authorizes Card Issuer to provide P-Cards to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

Vendor – The merchant from whom a Cardholder is making a purchase.

COUNTY PURCHASING CARD POLICY

COUNTY ISSUANCE POLICY

Purchasing cards are to be issued **only** to full-time County employees. Staff employee purchasing card applications must be approved by the employee's department head and must be employees of the department. All department head purchasing card applications must be approved by the County Administrator or his designee.

Employees should be aware that the possession of a County purchasing card should have no impact on their credit rating, as the County is the responsible party.

Departments requesting more than two (2) cards must have approval from County Administration.

Employees whose Departments would like to utilize Purchasing Cards must have the applying employee read the "RICHLAND COUNTY PURCHASE CARD POLICY AND PROCEDURE" and complete and sign the "RICHLAND COUNTY PURCHASE CARD PROGRAM CARDHOLDER AGREEMENT".

Annual purchasing card training is mandatory by the cardholder as soon as possible after issuance. Not attending the designated mandatory training will result in the card being temporarily deactivated until the cardholder has attended the training.

On a semi-annual basis, the PCPA shall provide, to the Department Heads/ Administrators, a list of purchasing cards issued to employees for their department for verification.

CARD TERMINATION\CLOSING

It is the responsibility of the Department Head to collect purchasing cards from employees who (a) transfer to another department, (b) change employment status from full-time or (b) terminate employment. The Department Head should e-mail the PCPA to close the account and return the card to the PCPA.

PURCHASING GUIDELINES

Purchasing cards may be used to purchase any small dollar goods not included in the list of restricted items. All items must be approved budgeted expenditures. Any item purchased that is no on the list of restricted items should also comply with the approved Procurement Policy, Travel Policy and any other County policy.

All purchasing cards have single transaction limits, daily purchase limits and monthly spending limits. Cardholders CANNOT split a single purchase to several transactions to stay within the single purchase limit. Such action will be considered a violation of policy and is subject to card deactivation or suspension and/or disciplinary action for the employee.

Although competitive bidding is not required for items under \$1,500, employees are expected to seek competition and fair and reasonable prices for goods and services. All goods and services are expected to be available at the time of purchasing card use. No back ordering, merchandise, or prepayment is allowed.

When items are received, retain all shipping documentation and the detailed receipt to submit with your monthly statement.

CARD PURCHASING RESTRICTIONS

The following list covers purchases for which purchasing card use is **prohibited**:

1. Cash Advances
2. Use at Automated Teller Machines (ATM)
3. Money orders, wire transfers
4. Personal or professional services (i.e., lawyers, doctors, engineers, architect, consultants)
5. Any services with a written agreement
6. Gifts or Gift Cards
7. Court cost
8. Bail and Bond payment(s)
9. Tax payment(s)
10. Any types of bond(s)
11. Loan payment(s)
12. Computers hardware or components of i.e., personal computers (PC), monitors, laptops, notebook, ultraportable, desktop, terminals, mainframes, servers; **IT PURCHASES ONLY**
13. Software; **IT PURCHASES ONLY**
14. Purchase of personal clothing other than footwear, except in emergency situations when required for safety (must be justified)
15. Gasoline, fuel or oil, (except during an emergency situation or when authorized to be outside the boundaries of the County)
16. Vehicle repairs , (except during an emergency situation or when authorized to be outside the boundaries of the County on County vehicles only)
17. Telephone charges or monthly telephone service charges

18. Leases
19. Rentals
20. Items available through County Agreements and Contracts;
21. Food purchases require **prior** authorization using the Pre-Approval for Food Purchase form. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.
22. Vehicle rentals require **prior** County Administrator's or authorized representative approval.
23. Restaurant bills, groceries, food items or meals in Richland County unless authorized using the Pre-Approval for Food Purchase form **prior** by County Administration or authorized representative. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.
24. Alcohol or Tobacco

Misuse of the card will subject Cardholder to disciplinary action in accordance with County policies and procedures relating to disciplinary action and termination for cause.

Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

SPENDING TRESHOLDS AND LIMITS

All purchasing cards are preset with a maximum dollar amount for each single purchase, daily spending limit, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. While some card limits **may be lower**, the **maximum** County limits are as follows:

- Single purchase limit for any one single item or line item – not to exceed one thousand, five hundred \$1,500.00 (Purchases of more than that one singular will require at least three written quotes)
- Single total daily limit must not exceed two thousand five hundred \$2,500.00 (Increase of daily limits may be increased with a written requests with justification by the Department Head to the PCPA)

- The total monthly limit must not exceed ten thousand \$10,000.00 (Total monthly limits may be increased with a written requests with justification by the Department Head to the PCPA)
- Request for daily and monthly limit P-Card increases must be submitted in writing directly from the Department Head with justification to the PCPA
- Purchase limits may be increased over the single purchase limit for any one single item or line item for, \$1,500.00 if it meets the Non-Competitive Quotes process and requirements and it is approved by the Manager of Procurement or authorized representative (approvals must be in writing and signed by the Department Head or authorized representative). Refer to the “Minimum Purchasing Threshold Requirements” Document
- Purchase limits may be increased if it meets the solicitation and competitive process requirements and it is approved by the Manager of Procurement or authorized representative (approvals must be in writing or through electronic mail directly from the approving authority). See “Minimum Purchasing Threshold Requirements” Document

RECORD KEEPING

Whenever a purchasing card purchase is made, whether over the counter, online or by telephone, detailed documentation should be retained as proof of the purchase. A signed credit card slip with no detail listed is NOT sufficient documentation. You must provide the printed receipt outlining the details of the purchase. Do not send card receipts to Accounts Payable for payment.

When you receive a purchasing card receipt, write on the receipt for whom or why the item(s) were purchased. Keep all of your purchasing records safely in one place. When you receive your monthly statement, balance all receipts and documentation against the statement to verify the purchases listed. If you have a receipt that does not appear on the monthly statement, keep the receipt to check the following monthly statement.

A receipt can be handwritten as long as specific data is included on it. It must also be signed and dated by the vendor with a phone number for the individual providing the service, etc. Receipts should include the name of the business, the purchase date, the detail of the purchase(s), tax and

grand total. If the name of the organization is not included on the receipt, employees should write the name of the business on the back of the receipt.

A plain adding machine tape is not a valid receipt. If a business gives you ONLY an adding machine tape, they must write on the back, as specified above for a handwritten receipt, in order for the adding machine tape to be accepted as a valid receipt.

You are responsible for all receipts. You should keep all documentation in a file to compare against your monthly statement. If you do not have a receipt for a valid transaction listed on your monthly statement, you must submit a written, signed explanation to your Department Head using the P-Card Missing Receipt form that includes a description of the item(s) purchased, business purpose for the expense, date of the purchase, vendor's name and contact information and the reason for the lack of supporting documentation. Once signed by the Department Head or their designee, it should be forwarded to Administration for final approval. The missing receipt documentation, once approved by Administration, should be attached to your monthly statement.

More than one lost transaction receipt in three months may result in suspension or revocation of the purchasing card for the user. **Any transaction that is found to be unsubstantiated, unapproved or for any purpose that is not related to County business may be required to be reimbursed by the employee AND result in suspension or revocation of the purchasing card for the user.**

To ensure the integrity of the purchasing card system, periodic audits may be performed by the PCPA. Cardholders should maintain a copy of all statements and documenting receipts ~~and statements~~ as these will be requested if the cardholders account is audited. Failure to comply and provide documentation for an audit may result in card revocation and/or disciplinary action.

MONTHLY STATEMENTS PROCESSING REQUIREMENTS

Statements close on the 27th of each month and are processed on the 28th. You will receive your statement by mail, but also may access and print your statement online by the first of the following month. It is the cardholder's responsibility to provide the monthly statement with all documentation to the department coordinator as quickly as possible so that statements approved by the Department Head can be turned in to Finance no later than the tenth of the following month. Failure to meet this deadline will result in a 90-day suspension of the account. Individuals whose card is suspended and who fail to meet the deadline once reinstated will have their card permanently deactivated.

The Department Coordinator will review the statement to ensure all detailed documentation is attached to the statement as outlined in this policy and all purchases are consistent with the duties and responsibilities of the cardholder and compliant with policy. The Department Coordinator should then forward the statement to the Department Head with documentation of any activity that may be inconsistent with policy and responsibilities.

CREDITS, RETURNS AND DISPUTES

If an item purchased on the card is not satisfactory, received wrong, damaged, defective, etc., the cardholder is responsible for replacing the item or securing a credit. Vendors should issue credits against the purchasing card. In no case should cash be accepted in lieu of a credit.

Contact the vendor as soon as possible to explain the problem and inquire about return policies. The cardholder should give the vendor his or her purchasing card number and ask for a credit or exchange. If a credit is given, you should retain the appropriate transaction documentation to compare with the monthly statement and verify the credit.

If purchased items or credits are not listed on your monthly statement, you should hold on to the receipt or credit slip and check the next month's statement. If the purchase or credit does not appear on the statement, notify the PCPA, file a dispute with the card issuer, Bank of America at 1-800-300-3084, and forward all documentation to the PCPA. The cardholder should always maintain a copy of all documentation.

CARD SECURITY

The cardholder is responsible for safeguarding the purchase card and account number to the same degree you safeguard your person credit information. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card; the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator**

The cardholder must follow the County's travel policy when traveling on County business. **County Travel Policy May Be Obtained from the Finance Department**

Any employee who makes unauthorized purchases or carelessly uses the purchasing card may be liable for the total dollar amount of the unauthorized purchases plus any administrative fees charged by the Card Issuer in connection with the misuse. The employee also may have his or her card revoked and could be subject to disciplinary action.

LOST, STOLEN OR MISPLACED CARDS

If your purchasing card is lost or stolen, you should immediately notify the PCPA via e-mail.

DRAFT

COUNTY PROCEDURES AND RESPONSIBILITIES FOR PURCHASING CARD USE

CARDHOLDER RESPONSIBILITIES

The cardholder is responsible for safeguarding the purchase card and account number to the same degree you safeguard your person credit information. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card; the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator.**

In addition to the security of the card, the cardholder is also responsible for following adherence to all guidance as outlined in this policy as referenced in

- Purchasing Guidelines
- Card Purchasing Restrictions
- Spending Thresholds and Limits
- Recordkeeping
- Monthly Statement Processing Requirements
- Credit, Returns and Disputes

DEPARTMENT COORDINATOR RESPONSIBILITIES

In coordination with the Department Head, the Department Coordinator will assist with the collection of monthly statements for completeness and accuracy of accounting information from employees. The Department Coordinator will attempt to resolve any discrepancies prior to forwarding to the Department Head. If there are still discrepancies that are unresolved at the time of transmittal to the Department Head, it is the Department Coordinators responsibility to bring these to the attention of the Department Head for resolution.

DEPARTMENT HEAD RESPONSIBILITY

Each Department Head must ensure that their department complies with the established County Purchasing Card Policy and Procedure. As such, they should impose internal controls for their department's use of purchasing cards and consider designating a department coordinator unless the Department Head intends to oversee the program fully. It is the responsibility of the Department Head to properly instruct employees of the responsibilities of holding a purchasing card and to

ensure that employees are working within the policy and procedure set for the purchasing card program. Department Heads should also work with the PCPA to set appropriate spending limits for their employees.

The Department Head should review and approve each employee's monthly statement to authorize charges. If during the approval of monthly statements transactions are found that do not meet County policy or are outside the business requirements of the employee or department, the Department Head should investigate the use and take appropriate actions to correct the issue as outlined in the policy. Additionally, the Department Head is charged with consulting with the PCPA and other departments as necessary to ensure the integrity of the purchasing card program and appropriate actions toward the cardholder.

All statements should be forward with completed transmittal form to Finance no later than the tenth (10th) of every month. The Department Head should perform regular audit of card(s) in possession of cardholders.

Department Heads should notify the PCPA in writing of Cardholder(s) who are no longer with the department and collect cards from Cardholders who end employment or transfer. The Department Head will verify semi-annually that the PCPA has accurate records regarding cardholders in the department.

PURCHASE CARD PROGRAM ADMINISTRATORS (PCPA) RESPONSIBILITIES

The PCPA is the administrative manager of the purchasing card program for the County. As such the PCPA orders and cancels purchasing cards, monitors and adjust authorization criteria and spending limits, coordinates the program policy issues and ensures functioning internal controls as well as coordinate and conduct training for card holders and audit compliance.

The PCPA provides strategic recommendations for process improvements and efficient use of resources. The PCPA also has the authority to audit all purchasing card transactions for appropriateness and compliance to all County policies. On a semi-annual bases at minimum, the PCPA shall provide the Department Heads/Administrators a list of purchasing cards issued to employees for their department.

EMERGENCY TRANSACTIONS

Emergency transactions may be handled with the P-Card, with proper authorization. For any transaction that does not meet the spending controls assigned to the card, the Cardholder must contact the PCPA for assistance. (Requests and approvals must be in writing)

DRAFT



**RICHLAND COUNTY
PURCHASE CARD
POLICY AND PROCEDURES
2016**

Received By: _____ Date: _____

Department: _____

Formatted: Indent: Left: 0.22", Tab stops: 4.72", Left + 5.22", Left + 7.22", Left

TABLE OF CONTENTS	PAGE
DEFINITIONS.....	4
PUROPSE.....	5
SCOPE.....	5
APPLICABILITY.....	6
BACKGROUND.....	6
GENERAL INFORMATION.....	6
CARD RESTRICTIONS.....	7
ELIGIBILITY.....	8
APPROVAL.....	9
USES.....	9
REQUESTS FOR INITIAL, ADDITIONAL, OR CHANGES TO PURCHASE CARDS.....	10
ORAL PURCHASE.....	10
SPENDING TRESHOLDS AND LIMITS.....	11
CARDHOLDER RESPONSIBILITIES.....	12
DEPARTMENT DIRECTOR/APPROVING OFFICIAL RESPONSIBILITIES.....	15
LIAISON RESPONSIBILITIES.....	16
PURCHASE CARD PROGRAM ADMINISTRATORS RESPONSIBILITIES.....	17
DOCUMENTATION, RECONCILIATION AND PAYMENT.....	19

- ← **Formatted:** TOC 1, Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ...
- ← **Formatted:** Space Before: 15.95 pt
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.68"
- ← **Formatted:** Space Before: 15.95 pt
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.73"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.72"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.73"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.76"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.79"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.78"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.8"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.82"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.8"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.81"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.81"
- ← **Formatted:** Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.84"

FRAUD; MISUSE/ABUSE	19
LOST, MISPLACED OR STOLEN PURCHASE CARDS.....	20
EMERGENCY TRANSACTIONS.....	20
CREDITS	21
LIABILITY.....	21
PAYMENT AND INVOICES	21
DISPUTES.....	22
UNRESOLVED DISPUTES AND BILLING ERRORS.....	23
CLOSING PURCHASE CARD ACCOUNT.....	23
CARD TERMINATION.....	23

Formatted: Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.88"

Formatted: Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.89"

Formatted: Indent: Left: 0.22", Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.87"

Formatted: Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.54"

Formatted: Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.54"

Formatted: Space Before: 15.95 pt, Tab stops: 7.7", Right,Leader: ... + Not at 7.55"

GFOA BEST PRACTICE FOR PURCHASING CARDS

Purchasing card (also known as procurement card or P-Card) programs provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. Purchasing cards offer an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, petty-cash transactions, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor, that accepts credit cards.

It is the intent of Richland County to use the following policy to leverage this program to benefit our citizens and community by improving our efficiency and service delivery.

RICHLAN COUNTY GOVERNMENT DISCLAIMER

The County reserve the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.

DEFINITIONS

~~Approving Official – Responsible for resolving any questions that employee may have in regards to purchases. The AO is to receive and review completed statements from all Cardholders as well as signing all approved statements and deliver the completed Cardholder statements with all attachments to Accounts Payable.~~

Cardholder – An employee of the County who is approved by the Department Head and County Administrator to use the P-Card to execute purchase transactions on behalf of the County.

Card Issuer – Bank of America’s services include issuing Visa P-Cards to County employees, providing electronic transaction authorizations and billing the County for all purchases made on the cards.

County – Arranges with Bank of America to have P-Cards issued to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

Department Head – County official who must: (1) set internal controls for their department’s usage of the P-Card; (2) approve issuing the employee a P-Card; (3) assigns Department ~~Liaison~~Coordinator; (4) sign approval on Department ~~Liaison’s~~Coordinator’s monthly purchases; (5) designate default accounting code for purchase on the P-Card; and (6) submit application to the Card Program Administrator (Department Head approval authorizes transaction authority to the Cardholder).

Department LiaisonCoordinator – An employee in each department designated by the Department Head to be responsible for reviewing transactions made by individual Cardholders to make sure the transactions are legitimate County government business expenses and are classified appropriately, as dictated by the Department’s internal controls.

Purchase Card Program Administrator (PCPA) – The central Administrator located in the Procurement Department who manages and administers the P-Card program for the County and acts as the County’s intermediary with the card issuer.

Richland County Government – County – Authorizes Card Issuer to provide P-Cards to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

Formatted: Body Text, Indent: Left: 0.22", Right: 0.21", No bullets or numbering, Tab stops: Not at 0.5"

Vendor – The merchant from whom a Cardholder is making a purchase.

PURPOSE

~~The purpose of Standard Operating Procedure (SOP) is to establish and prescribe policies for making purchase and to manage and administer the use of its Purchase Card (P-Card) Program for official County government business.~~

~~This SOP is intended to accomplish the following:~~

- ~~1. To ensure that purchase are accomplished in accordance with the County Code of Ordinances and the Procurement & Contracting Standard Operating Procedures (SOP) of Richland County Government (County)~~
- ~~2. To establish internal controls for use of the P-Card~~
- ~~3. To externally control the use of the P-Cards~~
- ~~4. To ensure appropriate use of the P-Card~~
- ~~5. To assist in streamlining and simplifying small purchase~~
- ~~6. To facilitate fast and prompt payment~~
- ~~7. To provide additional purchasing sources~~
- ~~8. To establish single purchase limitations~~
- ~~9. To communicate and assist everyone involved with this program and provide knowledge and understanding of the importance of their responsibilities in ensuring this program's success~~

SCOPE

~~This SOP is applicable to those County departments and employees selected to use the P-Card for the purchase of goods, supplies and specific expenditures incurred under conditions approved by the Director of Procurement or authorized representative.~~

~~The County Administrator or designee shall approve and sign requests for P-Cards for Department Heads.~~

~~Department Heads shall approve and sign requests to issue a P-Card to an employee.~~

~~APPLICABILITY~~

~~This SOP shall be applicable to all County departments, offices, employees and elected officials.~~

~~BACKGROUND~~

~~To promote operational efficiency and accountability, the P-Card program was developed and implemented.~~

~~GENERAL INFORMATION~~

~~1. The P-Card~~

~~Bank of America (BOA) is the provider of the county's P-Card.~~

~~The P-Card is a government charge card and does not affect personal credit.~~

~~This process should not affect the P-Card Cardholder's credit records. The Cardholder is not required to provide their social security number for any purpose while utilizing the county's government P-Card program.~~

~~When making purchases by utilizing the P-Card, all the applicable procurement regulations apply. Use of the P-Card does not relieve user from adhering to County ordinances, regulations, policies or procedures. If users have questions about procurement regulations and procedures, please contact the Purchase Card Program Administrator (PCPA) or the Director of Procurement.~~

The P-Card is to assist in streamlining the small purchasing process. The Card can be used to purchase goods and supplies that a department will require for the facilitation of normal business operations.

Split Purchasing will be viewed as an attempt to circumvent the authorized single purchase limit; which will alert the PCPA who will then restrict, cancel or void the card.

2.1 P-Card Authorization

Since the County, not the individual employee, will pay for the purchases made with the P-Card, these accounts have additional controls added. When the merchant seeks authorization for a purchase, BOA's authorization system will check each individual Cardholder's single purchase limit and the Approving Official's departmental limit.

CARD RESTRICTIONS

The Following list covers purchases for which P-Card use is **prohibited**:

1. Cash Advances
2. Use at Automated Teller Machines (ATM)
3. Money orders, wire transfers
4. Personal or professional services (i.e., lawyers, doctors, engineers, architect, consultants)
5. Any services with a written agreement
6. [Gifts or Gift Cards](#)
7. Court cost
8. Bail and Bond payment(s)
9. Tax payment(s)
10. Any types of bond(s)
11. Loan payment(s)
12. Computers hardware or components of i.e., personal computers (PC), monitors, laptops, notebook, ultraportable, desktop, terminals, mainframes, servers; **IT PURCHASES ONLY**
13. Software; **IT PURCHASES ONLY**
14. Purchase of personal clothing other than footwear, except in emergency situations when required for safety (must be justified)
15. Gasoline, fuel or oil, (except during an emergency situation or when authorized to be outside the boundaries of the County)
16. Vehicle repairs, (except during an emergency situation or when authorized to be outside the boundaries of the County [on County vehicles only](#))
17. Telephone charges [or monthly telephone service charges](#)
18. Leases
19. Rentals
20. Items available through County Agreements and Contracts;
21. ~~Food purchases require **prior** County Administrator's or authorized representative approval using the Pre-Approval for Food Purchase form. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.~~
22. ~~Vehicle rentals require **prior** County Administrator's or authorized representative approval.~~

Formatted: Font: 14 pt

Formatted: Indent: Left: 0.47", Right: 0", Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: 0.59", Left + 1.08", Left + Not at 0.81"

Formatted: Font: Bold

Formatted: Indent: Left: 0.5", No bullets or

23 Restaurant bills, groceries, food items or meals in Richland County unless authorized using the Pre-Approval for Food Purchase form prior by County Administration or authorized representative. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.

24 Alcohol or Tobacco.

Misuse of the card will subject Cardholder to disciplinary action in accordance with County policies and procedures relating to disciplinary action and termination for cause.

Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

Formatted: Font: 14 pt
Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 23 + Alignment: Left + Aligned at: 0.47" + Indent at: 0.72"

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0.47", No bullets or numbering

Formatted: Indent: First line: 0"

Formatted: Indent: First line: 0"

Formatted: Font: Bold

Formatted: Indent: Left: 0.47", No bullets or numbering

Formatted: Font: 14 pt

Formatted: Font: 14 pt, Bold

Formatted: Right, Indent: Left: 0.81", Right: 0", No bullets or numbering, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: 0.59", Left + 1.08", Left + Not at 0.81"

21.

ELIGIBILITY

Criteria to receive a P-Card are as follows:

- Applicant must be an employee of the County:
- Prior to being issued a P-Card the Cardholder must provide the following individual information:

1. Department Head's written request and approval
2. Cardholder's name and employee number
3. County account number(s), associated with requesting department
4. Requested Purchase Limits
5. Department address
6. Department telephone number
7. Department email address

- **Maintain the P-Card in a secure location at all times**
- **No one other than to whom the card is assigned to is authorized to use the P-Card**

- Obtain all sales slips, register receipts and provide to Department Coordinator/Liaison for reconciliation, approval and allocation of transactions

- County Council members can approve their own request for a P-Card

- Director's and Department head's requests for a P-Card must be approved by the County Administrator or authorized representative

- Applicant's request for a P-Card must be approved by the Department Head

- Applicant must be assigned to the Department or office for which the card is requested

- Applicants must read and sign (indicating receipt of the Policy and Procedures manual) the SOP and the county's Cardholder agreement before receiving the P-Card

- Annual training is mandatory by the cardholder, not attending the designated mandatory training will result in the card being temporarily deactivated until the card holder has attended the training and signed the SOP document indicating receipt of the Policy and Procedures manual

Commented [LT1]: This section is moved to the beginning of the document under "County Issuance Policy" with restatement

Commented [LT2]: These terms are moved to section under "Card Security"

Commented [LT3]: Moved to section "Recordkeeping" with restatement

Formatted: Indent: Left: 0.97", Hanging: 0.25", Right: 0.39", Space Before: 8 pt

Commented [LT4]: Moved to Section on "County Issuance Policy"

Formatted: Indent: Left: 0.97"

Commented [LT5]: Moved to section "County Issuance Policy"

Commented [LT6]: Moved to section "County Issuance Policy"

Commented [LT7]: Under Section "County Issuance Policy" with restatement

APPROVAL

Cardholders are responsible for seeking approval from their Approving Official (AO), for each purchase. P-Card must be used for Official Use only. Resolution for improper use of the P-Card shall be the responsibility of the AO to resolve which may include disciplinary action for the misuse.

USES

1. Use of the card must meet the following conditions:

- a) The P-Card is for County government purchases **only**
- b) The P-Card has a broad range of acceptance by retailers
- e)a) Total paid for use of the card may be comprised of multiple items but must not exceed the authorized single transaction limit and/or daily purchase limit
 - Purchase will be denied and P-Cards may be revoked and authorized use terminated if the authorized purchase limit is exceeded
 - P-Cards may be revoked and authorized use terminated for splitting purchases

Commented [LT8]: This section moved to "Purchasing Guidelines" and restated

e)b) Always obtain/retain a merchant receipt as proof of purchases

Commented [LT9]: Moved to "Record Keeping", "Monthly Statements Processing Requirements" and "Cardholder Responsibilities" and restated

e)c) Items purchased over the counter must be immediately available

Commented [LT10]: Moved to "Purchasing Guidelines"

f) Electronic Internet purchases require additional precautions to ensure that the card and associated information are protected from unauthorized disclosure/use. Prior to use of the card to make purchases over the Internet the following is required:

- 1) P-Card numbers are sensitive information which should not be provided across the Internet except where protected/encrypted using Secure Socket Layer (SSL). Both Netscape browser and the Internet Explorer browser indicate via a locked padlock icon that SSL is in use. (In Netscape on the navigation toolbar at the top of the screen, the Security padlock icon locks. In Internet Explorer, the padlock icon locks on the activity bar at the bottom of the screen)

- ~~2) Utilize P Card primarily on sites showing <https://www> as they are considered safe and secure sites.~~
- ~~3) Cardholders should attempt to use the highest quality encryption/cipher strength available. Currently this is 128 bit. Often referred to as domestic grade or U.S., Cardholders can determine the grade supported by their browser by accessing Help > about while in either type of browser or calling IT help line at 576-2017 for assistance.~~

REQUESTS FOR INITIAL, ADDITIONAL OR CHANGES TO P-CARDS

~~After obtaining approval for a P Card, the Department Heads may request P Cards for the employee or self through the PCPA.~~

~~When PCPA received the P Card from the issuing financial institution, it will require the Cardholder to personally sign for their card. The PCPA shall notify the Department Head of the issuance of a P Card to an employee and Semi Annual Inventory of Credit Cards.~~

On a semi-annual basis, the PCPA shall provide, to the Department Heads/ Administrators, a list of P-Cards issued to employees for their department.

Commented [LT11]: Moved to PCPA Responsibilities section and restated

ORAL PURCHASE

~~1. "ORAL PURCHASE", as used in these instructions, is where an order is placed or a purchase is made through an oral agreement which is made in person or by telephone (the County issues no written purchase order or contract); the vendor provides the supplies or goods and payment is made using the P Card.~~

~~2. When placing a telephone or electronic order to be paid by the P Card, Cardholder shall:~~

Commented [LT12]: No necessary, the same for all purchases.

- ~~a) Certify receipt of items on the Monthly Statement of Account~~
- ~~b) Vendor must agree to charge the purchase upon receipt of item(s)~~
- ~~c) Instruct the vendor to include the following information on the shipping document or packing slip, so this data will alert the receiving department and the Cardholders:~~

- ~~• Cardholder's name and department~~

- ~~Street address, City and State and Zip Code~~
- ~~Cardholder's telephone number~~
- ~~Vendor's contact information~~

3. ~~In the event of a discrepancy, the P-Card Transaction Log shall be used to document all purchases. The documentation shall be held until a monthly billing statement is received. Once statement is received, attach all documentation to the statement and have it signed by the Department Head or authorized representative. After all signatures have been obtained, it must be forwarded to Finance or to the County Administrator. (if Administrator's certification is required)~~

SPENDING TRESHOLDS AND LIMITS

~~The Delegation of Authority that has been provided to each Cardholder sets the maximum dollar amount for each single purchase, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). All purchasing cards are preset with a maximum dollar amount for each single purchase, daily spending limit, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. While some card limits may be lower, the maximum County limits are as follows. Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. The average County limits are as follows:~~

- ~~Single purchase limit for any one single item or line item – not to exceed **two-one** thousand, five hundred **\$21,500.00** (Purchases of more than that one singular will require at least three written quotes)~~
- ~~Single total daily limit must not exceed **fifteen-two** thousand **five hundred \$152,9500.00** (Increase of daily limits may be increased with a written requests with justification by the Department Head to the PCPA)~~
- ~~The total monthly limit must not exceed **thirty-ten** thousand **\$310,000.00** (Total monthly limits may be increased with a written requests with justification by the Department Head to the PCPA)~~
- ~~Request for daily and monthly limit P-Card increases must be submitted in~~

writing directly from the Department Head with justification to the PCPA

- Purchase limits may be increased over the single purchase limit for any one single item or line item for, \$21,500.00 if it meets the Non-Competitive Quotes process and requirements and it's approved by the Director of Procurement or

authorized representative (approvals must be in writing and signed by the Department Head or authorized representative). Refer to the “Minimum Purchasing Threshold Requirements” Document

- Purchase limits may be increased if it meets the solicitation and competitive process requirements and it is approved by the ~~Director~~Manager of Procurement or authorized representative (approvals must be in writing or through electronic mail directly from the approving authority). See “Minimum Purchasing Threshold Requirements” Document

CARDHOLDER RESPONSIBILITIES

Cardholders should always treat the P-Card with the same level of care as one does for their own personal credit cards. The card should be maintained in a secure location and the card account number should be carefully guarded. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card, the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator**

The Cardholder must use the P-Card for legitimate County business.

The Cardholder must follow the County’s travel policy when traveling on County business. **County Travel Policy May Be Obtained from the Finance Department**

Misuse of the card will subject Cardholder to disciplinary action in accordance with County Policies and procedures relating to disciplinary action and termination for cause.

Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

GENERAL RESPONSIBILITIES

~~The P-Card that the Cardholder receives has the employee’s name embossed on it and use of the card is restricted to the employee whose name appears on the card. The P-Card is for County government use and personal purchases are unauthorized:~~

- ~~Hold and secure purchasing card~~

Commented [LT13]: In new document under “Cardholder Responsibilities” Section has different placement and is restated

Commented [LT14]: Moved to “Card Security” Section Section has different placement and is restated

Commented [LT15]: Moved to “Card Purchasing Restrictions Section”

- Order materials and supplies
- Receive and inspect all orders
- Collect and save sales receipt
- Match receipts with monthly card statements
- Review monthly statements for validity of all transactions
- Identify and handle disputed charges
- Review monthly charges with Department Director/Approving Official
- Review monthly charges with Administrator (Directors)
- Monthly Card Statements must be signed and dated by the Cardholder and by the Department Director/authorized representative or Approving Official
- Directors who are Cardholders must sign and date their Monthly Card Statement and must have the signature of the Administrator or designated approved representative
- Elected and appointed officials are exempt from the two signature requirement (must sign and date own Monthly Card Statements)
- **Monthly Card Statements must be turned in to Finance no later than the tenth (10th) of each month; the approval and reallocation of purchases on the Bank of America WORKS system must be done no later than midnight on the 27th of each month. Failure to meet these deadlines will result in the following: 1st offense – email reminder of deadline date from Finance & Procurement, 2nd offense – written reminder signed by the Finance Director and Procurement Director of deadline date, 3rd offense – deactivation of card until County Administrator provides written authorization to reactivate, 4th offense – permanent deactivation of card with no reissuance**
- Adhere to the purchase limits and restrictions of the P-Card and ensure the total charge, including tax, shipping and handling, and any other applicable fees for any single transaction and purchase limit for any one single item or line item does not exceed The card limit
- Attempt to resolve disputes or billing errors directly with the vendor
- Immediately report a lost or stolen card to Bank of America at 1-800-538-8788 (24 hours a day, 365 days a year)
- Immediately notify Department Liaison Coordinator of a lost or stolen P-Card at the first opportunity during normal business hours;
- Return the P-Card to Purchase Card Program Administrators (PCPA) upon terminating employment with the County or transferring Departments within the County
- Report erroneous and emergency transactions to the Department Liaison Coordinator during normal business hours

Commented [LT16]: Moved to “Card Holder Responsibilities” “Department Coordinator Responsibilities” “Department Head Responsibilities” and “Recordkeeping Section has different placement and is restated”

Commented [LT17]: Moved to Spending Thresholds and Limits” Section has different placement and is restated

Commented [LT18]: Moved to Credits, Returns and Disputes” Section has different placement and is restated

Commented [LT19]: Move to Lost, Stolen or Misplaced Cards”

Commented [LT20]: Moved to “Card Termination \Closing”

Commented [LT21]: Split between “Recordkeeping” and “Emergency Transactions” Section has different placement and is restated

Additional Responsibilities:

- ~~1. Responsible for using P-Card for the purchase of government-related products, goods and supplies and non-professional services.~~
- ~~2. It's the Cardholder responsibility to understand and comply with the Standard Operating Procedure and the Code of Ordinances regarding the definition of authorized purchases.~~
- ~~3. Use of the card by anyone other than the authorized Cardholder is strictly prohibited.~~
- ~~4. Responsible for retaining charge slips and registers receipts for approval, allocation and reconciliation of transactions.~~
- ~~5. Call Bank of America's customer service immediately (24 hours a day, seven (7) days a week) to report a stolen, lost or unauthorized use of the P-Card and immediately notify your Department Head and Liaison.~~
- ~~6. All purchases shall include tax and shipping and handling.~~
- ~~7. Keep a record of all telephone/electronic or mail transactions by keeping P-Card Transaction Form Log, which includes the purchase date, vendor's name and telephone number and amount of purchase.~~

- 8.1. Keep track of your receipts.
- 9.2. Keep track of the merchandise you have ordered and verify that it has been received by your office or the end user.
- 10.3. Know your cycle date (statement date). If you have not received your Statement of Account within ten calendar days of your cycle date e-mail or call the PCPA.

DEPARTMENT DIRECTOR/APPROVING OFFICIAL (AO) RESPONSIBILITIES

Responsibilities

- Director's and Department Heads request for a P-Card must be approved by the County Administrator or authorized representative
- Request P-Card for designated Cardholder(s)
- Set card spending limits, any limit other than the minimum listed will require Administrations approval in writing

Commented [LT22]: Deleted section as redundant. Remaining Section is in Recordkeeping.

Commented [LT23]: Moved to County Procedures and Responsibilities for Purchasing Card Use" Section has different placement and is restated

- Verify the appropriateness of cost and commodity codes
- Review monthly statement with Cardholder(s)
- Sign monthly statement authorizing charges and/or designate representative authorized to approve charges
- Handle disputed items not resolved by Cardholder
- Forward statement(s) with completed transmittal form to Finance no later than the tenth (10th) of every month and reallocated, review and approve in WORKS by midnight of the 27th of each month
- Maintains supporting receipts
- Perform regular audit of card(s) in possession of Cardholders
- Collect cards from Cardholders who end employment or transfer
- Notify the Purchase Card Program Administrator in writing of Cardholder(s) who are no longer with department
- Insure Monthly Card Statements are signed and dated by the Cardholder(s) and by the Department Director or Approving Official
- Directors who are Cardholders must sign and date their Monthly card Statement and must have the signature of the Administrator or designated approved representatives,
- ~~Elected and Appointed officials must sign and date their Monthly Card Statement and send to Finance; there is no requirement for a second signature~~

Commented [LT24]: These are covered in "Recordkeeping" and Monthly Statement Processing Requirements." Section has different placement and is restated

2. Reconciliation/Certification:

- ~~a) When the AO receives the Cardholder Statement of Account from each of the Cardholders, the AO must match up the totals and transactions with report~~
- ~~b) Ensure that each Cardholder is following internal procedures~~
- ~~c) Forward the Statement of Accounts, sales draft copies, copies of Cardholder Statement of Question Item (CSQI) forms, and the original report to Finance~~
- ~~d) Keep a copy of the report for your files~~

3. Follow Up:

- ~~a) If you do not receive a Statement of Account from a Cardholder, you should contact the Cardholder and obtain a copy. Reports may be run through the WORKS system~~

~~b) Keep lines of communication open among you, the Cardholders, the County Purchase Card Program Administrator, and Finance so you can help address problems and concerns as they occur~~

Commented [LT25]: Section deleted was redundant and is covered in prior sections.

LIAISON COORDINATOR RESPONSIBILITIES

~~Each Department Head must establish internal controls for their department's use of the P-Card, and designate a department liaison. The Department Liaison must receive training before any employee in the department receives a P-Card.~~

Responsibilities include:

1. Reviewing vendor receipts and attach all to the Cardholder's statements at the end of each month.
2. Retaining all Cardholder receipts for audit by internal and external auditors.
3. Requesting the PCPA to change default accounting codes for Cardholders.
4. Attempting to resolve any disputes with vendor and/or the financial institution not resolved by Cardholders.
5. Notifying the PCPA within 3 to 5 days of any unresolved disputes, noting the reason for disputes.
6. Notifying the PCPA of lost or stolen cards.
7. Requesting PCPA to cancel a Cardholder's card (e.g. termination, employee transferring to another department, loss of P-Card privileges) within 24 hours of termination or change in status of employee as approved by Department Head.
8. Collecting cancelled cards from Cardholders and forwarding cards to PCPA. Note: If an employee terminates employment through the Human Resources department without notifying their Department Head or department liaison; Human Resources should then forward the card to the PCPA.
9. Assisting Cardholders with erroneous declines and emergency transaction

Commented [LT26]: In Department Coordinator Responsibilities

Commented [LT27]: Now Cardholder responsibilities. Section has different placement and is restated

Commented [LT28]: Now Cardholder responsibilities. Section has different placement and is restated

~~10. Notifying the PCPA of Cardholder requests to have the financial institution contact vendor to accept Visa cards.~~

~~11. Liaisons reconciling their own P-Card purchases must sign the bottom of their monthly statement on the line provided for the Cardholder's signature. The statement is then sent forward to their Department Head for review and approval of all transactions. If approved, the Department head must sign on the Manager's signature line on the liaison's monthly statement.~~

PURCHASE CARD PROGRAM ADMINISTRATORS (PCPA) RESPONSIBILITIES

1. General Responsibilities:

- Orders and cancels P-Cards
- Evaluate card feedback from Provider
- Adjust authorization criteria and spending limits periodically
- Coordinate minority business reporting requirements
- Coordinate issuance and cancellation of cards
- Coordinate program policy issues and maintains internal control
- Coordinate and conduct training for Cardholders
- Participate in ongoing program reviews
- Participates in resolving billing disputes
- Maintain Policy and Cardholder guides/manuals
- Maintain Card Inventory
- Conduct periodic compliance audit
- Conduct periodic operational and compliance audit
- Monitors expenditures and budget
- Expands card thresholds
- Decrease use of the Card
- Manage card application/issuance process
- Review card applications and employee agreement forms for completeness and approvals
- Review new account set up, including card distribution
- Ensure timely closing of accounts (terminations), including notifications regarding outstanding balances and delinquent accounts
- Conduct new cardholder and card manager training (live sessions, webinars, & intranet). Update training documents as required; and monitor links to Intranet training materials

Commented [LT29]: Entire highlighted section is too granular. Recommended changes include all pertinent duties are in the PCPA Responsibilities or other Stakeholder responsibilities. Section has different placement and is restated.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

- Perform hierarchy and account maintenance as needed (I.E.- changes to MMC restrictions, temporary and/or permanent changes to cardholders' account limits, etc.)
- Data management oversight and reporting, including cardholder listings, account status, terminations, etc.
- Ensure transactions are in compliance with accounting and internal control policies and reporting deadlines are met
- Coordinate period audits and policy compliance reviews (audit reports)
- Communicate findings and recommendations to management
- Ensure web based reconciliation activities are conducted in a timely and accurate manner, within established financial and operational guidelines, including
 - User Profile set up and maintenance
 - Card manage/approver set up and maintenance
 - Monitor security settings
 - Default account coding set up and maintenance
 - Routine monitoring of all transaction activity to identify exception items, unapproved, out of policy, etc.
 - Generating month-end and semi-annual data extracts for upload into respective systems and reports
- Provide strategic recommendations for process improvements and efficient use of resources
- Prepare delinquent account notifications and terminated employee outstanding balance notifications. Monitor delinquent account payments

2. Set timeframes for Cardholders to provide Statement of Accounts and backup to Approving Officials.
3. Set timeframes for Approving Officials to provide signed Statement of Accounts and reports to the AP.
4. Educate Cardholders and Approving Officials on P-Card procedures and keep them updated on any changes.
5. Insure Cardholder and Approving Official has a copy of the P-Card SOP as an easy reference tool.

6. Authority to audit all P-Card transactions for appropriateness. Areas to be monitored include, but are not limited to, compliance with the County's P-Card SOP and compliance with County regulations.

DOCUMENTATION, RECONCILIATION AND PAYMENT

1. Documentation

Any time a purchase made by using the P-Card, whether it is done over the counter or by telephone, a document shall be retained as proof of purchase. The documents will later be used to verify the purchase shown on the Cardholder monthly statement.

2. Missing Documentation

a. If the Cardholder does not have documentation of the transaction to send with the statement, the Cardholder must attach on the "P-Card Transaction Form" and explanation that includes a description of the item, date of purchase, merchant's name and address, and why there is no supporting documentation.

FRAUD; MISUSE/ABUSE

Fraud: involves unauthorized use of the card by the Cardholder, someone other than the individual whose name is on the card, or individuals outside the organization. This can include stolen or counterfeit cards, or identity theft. It could also involve non-employees or former employees working in collusion with current employees of the County.

Merchant Fraud: This is another unauthorized activity and involves charges for goods, supplies, non-professional services not provided by a merchant/vendor.

Misuse/Abuse: involves unauthorized activity or purchasing by the employee to whom the card is issued. Misuse covers a wide range of violations, some more severe than others.

Misuse can include poor asset management resulting from buying a larger quantity than necessary, purchasing goods or supplies of a higher quality than the organization would deem appropriate or buying from unauthorized suppliers.

Using the P-Card for personal gain would represent a serious abuse of the card and could result in termination of employment and/or criminal charges being filed against the Cardholder.

Commented [LT30]: Redundant. Recordkeeping has this information.

Formatted: Highlight

Commented [LT31]: This section is addressed in multiple places throughout the new policy and addresses actions taken. Merchant fraud is not an issue that should be addressed in our policy. This would be addressed with merchant and bank.

Formatted: Highlight

LOST, MISPLACED OR STOLEN P-CARDS

Should any employee lose or have their P-Card stolen, it shall be the responsibility of the Cardholder to immediately notify the card issuing institution and the [Department Coordinator/Liaison](#) or Department Head of the loss. The telephone number of the card issuing institution shall be on issuer's document provided when the P-Card is issued to the Cardholder.

Report any lost or stolen P-Card immediately to Bank of America toll-free at 1-800-300-3084. Bank of America representatives are available to assist 24 hours a day, 365 days a year. Be sure to notify Department [Coordinator/Liaison](#) about the lost, misplaced or stolen card at the first opportunity during normal business hours.

The Department [Coordinator/Liaison](#) must notify the PCPA immediately or on the next business day if the card is reported lost/stolen after normal County business hours.

Commented [LT32]: This is in the new policy under Lost/Stolen/Misplaced cards with updated requirements.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

EMERGENCY TRANSACTIONS

Emergency transactions may be handled with the P-Card, with proper authorization. For any transaction that does not meet the spending controls assigned to the card, the Cardholder must contact the PCPA for assistance. (Requests and approvals must be in writing)

CREDITS

Under **no** circumstances should the Cardholder accept cash in lieu of a credit to the P-Card account. The vendor should issue a credit to the card account for any item they have agreed to accept for return. This credit should appear on a subsequent statement.

Please note: Credits can be given by the bank against a card even if it has been closed. This enables continuity for auditing purposes.

Commented [LT33]: Covered under Credits>Returns /Disputes. Section has different placement and is restated

LIABILITY

The P-Card is a corporate charge card and does not affect personal credit. It is the Cardholder(s) responsibility to ensure that the card is used within the stated guidelines of this Standard Operating Procedure (SOP). Failure to comply with the guidelines may result in permanent revocation of the card, notification of the situation to management, and the County may take disciplinary action in accordance with County Policies and Procedures.

Commented [LT34]: Covered in Card Issuance Policy, Cardholder Responsibilities, Spending Thresholds and Limits. Section has different placement and is restated

PAYMENT AND INVOICES

- ~~Purchases made by Cardholders will be paid for from the department's budget. Purchases made with the P Card must have the written certification and approval from the approving official. Department Heads must have County Administrator certification and approval on any purchases made with the P Card. Any disputed charges will be handled through the conflict resolution process.~~
- ~~The "Statement of Account (SOA)" requires the Cardholder to review the statement, verify transactions and to note any errors on the bill. The Cardholder attaches to the statement copies of the receipt(s) (sales drafts) received at the time of purchase. Cardholder must sign the statement certifying items purchased, assigns account codes to each item and forwards to the Department Head/AO or Administrator (when required) after it is received. Noncompliance may mean denial of future use.~~

3.1. The Department Head/AO or Administrator reviews the statements from Cardholders and verifies approval of purchases. Department Head/AO or Administrator signs the statement and forwards to Finance Department no later than the tenth (10th) of each month.

4.2. The Department Head shall be responsible for receiving completed statements from all Cardholders. Review the statements, resolving any questions on the purchases, signing the statements, and forwarding complete Cardholder statements to Finance by the tenth (10th) of the month. Should the Department Head not receive all the statements, it will be their responsibility to contact Cardholder and have the statements furnished at once. Furnish all statements of Account to Finance at the same time. If, however, one or more statements for some reason are not received, the remaining statements will not be held while that one or more is being verified.

Commented [LT35]: Covered in the Monthly Statement Processing Process and Department Head Responsibilities. Section has different placement and is restated

Formatted: Highlight

Formatted: Highlight

DISPUTES

- If items purchased with the P-Card are defective or the repair/service faulty, the Cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in dispute.
- Note all disputed items on the Cardholder's Statement of Account and report the transaction to Bank of America at 1-800-300-3084
- Forward all documentation to the PCPA, Cardholder, and the AO

Commented [LT36]: Process has changed since this writing. New Requirements are updated in the policy. Section has different placement and is restated

Formatted: Highlight

Formatted: Highlight

4. Always keep a copy of the Statement of Account and place in a separate file.
5. Follow Up. The Cardholder will receive a report entitled the **Disputed Transaction Report**. This report will be sent on cycle date (separate from the Statement of Account) to each active Cardholder. The report will include the status of all new disputes (i.e., CSQI forms received) within the cycle, disputes that are unresolved and any disputes that have been resolved within the last 30 days. Please note that once a disputes is resolved, it should only show up once on this report.
6. The Cardholder should use this report to verify that P-Card Provider has received all of the CSQI forms. For unlisted CSQI form, please call the P-Card Provider's Customer Service for further instructions. Use this report to look for any resolved disputes and verify them for payment. Use this report to keep track of any unresolved disputes.
7. The Cardholder is responsible for following up on any disputed transaction.
8. P-Card Provider's (BOA) Customer Service representatives can answer questions that you may have.

UNRESOLVED DISPUTES AND BILLING ERRORS

~~The Cardholder or Department Liaison should always attempt to resolve any disputes or billing errors directly with vendor. In most cases, the vendor will issue a credit to the card account. If an agreement cannot be reached with the vendor, the Cardholder or Department Liaison should complete and sign the Bank of America's Dispute Form and mail or fax to 1-800-253-5846.~~

~~Nearly all issues can be resolved using this process. If the Cardholder is unable to obtain an acceptable resolution, the Cardholder must contact the Department Liaison or PCPA for assistance. The total amount billed by Bank of America will be charged to the individual departmental accounts and credits for disputed transactions will be posted to departmental accounts when the credit appears on the Bank of America billing.~~

CLOSING P-CARD ACCOUNT

- ~~1. Department Heads must collect and destroy cards of departing Cardholders and submit a written memorandum of the destruction of the card(s) detailing card number and Cardholder's name~~

2. ~~Department Heads must collect and destroy cards prior to transfers of Cardholders. The gaining department will determine issuance of a new card and follow the approval process~~
3. ~~If unable to collect the card when employee leaves, the Department head shall notify the PCPA immediately via e-mail and follow up with a memorandum requesting to void the card. The PCPA shall notify the card-issuing institution to void the card to prevent any purchases after the Cardholder has departed~~
4. ~~The PCPA shall notify the card-issuing institution, in writing, of the destruction of cards and make request for voiding cards~~

CARD TERMINATION

The Purchase Card Program Administrator is required to close an account if a Cardholder:

- a) Transfers to a different department
- b) Moves to a new job in which a P-Card is not required
- c) Terminates employment
- d) For any of the following reasons which may subject the Cardholder to disciplinary action:
 - The Procurement Card is used for personal or unauthorized purposes
 - The Procurement Card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the Richland County Government
 - The Cardholder allows the card to be used by another individual
 - The Cardholder splits a purchase to circumvent the \$2,500 per single item purchase limitations of the P-Card
 - The Cardholder uses another Cardholder's card to circumvent the purchase limit assigned to their particular P-Card

Commented [LT37]: Covered in County Issuance Policy, Card Termination \Closing\ Purchasing Guidelines\Monthly Statement Processing Procedure. Section has different placement and is restated

Formatted: Highlight

Formatted: Highlight

- The Cardholder fails to provide Department ~~Coordinator~~Liaison with required receipts
- The Cardholder fails to provide, when requested, information regarding any specific purchase in question
- The Cardholder does not adhere to all of the Procurement Card Policies and Procedures

Formatted: Highlight

Formatted: Highlight

~~*A request for closing a Cardholder account will be processed by the Purchase Card Program Administrator. If a plastic card exists for the P-Card account being closed, it must be returned to the Department Liaison immediately. The Department Liaison should cut the card in half and return it to the Purchase Card Program Administrator for disposal.~~

~~The County reserve the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.~~



**RICHLAND COUNTY PURCHASE CARD PROGRAM
CARDHOLDER AGREEMENT**

I _____, have read and understand the following regarding my use of the Richland County Government (County) Purchase Card (P-Card):

1. I understand that I am being entrusted with access to the County’s Purchase Card Program to make financial commitments on behalf of the County and will restrict my purchases to only approved County activities.
2. I understand that under no circumstances should I use the P-Card to make personal purchases, either for myself or for others. Willful intent to use the P-Card for personal use may result in disciplinary actions including termination of employment.
3. I will follow the established procedures for using the P-Card and understand that failure to do so may result in revocation of my use privileges or other disciplinary actions by the County.
4. I have been instructed on the use of the P-Card and have been given a copy of the County Cardholder Standard Operating Procedures pertaining to the Purchase Card Program.
5. I understand that should my P-Card privileges be terminated or that if I am transferred to another job or position within the County or no longer in the employment of the County, I will return the P-Card that I have been issued in connection with the County Purchase Card Program to the Purchase Card Administrator within five (5) calendar days of the termination of my privileges or my transfer and immediately if no longer employed.
6. I understand that should I violate the terms of this agreement and use the County P-Card for personal use or gain, that I will have to reimburse the County for all incurred charges and may have to pay for fees (including attorney’s fees and expenses) related to the collection of these charges, and may be subject to other disciplinary actions the County may take, up to and including termination and/or criminal prosecution.
7. I understand and agree to process all transactions within two (2) working days of receipt by either approving for payment and forwarding to the Department Coordinator for approval or disapproval, and following the Dispute Procedure as outlined in the Cardholder’s Standard Operating Procedures.

Employee/Card Holder Name (Print): _____ Employee ID # _____

Employee/Card Holder Signature: _____ Date: _____

Department Default Cost Center & GL: _____

Department & Division (if applicable): _____ Phone #: _____

Department Address: _____

Employee email: _____

Department Coordinator email (if applicable): _____

***** APPROVALS *****

Department Head Signature: _____ Date: _____

County Administrators Signature: _____ Date: _____

Procurement Use Only

Request Received By Card Program Administrator: _____ Request Entered Date: _____

Card Program Administrator Signature: _____



Pre-Approval for Food Purchase

Request Details

Department Requesting:

Where: (Location of event)

What: (Type of event)

If Other Event Type,
Please detail:

Meal Type:

Number of Attendees:

Who:

Use "Participant Details" form provided if attendee list does not fit in this space.

Total of Expenditure (provide quote or estimate)

Description and Business Purpose

Provide a detailed description of the event and a clear business purpose.

Purchaser Certification

I hereby certify under penalty of law that the expenditures of funds for the purchase of food and beverage is necessary for the completion of the function of this department, qualifies as a legitimate public purpose. I agree that the above information is completed and accurate. I agree that all required documentation is attached.

Printed Name and Title

Signature

Date

Administration Approval

Signature

Date

PCard Missing Receipt Form

This form is to be used as documentation for missing PCard receipts *ONLY* if the merchant cannot produce duplicate documentation. It is allowed only as a rare circumstance. The form is to be completed by the Cardholder and must be signed by the Cardholder, Departmental PCard Coordinator and Department Head. **Repeated use of this form as a substitute for a receipt may result in suspension or cancellation of the PCard.**

Cardholder Name : _____

Trans ID# _____ Transaction Amount: _____

Post Date: _____ Merchant Name: _____

Why is the receipt missing?

What attempts have been made to request a duplicate receipt from the merchant? (Please include names, dates, phone numbers or emails used in requesting documentation from the merchant.)

Itemize the Purchase:

Description of Item	Cost of Item	Tax Paid
Total		

Business Purpose – Please provide detailed business purpose for the purchase:

Cardholder Signature _____ Date _____

By signing this form, I validate that the above listed item(s) were purchased and that every attempt was made to obtain an itemized receipt from the merchant.

Department Coordinator Signature _____ Date _____

Department Head Signature _____ Date _____

Administrator/Designee Signature _____ Date _____

Elected and Appointed Officials With Purchasing Cards

Grp Name	CH Full Name	Card Create Date
CLERK OF COUNCIL	LIVINGSTON, PAUL	8/12/2017
CLERK OF COUNCIL	MCBRIDE, YVONNE	2/14/2017
JUDGES	MCCULLOCH, AMY	2/20/2020



Richland County Finance Department

2020 Hampton Street, Post Office Box 192

Columbia, South Carolina 29202

Telephone 803-576-2093

Facsimile 803-576-2138

TDD 803-576-2100

Stacey D. Hamm
Finance Director

M E M O R A N D U M

TO: All Department Heads

FROM: Stacey D. Hamm, Finance Director
Crystal Hill, Accounts Payable Manager

SUBJECT: Travel Reimbursement

DATE: March 5, 2019

Please note effective March 5, 2019, the travel policy will be outlined as follows in accordance with the Richland County Code of Ordinance Sec. 2-495 Travel and Expense Reimbursements through Sec. 2-504 Extradition Travel Expenses:

The reimbursement rate for mileage is currently \$.58 cents per mile based on the federal mileage reimbursement rate. The odometer reading must be recorded and submitted as supporting documentation for the reimbursement. Reimbursement shall be limited to the shortest established route.

Daily recurring travel shall be paid once per month. The reimbursement requests should be submitted (as a group) from each department head by the third working day of each month for the preceding month. No employee shall be paid mileage for travel to and from home.

For all out of town business travel, the Department Head must approve the travel in advance (before sending the paperwork to Finance).

All required receipts shall accompany the travel reimbursement voucher, and the voucher shall be signed by the individual, validated by the department head and returned to Finance upon completion of the trip. Receipts are required for all lodging costs, any registration not paid in advance by Finance, commercial travel cost not arranged by the Finance department and required parking.

Daily meal allowance of twenty-eight dollars (\$28.00) per day for in-state business travel, unless the conference/workshop is held in a resort area* in which case the out-of-state rate will apply; daily meal allowance of thirty-five dollars (\$35.00) per day for out-of-state business travel.

Daily meal limit breakdown shall be as follows:

	Breakfast	Lunch	Dinner
In-state	\$5.00	\$ 8.00	\$15.00
Out-of-state	5.00	10.00	20.00

*Resort areas are: Myrtle Beach; North Myrtle Beach; Surfside Beach; Little River; Atlantic Beach; Garden City Beach; Murrells Inlet; Litchfield Beach; Pawley's Island; Hilton Head and Charleston.

Expense money shall be dispensed in the following manner in advance for out of town business travel:

- (1) Personal mileage may be paid in advance based upon distances given on an official South Carolina Department of Highway and Public Transportation map.
- (2) All anticipated lodging costs may be paid in advance.
- (3) A meal allowance of twenty dollars (\$20.00) per day may be paid in advance. However, if an employee will be out of town for one week or longer, an advance may be obtained at the maximum rate allowed per day.

All travel advances and reimbursements should be submitted to Finance by 5pm on Fridays for a check the following week. Please submit advance travel per diem/mileage requests at a maximum of 3 weeks in advance or reimbursement travel requests within 30 days upon return from business travel. Please include the budget expense account on the travel voucher or requisition and verify that the money is available to cover total expense.

Any questions concerning travel should be directed to the Accounts Payable Manager, Crystal Hill at (803) 576-2093.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance / Public Works	Division:	Procurement / Engineering
Date Prepared:	February 8, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 10, 2021
Budget Review	James Hayes via email	Date:	February 10, 2021
Finance Review	Stacey Hamm via email	Date:	February 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award for Kneece Road Sidewalk Project; RC-395-B-2021		

STAFF’S RECOMMENDED ACTION:

That County Council approve the award a construction contract to AOS Specialty Contractors in the amount of \$484,352.50 for the construction of a new sidewalk along Kneece Road

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Design and Construction of this project is funded by a “C” Fund Grant from the Richland County Transportation Committee (CTC).

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

This project was previously approved by County Council via action forwarded from the December 17, 2019 Administration & Finance Committee.

Council Member	Administration and Finance Committee
Meeting	Special Called
Date	December 17, 2019

STRATEGIC & GENERATIVE DISCUSSION:

This project request for a new sidewalk originated from concerned area citizens. Kneece Road connects O'Neil Court and Brookfield Road. The County's Transportation – Penny Department Program staff confirmed that no sidewalk in this area was planned in any upcoming project packages. The Department of Public Works (DPW) Engineering Division requested a "C" Fund Grant from the County Transportation Committee (CTC) for design and construction. Project design was provided by DESA, Inc.

A Request for Bid RC-395-B-2021 was issued and there were two responses. The apparent low bidder was found non-responsive. The second bidder, AOS Specialty Contractors bid of \$484,352.50 was the lowest responsive, responsible bid and was 4% below the Engineer's Estimate of \$506,369 for the project. The SLBE goal established was 23% and was met by the Contractor. Procurement recommends award to the lowest, responsive, responsible bidder, AOS Specialty Contractors.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Minutes – December 17, 2019 Special Called Meeting
2. CTC funding request and approval
3. Site Map
4. Recommendation

The motion for reconsideration failed.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Dickerson stated the committee recommended to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Ms. Dickerson stated the committee recommended to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Livingston noted there was discussion at the committee meeting about additional language being included in the IGA.

Mr. Smith stated the recommendation was to change the language to ensure that any additional compensation due to the municipal judge that the FICA and all other benefits are paid by the municipality, and not the County.

Mr. Malinowski stated, for the record there are scrivener’s errors, and he will provide the corrections to the Clerk’s Office.

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

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

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

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

Present but not Voting: Manning

The motion for reconsideration failed.

- g. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the Kneece Road Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- h. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the and Longreen Parkway Sidewalk Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

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

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

10. **OTHER ITEMS**

- a. Polo Rd. Sidewalk Project – Ms. Steele stated originally Polo Road and Harrison Sidewalk Projects were bid together. The prices that came in were well above the cost estimates; therefore, they were rebid separately. The bids were lower, but they are still over the cost estimate, and the referendum amount. Staff has provided three options: (1) Award the contracts to the lowest bidder; (2) Rebid the projects to attempt to get lower prices; or (3) Attempt to descope the projects.

Ms. Myers inquired if staff has a preferred way forward, which makes the most sense for the project to be completed efficiently, quickly and honors the request from Council.

Special Called Meeting

December 17, 2019

6

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 6

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: This proposed project will consist of the installation of sidewalk, ADA ramps, and any necessary crosswalks along Kneece Rd. from O'Neil Ct. to Brookfield Rd.

INITIAL ESTIMATED COST OF PROJECT: \$479,664.00

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: O'Neil Ct.

ENDING POINT: Brookfield Rd.

TOTAL MILEAGE: .45 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works

CONTACT PERSON: Allison Steele, P.E.

CONTACT PHONE: +1 (803) 576-3576

TITLE OF CONTACT PERSON: Asst. County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia

SOUTH CAROLINA

ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

**RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR**

March 26, 2019

Ms. Allison Steele, P.E.
Assistant County Engineer
Richland County
400 Powell Road
Columbia, South Carolina 29203

Dear Ms. Steele:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for several improvement projects.

Per the CTC's approval, \$49,788.00 was allocated for local paving project **C PCN P038606**. This project is described as resurfacing intersection of Miles Road and Genessee Valley Road.

Per the CTC's approval, \$373,573.50 was allocated for local paving project **C PCN P038607**. This project is described as installation of sidewalk and flashing school signal on Green Hill Parkway.

Per the CTC's approval, \$479,664.00 was allocated for local paving project **C PCN P038608**. This project is described as installation of sidewalk, ADA ramps and any necessary crosswalks along Kneece Road.

Also, per CTC's approval, funds were increased from \$216,269.50 to \$968,950.00 on local paving project **C PCN P037536**. This project is described as design & construction of sidewalk and flashing school zone signing along Longreen Parkway.

Please note that the Project Control Numbers (PCN) shown above will identify these projects in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form

enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions, please contact me at 803-737-0038 or CTC@scdot.org.

Sincerely,

Ivana Gearheart
C Program Administration

Enclosures

Sidewalk Request Kneece Road



Legend

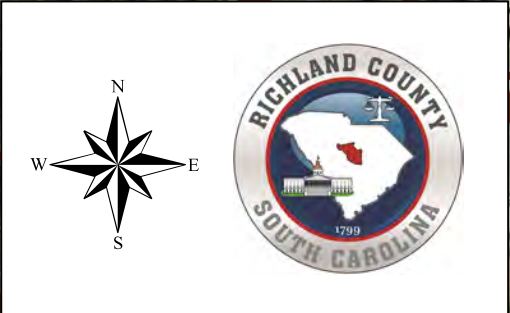
- Schools Public
- Schools Private
- Proposed Sidewalk
- Existing Sidewalks*
- Funded Sidewalk
- Transportation / Penny

Road Maintenance

- County Paved
- County Unpaved
- SCDOT
- Private or Other
- Railroads

*Sidewalks connecting to schools near subject area, not all sidewalks shown.

1 inch = 500 feet



**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130

Attachment 4



February 5, 2021

To: Gary Barton, Engineer Associate II
CC: Stephen Staley, County Engineer
Re: RC-395-B-2021 Kneece Rd Sidewalk project

Dear Mr. Barton,

A bid opening was held at 3:00 PM on January 19, 2021 via Bonfire. Procurement has reviewed the two (2) submitted bids for the project. The bids received were as follows.

Submitted Bids		
Business	Status	Bid Total
AOS Specialty Contractors	Responsive	\$484,352.50
Tolleson Limited Co	Non-Responsive	\$403,789.57

The apparent low bidder, Tolleson Limited Co., did not provide the required bid bond and therefore their submission was found to be non-responsive. Further review shows that AOS Specialty Contractors is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory virtual Pre-Bid Conference was held at 10:00 AM on January 7, 2021 via Zoom, during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference. The lowest responsive, responsible bid was 4% below the engineer's estimate of \$506,391.60 for the project. The SLBE goal established was 23% and was met by the contractor. Procurement recommends award to the lowest, responsive, responsible bidder, AOS Specialty Contractors.

Sincerely,

Handwritten signature of Jennifer Wladischkin in cursive.

Jennifer Wladischkin, CPPB, CPPM
Manager of Procurement



Kneece Road Sidewalks Project
RC-395-B-2021

	AOS Specialty Contractors, Inc.	Tolleson Limited Company
Total Cost	\$ 484,352.5	\$ 403,789.57

[Print this page](#)**Board: Commercial Contractors****AOS SPECIALTY CONTRACTORS INC**

1224 TWO NOTCH RD
LEXINGTON, SC 29073-3747
(803) 798-6831

License number: 111758**License type:** GENERAL CONTRACTOR**Status:** ACTIVE**Expiration:** 10/31/2022**First Issuance Date:** 07/27/2005**Classification:** BD5 AP5 CP5 GD5 HI5 WL5 IR5 MS5 SP5 BT5 WP5 2U5 BR5 CT5 MR5 SS5**Qualified By:** Financial Statement**President / Owner:** DIANNE RUSHING[Click here for Classification definitions and licensee's contract dollar limit](#)**Supervised By**[PLANTE JANE \(COG\)](#)[WILKES LUKE \(COG\)](#)[RUSHING DIANNE \(COG\)](#)[File a Complaint against this licensee](#)**Board Public Action History:**[View Orders](#)[View Other License for this Person](#)[No Orders Found](#)

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-395-B-2021 *Non-Mandatory* Zoom Meeting	Project Name: Kneece Road Sidewalk Project		Date: 1/7/2021
			Time: 10:00AM
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
DESA	Alex McCune		
Richland County	Stephen Staley		
Richland County	Margaret Jones		
Richland County	Erica Wade		
Richland County	Tyler George		
Richland County	Gary Barton		
Richland County	Zachary Gore		
Richland County	Michelle Rosenthal		
Richland County	Cheryl Cook		
AOS	Joni Peterson		
AOS	Mike Locola		
Richland County	Jennifer Wladischkin		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance	Division:	Procurement
Date Prepared:	January 20, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 08, 2021
Budget Review	James Hayes via email	Date:	February 17, 2021
Finance Review	Stacey Hamm via email	Date:	February 08, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award, RC-381-B-2020		

STAFF’S RECOMMENDED ACTION:

It is recommended that County Council approve the award of a construction contract to Armstrong Contractors, LLC for \$120,586 for the repair and resurfacing of roads in the Wildewood Neighborhood.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	NA	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is funded by a “C” Fund Grant from the County Transportation Committee (CTC).

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

This project was previously approved by County Council via action forwarded from the December 17, 2019 Development & Services Committee.

Council Member	Development & Services Committee
Meeting	Special Called Meeting
Date	December 17, 2019

STRATEGIC & GENERATIVE DISCUSSION:

This project request for paved road repair and resurfacing originated from citizen concerns about the poor condition of roads in their neighborhood. The County's Transportation – Penny Department staff indicated that these roads were not included in any of the upcoming resurfacing project packages. The County Engineer staff prepared a cost estimate for the improvements. This estimate, along with mapping was provided to the CTC (please see attachments).

The cost estimate was approved for funding by the County Transportation Committee (CTC) for \$258,572. Procurement Department Staff then advertised the construction project.

Armstrong Contractors' bid of \$120,586 was the lowest responsive and responsible bid and was within the Engineer's Estimate for the project. They also have committed to a 23% utilization of Small Local Business Enterprise (SLBE) companies, which meets the goal for this project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Minutes – December 17, 2019 Special Called Meeting
2. CTC funding request
3. Location Map
4. Bid Tabulation

The vote was in favor.

3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Malinowski stated we have transferred the entire D&S and A&F agendas to the Special Called Meeting agenda for action. Normally, we have a week, at least, to be able to review what took place at the committee meeting(s). Some people are not even on one or the other committee, and may not have been at the meeting to hear the discussion, and get pertinent information to cast a vote. It seems to him, if these are not time sensitive matters, he does not know why we are rushing to put them on the Council agenda.

Mr. Brown stated during the A&F Committee meeting there were two (2) items that were added to the “Items for Action”; therefore, they need to be added to the Council agenda for action, as well. Those items are as follows:

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

Mr. Manning stated, for clarification, these items were published as items not for action. Then, they were moved to action, in the committee, and now they are being added to the Council agenda. He stated he wanted to echo Mr. Malinowski’s concerns about the other items. He feels like if an item was published for action, and he was not on the committee, but he had an interest in knowing what was going on, particularly when the agenda that was published for tonight’s meeting did not have it. For the record, when he reads the agenda, he can tell whether the item is for action or not.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

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

Opposed: Malinowski and Manning

The vote was in favor.

4. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Richland County vs. SC Dept. of Revenue

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

6. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

7. **REPORT OF THE CHAIR** – No report was given.

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

- a. **Approval to Develop and Advertise CTC Funded Projects** – Ms. Terracio stated the committee recommended to direct County staff to proceed with project development, staff design and advertisement for construction of the repair and resurfacing projects of the roads/intersections named herein using the “C” Funds previously approved by the CTC.

Special Called Meeting
December 17, 2019

Mr. Malinowski noted on p. 29 of the agenda Riverwalk Subdivision is listed as District 1, when it is actually in District 2.

Mr. Manning stated that Mr. Malinowski had brought this to the committee's attention, prior to them taking action on the item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. County Sidewalk Program – This item was held in committee.
- c. I move that Richland County undertake a study regarding the existence/prevalence of PFAS groundwater and soil throughout the County. If desired, the County should coordinate with all municipalities within its boundaries to derive a comprehensive study on these harmful chemicals, and if necessary or warranted, a plan for corporate remediation [MYERS] – This item was held in committee.

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

- a. Memorandum of Understanding – COMET – Mapping Services – Ms. Dickerson stated the committee recommended to approve the MOU, to correct the name of the entity from COMET to CMRTA/COMET, and include the CMRTA/COMET address on the last page of the MOU.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. Dickerson stated the committee recommended to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

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

Opposed: Malinowski

Present but Not Voting: Manning

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 9

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: The Richland County Public Works is requesting \$258,571.80 to repave worn and damaged asphalt on three roads within the Wildewood Subdivision. The proposed repaving would allow for road improvements outside that covered by the Penny Transportation Department. The County roads are Running Fox Rd W, Meadowbrook Dr. and Loan Oak Ln.

INITIAL ESTIMATED COST OF PROJECT: \$258,571.80

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: Running Fox Rd W

ENDING POINT: Loan Oak Ln

TOTAL MILEAGE: .62 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works, Engineering Division

CONTACT PERSON: Mr. Stephen Staley, PE

CONTACT PHONE: +1 (803) 576-2479

TITLE OF CONTACT PERSON: County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia

SOUTH CAROLINA

ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

**RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR**

Wildewood Paving Project

Attachment 3

Legend

- Mill and Fill 2"
- Parcels
- Roads
 - County Paved
 - Private or Other
 - County Unpaved
 - SCDOT



1 in = 100 feet

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

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

COPYRIGHT © 2020
Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



Wildewood Subdivision RE-paving
RC-381-B-2021

	Armstrong Contractors LLC	C.R. Jackson, Inc.	Palmetto Corp of Conway	Sloan Construction a division of Reeves Construction
Total Cost	\$ 120,586.00	\$ 187,525.5	\$ 164,867.27	\$ 152,504.42

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance	Division:	Procurement
Date Prepared:	February 2, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 05, 2021
Budget Review	James Hayes via email	Date:	February 08, 2021
Finance Review	Stacey Hamm via email	Date:	February 08, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval of award of Engineering Services; Spring Park Drive and Greenhill Parish Parkway sidewalk design		

STAFF’S RECOMMENDED ACTION:

It is recommended that County Council approve the award of engineering services for the Spring Park Drive and Greenhill Parish Parkway sidewalks to Holt Consulting Company, Inc in the amount of \$232,208.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

A “C” Fund Grant from the County Transportation Committee (CTC) will fund this design project, along with associated construction costs.

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

None.

REGULATORY COMPLIANCE:

These projects will enhance pedestrian and motorist safety and will comply with prevailing engineering design standards and provisions of the Americans with Disabilities Act (ADA).

MOTION OF ORIGIN:

This project did not originate from a Council motion.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Spring Park Drive

In March 2019, *The State* newspaper reported that a vehicle on Spring Park Drive in Northeast Columbia struck a child. This was also reported to the County's Ombudsman office and a request was made for Department of Public Works (DPW) staff to look into installing a sidewalk along this road. This new sidewalk meets the County criteria as it connects residences in the area to both Longleaf Middle and Sandlapper Elementary Schools and will extend to Longreen Parkway and Hobart Way. It will include ADA compliant curb ramps, detectable warnings, and pavement markings.

Greenhill Parish Parkway

In September 2018, a Citizen Service Request (CSR) was received by the County's Ombudsman office requesting sidewalks be installed on Greenhill Parish Parkway from the roundabout at Upland Hill Lane to the Catawba Trail School. The CSR included a request to also install flashing School Zone signs since there is no longer a crossing guard assigned to this area. This new sidewalk request qualified per the County's criteria for connectivity and safety. The new sidewalk will be installed on both sides of the roadway and will include ADA compliant curb ramps, detectable warnings, and pavement markings.

A Request for Proposal was issued on October 26, 2020 and six submittals were received. An evaluation team scored the submittals and the highest ranked Offeror was Holt Consulting Company.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Location maps are provided for reference.

ATTACHMENTS:

1. Location Map (Spring Park Drive)
2. Location Map (Greenhill Parish Parkway)



Richland County & Woolpert

Spring Park Rd. Improvement Request

Legend

Improvement request

Parcels

Roads

County Paved

Private or Other

County Unpaved

SCDOT



Attachment 1

108 of 138 in = 374 feet

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

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

COPYRIGHT © 2019
 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203










Greenhill Parish Pkwy New Sidewalks & Signs



Richland County & Woolpert

Legend

-  New Flashing Signs - School Speed Zone
-  Existing Sidewalk
-  Proposed Sidewalk

-  Parcels
- Road Maintenance**
-  County Paved
-  Private or Other
-  SCDOT



Attachment 2

1 inch = 352 feet



Richland County Public Works - 2018



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste and Recycling
Date Prepared:	February 05, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 17, 2021
Budget Review	James Hayes via email	Date:	February 18, 2021
Finance Review	Stacey Hamm via email	Date:	February 16, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Extension with Sonoco Recycling		

STAFF’S RECOMMENDED ACTION:

That Richland County Council approve a Five-Year contract extension with Sonoco Recycling to sort, process, and market recyclable materials collected by the County.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The previous Five-Year contract was executed on April 1, 2016 and terminates March 31, 2021. The fees for recycling services will increase with the upcoming contract extension. There will be a baseline fee increase of \$25 / ton, which equates to a \$0.12 to \$0.86 / household annual increase for the County. Total fees are based on a variety of factors; monthly commodity market prices, inflation, composition of recyclable materials, resident education and participation. Baseline fee increases 5% each year during the term of the contract (See Attachment 1 – Contract Amendment). The recycling program represents on average 3-4% of the total Solid Waste & Recycling Division’s annual operating budget.

The Office of Budget and Grants Management remains concerned that the overall solid waste expenditures remain above revenue.

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

REGULATORY COMPLIANCE:

This contract supports the County’s recycling program that is mandated by South Carolina mandate.

MOTION OF ORIGIN:

There is no associated council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This contract is an integral part of the County’s curbside recycling collection program.

Richland County, through its curbside collection contractors, has picked up recyclable household waste since approximately 1995. The County currently services over 96,000 homes that produced 11,500 tons of recyclable waste for the 2020 calendar year. The contract with Sonoco Recycling involves Richland County providing recyclable materials to Sonoco for sorting, processing, and marketing.

Since 2010, Sonoco has invested approximately \$5 million in developing their Material Recovery Facility (MRF) off Bluff Road to primarily manage the single stream recyclables generated by the County. Approximately 50% of Sonoco’s total plant workforce facilitates the County’s recycling program. In addition, Sonoco has a Recycling Education Center at their MRF off Bluff Road, in order to support efforts to educate the public about the benefits of recycling.

The existing agreement for services between Sonoco and the County was executed on April 1, 2016. The agreement, among other things, establishes rates to be charged to the County by Sonoco for processing recyclable materials (See Attachment 2 – Example: Weighted Average Price (WAP) of the County’s Recyclable Materials). The proposed Five-Year extension keeps the termination clause available to Sonoco and the County, which requires at least thirty (30) days prior written notice by the party making such notification. Automatic yearly renewals began April 1, 2022 ending April 1, 2025.

ADDITIONAL COMMENTS FOR CONSIDERATION:

- There are no other commercial MRF operating in Richland County and, in fact, only one other commercial facility exists in the state (Pratt Industries in Duncan, SC), which is 92 miles outside of the County.
- Sonoco has been an integral partner with establishing and maintaining the County’s recycling infrastructure since 1995.
- The commodity market has always been unpredictable and makes it very difficult to forecast exact revenue / cost figures. Unfortunately, recycling cost structure is dictated in large part by commodity market forces. This agreement was negotiated to keep cost as fixed as possible to reduce large fluctuations for the County’s residents.

<u>Average cost estimates based on 2020 Actual Markets:</u>	
Annual volume	11,500 tons
Annual Increase per Ton	\$7.14/ton
Annual Increase /Per Household	\$0.86 Per Year
Monthly Increase/Per Household	\$0.07 per household / month

ATTACHMENTS:

1. SONOCO Executed Contract May 2016
2. Richland Co. Contract Extension Letter
3. SONOCO WAP Example
4. Richland County Analysis 02.10.2021
5. Contract Amendment

STATE OF SOUTH CAROLINA)	SERVICES AGREEMENT
)	Recyclable Materials
RICHLAND COUNTY)	Processing and Marketing

1st **THIS AGREEMENT** (“Agreement” or “Contract”) is made and entered into this June, 2016, by and between Richland County, South Carolina, a duly organized political subdivision of the State of South Carolina (the “County”) and Sonoco Recycling, LLC a North Carolina limited liability company (“Sonoco”) (collectively the “Parties”).

WITNESSETH

WHEREAS, the County desires to engage Sonoco, to provide the sorting, processing and marketing of recyclable materials collected by the County’s recycling program; and

WHEREAS, Sonoco has represented to the County that it is qualified to perform the described work and based upon Sonoco’s representations, the County desires to retain the services of Sonoco to perform the work described herein; and

WHEREAS, the County desires to contract with Sonoco on such terms and conditions as are set forth herein.

WHEREAS, the Parties mutually agree to hereby terminate (a) the Agreement for Professional Services dated April 1, 2003 (b) the terms and conditions agreed to as of June 1, 2005, (c) Addendum #1 dated April 1, 2008, (d) Addendum #2 dated August 24, 2009 and (e) Addendum #3 dated June 22, 2011.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- 1.1 **“Agreement”** – This Agreement between the County and the Sonoco, including the Exhibits, Schedules and any written amendments to either as modified, supplemented or restated from time to time.
- 1.2 **“Weighted Average Price” or “WAP”** – A market index used monthly to account for fluctuations in the commodity markets. The WAP of Recyclable Materials delivered to the MRF is calculated pursuant to Exhibits B and C of this Agreement.
- 1.3 **“Commencement Date”** – Except as otherwise provided for herein, the Commencement Date is the date on which Sonoco commences to accept, process, and market Recyclable Materials in accordance with this Agreement.

- 1.4 **“County”** –Richland County, South Carolina, including its departments, divisions, personnel and agents.
- 1.5 **“Contracting Officer”**- The person who shall have the authority to act on the behalf of the County to make binding decisions with respect to this contract. The Contracting Officer shall be the person occupying the position of the Director of Procurement.
- 1.6 **“Contract Year”** – Twelve (12) consecutive months beginning on the Commencement Date and every consecutive twelve (12) months thereafter for the term of the Contract.
- 1.7 **“Effective Date”** – The date upon which this Agreement is fully executed by both Parties. The later signature date shall be the Effective Date.
- 1.8 **“Environmental Laws”** – All applicable federal, state, county or local laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.9 **“Force Majeure”** – Any event relied upon by Sonoco or the County, as applicable, as justification for delay in or excuse from complying with any obligation required of Sonoco or the County, as applicable, under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Contract or any permits or licenses of the MRF with respect to the acceptance and/or processing of Recyclable Materials; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Sonoco or the County, as applicable, under this Agreement; or (iv) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or processing of Recyclable Materials at the MRF.
- 1.10 **“Hazardous Waste”** – Any hazardous or toxic substances, materials or wastes including those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances under 40 CFR part 302 and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including without limitation, any materials, waste or substance which include petroleum, asbestos, polychlorinated biphenyls, defined as a “hazardous substance” or “hazardous waste”

under applicable local, state or federal law or the equivalent under applicable foreign laws, designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, defined as “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, “Hazardous Substances” shall include what are commonly termed “Household Hazardous Wastes”, including “Universal Wastes”, as defined under the Resource Conservation and Recovery Act, including but not limited to lead-acid or other batteries, fluorescent light tubes, compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.

- 1.11 “Materials Recovery Facility” or “MRF”** – Sonoco’s Recyclable Materials processing facility located at 1132 Idlewilde Boulevard, Columbia, South Carolina.
- 1.12 “Recovered Materials”** – Recyclable Materials that have been processed to market specifications.
- 1.13 “Recyclable Materials”** – Various recyclable products and packaging designated by the County for recycling collection programs, including;
- Glass: Transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
 - Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
 - Aluminum used beverage container and foil clean of food.
 - Plastics #1-7– blow molded (bottle necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable.
 - Newspapers and advertisement inserts loose or placed in Kraft (brown) bags. Old newspaper that contains incidental moisture from rain or snow will be acceptable.
 - Magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) bags.
 - Corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 feet by 2 feet and that have liners of Kraft, jute or test liner. Staples and tape with waste soluble glues do not have to be removed. Corrugated containers may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) bags. Wax-coated and oriental old corrugated containers are not acceptable.
 - Kraft (brown) paper bags- all sizes of loose, bundled or bagged Kraft paper grocery sacks.
 - Junk Mail- all dry, loose or placed in Kraft (brown) bags white and colored ledger and copier paper, note pad paper (no backing), loose-leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).

- Phone books loose or placed in Kraft (brown) bags.
- Boxboard- all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and Boxboard that has been contaminated by food is not acceptable.

Recyclable Materials includes incidental amounts of Rejects and non-designated materials as can be normally expected as part of municipal recycling collection but in no case shall glass or Rejects exceed 20% by weight or Rejects, non-designated materials and glass combined exceed 35% by weight. The list of Recyclable Materials may be expanded or contracted from time to time as determined jointly by the County and Sonoco.

- 1.14 “Rejects”** – Materials other than Residue that cannot be processed into Recovered Materials that Sonoco does not accept at the MRF.
- 1.15 “Residue”** – That portion of the Recyclable Materials other than Rejects accepted by Sonoco that are not converted to Recovered Materials.
- 1.16 “Single Stream”** – A method of collecting and processing Recyclable Materials whereby all Recyclable Materials are collected and delivered to the MRF mixed together.
- 1.17 “Ton”** – A unit of weight equal to 2,000 pounds, also referred to as a “short ton.”
- 1.18 “Uncontrollable Circumstance”** – Acts of God or other causes factually beyond the control and without the fault or negligence of the County or Sonoco. Recovered Material market fluctuations or product availability will not be deemed factually beyond Sonoco’s control.

ARTICLE 2. TERM OF AGREEMENT

- 2.1 Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Commencement Date.
- 2.2 Commencement Date.** Except as otherwise provided for herein, the Commencement Date shall be April 1, 2016.
- 2.3 Term.** The original term (“Original Term”) of this Agreement is one (1) year with four (4) one-year automatic renewals not to exceed a total of five (5) years. Due to the complexity of this agreement the County will contemplate an extension of this agreement beyond the initial five (5) year agreement period.

ARTICLE 3. SERVICES AND SCOPE TO BE PERFORMED

Beginning on the Commencement Date and as defined in Exhibit A, Sonoco shall accept and process Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF. The County agrees that all of the Single Stream and Recyclable Materials collected by or on behalf of the County will be delivered to the MRF. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.

ARTICLE 4. COSTS AND COMPENSATION

In the monthly report required in Article 5.2, Sonoco shall include the total revenue or charge due to the County resulting from the Recyclable Materials delivered to the MRF during the previous month as described in Exhibit B, including the WAP. Payment of said revenue or charge shall be submitted within thirty (30) calendar days from the end of the month for which the payment is due.

ARTICLE 5. REPORTING AND RECORDS

- 5.1 Recordkeeping.** Sonoco shall create, maintain and make available records as defined herein, and which may be required by applicable local, state, and federal laws, rules and regulations;
- 5.1.1** Sonoco will record Recyclable Materials tonnage by date, type and source.
 - 5.1.2** Sonoco will record Rejects and Residue tonnage by date.
 - 5.1.3** Sonoco shall maintain other records, documents and reports as the County may reasonably require to verify compliance with the Agreement or to meet the County's reporting requirements with the State of South Carolina.
- 5.2 Reporting.** Sonoco shall submit to the County monthly and annual reports that summarize the weights of Recyclable Materials delivered by the County to the MRF. Weight records will be in a format as required and acceptable to the County to include details of each certified scale (refer to Exhibit A (A) (4)) entry invoiced. Typical information to be included in an Excel spreadsheet format includes, but is not limited to: date, material type, weight, and source of the recyclable material (truck number). The County would require the report and other supporting documents by the 15th of the following month. If the 15th falls on a weekend, the report shall be submitted the following business day. Annual report shall be submitted by the fifteenth (15th) day of the month following the end of the County's Fiscal Year.

ARTICLE 6. TERMINATION

6.1 For Cause. The County, by advance written notice, may terminate this Agreement for cause. For cause shall mean if Sonoco is in violation of any local, state, or federal law. If this Agreement is so terminated, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Sonoco will not be compensated for any other costs in connection with a termination for cause. Sonoco will not be entitled to recover any damages in connection with a termination for cause. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

6.2 For Default. If either Party fails to perform the Agreement or any separable part thereof in a timely or workmanlike manner in accordance with the Agreement, or otherwise fails, to comply with any of the terms and conditions of the Agreement deemed to be material (including, without limitation, the requirement that Sonoco obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Agreement.

In the event of default, the non-defaulting Party may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty (30) days from the receipt of the notice to cure any default. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by providing written notice of termination to the defaulting Party. In the event of a default, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Except as otherwise provided herein, Sonoco shall not be entitled to any costs or damages resulting from a termination under this section.

6.3 For Convenience. Both Parties shall have the right to terminate this Agreement in whole or in part for convenience at any time during the course of performance by giving thirty-(30) day's written or telegraphic notice. Upon receipt of any termination notice, Sonoco shall immediately discontinue services on the date and to the extent specified in the notice.

Either Party, depending on the commodity prices at the time of the termination notice, shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

6.4 Rights Cumulative. The rights and remedies of the County and Sonoco provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES.

7.1 **Sonoco.** Sonoco represents and warrants as follows:

- 7.1.1 Sonoco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina and is authorized to do business in South Carolina.
- 7.1.2 This Agreement has been duly executed and delivered by Sonoco and constitutes a legal, valid and binding obligation of Sonoco, enforceable against Sonoco in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.
- 7.1.3 Sonoco has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Sonoco has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.
- 7.1.4 Sonoco's MRF has and shall maintain the capacity to accept all Recyclable Materials collected daily by the County. In the event that the MRF cannot accept and process all Recyclable Materials collected daily by the County for any reason, Sonoco shall provide an alternative facility to accept and process the County's Recyclable Materials at the same cost as at the MRF. Any additional costs to the County for acceptance and processing of County's Recyclable Materials at an alternative location due to Sonoco's lack of capacity at the MRF, including but not limited to incremental additional transportation costs, shall be paid or reimbursed by Sonoco.

7.2 **County.** The County represents and warrants as follows:

- 7.2.1 This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- 7.2.2 The County has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The County has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

ARTICLE 8. NOTICES

All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Sonoco:
Sonoco Recycling, LLC
1 North 2nd Street
Hartsville, SC
29550
Phone: (843) 383-7000
Facsimile: (843) 339-6612
Attn: President

To the County:

Richland County Government
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Attn. Director of Procurement

with a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
Attn: William C. Boyd, Esq.
Fax: (803) 540-7878

And a copy to:

Director of Richland County Solid Waste & Recycling
1070 Caughman North Road
Columbia, SC 29203

ARTICLE 9. GENERAL PROVISIONS

- 9.1 Non-discrimination.** Sonoco shall not discriminate against any individuals based upon age, sex, race, disability, sexual orientation or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

9.2 Indemnification. Sonoco shall indemnify and save the County harmless from and against, and shall reimburse the County for, any and all claims, demands, losses, liability, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person or entity and for injury to, illness, disease, or death of, any person arising, in whole or in part, out of or in connection with the Sonoco's or its agent's or subcontractor's gross negligence or willful misconduct. Sonoco's liability to the County as set forth in the preceding sentence shall be limited by the extent to which the damage, loss, injury, illness, disease or death is due to any acts or omissions of the County.

9.3 Insurance. Before performing any work under this Agreement, Sonoco shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of South Carolina and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the County.

9.3.1 Workers' Compensation. Sonoco will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required by the laws of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements).

9.3.2 South Carolina Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of South Carolina Statutes, Chapter 440 and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

In the event Sonoco has "leased" employees, Sonoco or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

9.3.3 Commercial General Liability. Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$2,000,000 general aggregate limit covering all work performed under this Agreement.

9.3.4 Business Automobile Liability. Sonoco agrees to maintain Business Automobile Liability at a limit of liability not less than \$1 million combined single limit per accident for bodily injury and property damage covering all work performed under this Agreement. Sonoco further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles.

9.3.5 Umbrella Liability. With limits of not less than \$5 million each occurrence covering all work performed under this Agreement.

9.3.6 Required policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverage: The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of Sonoco; premises owned, occupied or used by Sonoco. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under Sonoco's general liability policy. Sonoco's insurance coverage shall be primary insurance in respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of Sonoco's insurance and shall not be required to contribute.

Any failure to comply with reporting provisions of the Company's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

Workers' Compensation: The Company agrees to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Company for the County.

9.4 **Transfer or Assignment of Agreement.** This Agreement and any permits required for performance of the Agreement, may not be assigned, conveyed, or otherwise disposed of without the written permission of the County, which permission will not be unreasonably withheld. No such assignment shall relieve Sonoco of its liability for any acts or omissions that occurred while Sonoco was performing any of its duties and responsibilities under this Agreement. In the event Sonoco elects to use any subcontractors, this does not relieve Sonoco from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. Sonoco's responsibilities with respect to any such subcontract shall include, without limitation, responsibility for said subcontractor's compliance with all applicable federal, state, and local laws, rules and regulations.

9.5 **Controlling Law.** This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either Party hereto. Except as provided in Section 6.3 this Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the Parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted the waiver. The provisions of

this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. This Agreement is not intended to confer upon any third parties, other than the Parties hereto, any rights or remedies. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

- 9.6 Arm's Length Negotiations.** Each Party hereto expressly represents and warrants to all other Parties hereto that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties hereto and their respective counsel.
- 9.7 Construction.** The Parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumptions or burdens of proof shall arise favoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.
- 9.8 Independent Contractor.** Sonoco is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No Sonoco employee shall hold himself out as an employee of the County, and none shall have power or authority to bind or obligate the County in any manner, except the County shall make payment to Sonoco for services and expenses as herein provided. Sonoco shall be liable for and pay all taxes required by local, state or federal governments, included but not limited to Social Security, worker's compensation, Employment Security and any other taxes and premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Sonoco or its employees, agents and servants by reason of this Agreement.

- 9.9 Permits and Licenses.** Sonoco shall, without additional expense to the County, be responsible for obtaining and maintaining in force any and all licenses and permits as may be required or necessary in connection with providing the services described herein.
- 9.10 Non-Appropriations.** Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

ARTICLE 10. TAXES

Sonoco shall pay all applicable sales, consumer, use and other similar taxes required by Federal, State and local law.

ARTICLE 11. FORCE MAJEURE

- 11.1 Force Majeure.** Except for any payment obligation by either Party, if the County or Sonoco is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Sonoco to correct the adverse effect of such event of Force Majeure.
- 11.2 Notification.** In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Article, time is of the essence.

ARTICLE 12. MISCELLANEOUS

- 12.1 Succession of Agreement.** This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.2 Survival.** Any rights either Party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 12.3 Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Sonoco and County.

- 12.4 Further Assurance.** Sonoco and County agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 12.5 Time of the Essence.** For purposes herein, the Parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- 12.6 Captions and Section Headings.** Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 12.7 No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 12.8 Gender.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 12.9 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 12.10 Schedules and Exhibits.** All schedules or exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.
- 12.11 Attorney Fees.** In the event of litigation between the Parties regarding this Agreement, each Party shall be responsible for their own attorney's fees and costs.
- 12.12 Third Party Rights.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 12.13 Modification.** Any modification to this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement under their respective signatures the day and year first written above.

WITNESSETH FOR SONOCO RECYCLING: SONOCO RECYCLING LLC

- 1) Angie W. Bogart
- 2) Jim M. Harey

[Signature]

By its: President

Date: 05/13/16

WITNESSETH FOR COUNTY:

- 1) Ashleigh Mj
- 2) Wked B

RICHLAND COUNTY

Tony McDonnell

By its: Administrator

Date: 1 June 2016

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

EXHIBIT A. SCOPE OF SERVICE

(A) Materials Acceptance

- (1) Beginning on the Commencement Date, Sonoco shall accept Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF during the receiving hours.
- (2) Sonoco shall, except as otherwise specifically stated in this Contract, obtain, maintain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform services and duties as required by this Contract, without additional cost to the County. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.
- (3) With the exception of Hazardous Substances as described in Section (C)3 of Exhibit A, title and ownership of all materials passes to Sonoco upon delivery.
- (4) The MRF shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing delivery vehicles. Sonoco shall have the scales calibrated and inspected on a yearly basis, at a minimum. Sonoco shall ensure that the scales are legally certified by the South Carolina Department of Agriculture at all times.
- (5) Vehicles delivering by or on behalf of the County will off-load Recyclable Materials at the MRF. Sonoco shall weigh all trucks that enter the MRF, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the County. Sonoco may use tare weights. If Sonoco chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days and made available to the County on demand. Inbound loads of Recyclable Material delivered by or on behalf of the County shall be weighed, recorded and tabulated separately.
- (6) Sonoco shall have the capacity to accept all Recyclable Materials collected by the County. The operating hours of the MRF shall commence no later than 7 a.m. Monday – Friday and remain open until 5 p.m. each day. The County may require additional hours to complete scheduled drop-offs. The County continues to provide services on most holidays or adjusts schedules as needed to ensure all customers are serviced weekly and Sonoco agrees to work cooperatively with the County to accommodate for these holidays or adjusted schedules.
- (7) Sonoco shall ensure that County's route collection vehicles, on average, wait no longer than twenty minutes to off-load.

(B) Right to Inspect

Sonoco shall have the right to inspect all loads of Recyclable Materials delivered to the MRF by or on behalf of the County.

EXHIBIT A. SCOPE OF SERVICE CONTINUED

(C) Materials Rejection

- (1) Sonoco shall not reject any load of Recyclable Materials delivered to the MRF by or on behalf of the County, except as described herein.
- (2) If Sonoco determines a load of Recyclable Materials contains an excessive amount of Rejects, Sonoco shall immediately inform the County of the delivery location, vehicle number, date, time, and estimated quantity and type of Rejects of such load including digital pictures. The County will work to reduce the quantity of Rejects in the future.
- (3) If Sonoco determines a load of Recyclable Materials contains more than 20% by weight of glass or Rejects or 35% by weight of Rejects, non-designated materials and glass combined then Sonoco shall notify the County and provide digital pictures. The County will have the option to pay for Sonoco to dispose of the rejected load in a landfill or pay a processing charge defined by Sonoco based on the expected costs to process the load in the MRF.
- (4) If Sonoco suspects that any Hazardous Waste is contained within a load of Recyclable Materials delivered to the MRF by or on behalf of the County, Sonoco will notify the County immediately. Sonoco shall properly isolate and containerize the materials in accordance with all Applicable Laws. After notification is provided by Sonoco to the County concerning the potential presence of Hazardous Substances, it is the responsibility of the County to remove the materials and potential Hazardous Substances from Sonoco's Facility within twenty-four (24) hours and properly dispose of the materials and potential Hazardous Substances as required by Applicable Laws.

(D) Processing, Transporting and Marketing

Sonoco shall bear all costs associated with processing, transporting and marketing of Recovered Materials delivered by the County. Sonoco shall not dispose of (i.e. destroy or incinerate) Recyclable Materials without written approval by the County. Sonoco shall certify, if questioned, that all Recyclable Materials delivered by the County are recycled. Sonoco shall disclose to the County if asked, the intended secondary markets for Recyclable Materials. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

(E) Disposal

Sonoco is responsible for all costs of transporting and disposing of only non-Recyclable Materials, including Rejects and Residue, generated at the MRF.

(F) Composition Study

- (1) The County or Sonoco may request Composition Studies if both parties agree that substantial contamination is found in the Recyclable Materials or if the County makes substantive changes to its recycling program that would alter the composition of the Recyclable Materials.
 - (2) The results of each Composition Study will be used to adjust the composition percentages utilized to calculate the WAP starting on the month following issuance of the study findings and continuing until another study is conducted. If the County's composition percentages are substantially similar to the total MRF output, upon mutual agreement, both Parties can agree at any time to utilize the composition associated with the total output of the MRF, which is updated quarterly. Similarly either Party can request, as noted above, a Composition Study be performed should they no longer believe that the County's composition percentages are substantially similar to the total MRF output.
 - (3) Both Parties shall pay fifty percent (50%) of the cost of each Composition Study which shall not exceed \$3,000 (i.e. \$1,500 for each Party). Sonoco will provide to the County a breakdown of the cost for each Composition Study performed.
- (G) Educational Assistance – Sonoco will also provide the County with the following educational assistance to increase recycling participation rates of County residents and the amount of recyclables collected:
- (1) Outline of acceptable Recyclable Materials to support the education of County residents with respect to materials that can be recycled and in turn minimize contamination of Recyclable Materials.
 - (2) Provide access to the education center at the MRF for groups (i.e. students, church groups, etc.) in order to demonstrate the processes used at the MRF for processing Recyclable Materials.
 - (3) Coordinate with the County for various community events to share the details of and promote the County's recycling program.
 - (4) Collaborate with the County to identify sources of contamination in Recyclable Materials for focused communication with the relevant residents.

EXHIBIT B. PAYMENTS FOR RECYCLABLE MATERIALS

Revenue/Charge for Recyclable Materials

Sonoco shall determine the revenue or charge for the County monthly for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per Ton shall be calculated as described below. A sample calculation is provided in Exhibit C.

- (1) Each month, Sonoco shall calculate the Weighted Average Price (WAP) of the County's Recyclable Materials, and provide this to the County, defined as the sum of the Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the Atlanta (Southeast) regional commodity prices posted the second week of the month for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition Study as defined in Exhibit A, Section (F). If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

- (2) Sonoco shall pay or charge the County for each Ton of Recyclable Materials delivered to the MRF based on the WAP of the County's Recyclable Materials as described in (1) above and determined as follows:

Weighted Average Price	Recycled Materials Pricing
WAP ≤ \$60/ton	Charge = \$10/ton <u>plus</u> the difference between \$60 and the WAP
\$60/ton < WAP ≤ \$80/ton	Charge = 50% of the difference between \$80 and the WAP
\$80/ton < WAP ≤ \$100/ton	No Rebate/No Charge
\$100/ton < WAP ≤ \$140/ton	Rebate = 50% of the difference between the WAP and \$100
WAP > \$140/ton	Rebate = \$20/ton <u>plus</u> 80% of the difference between the WAP and \$140

EXHIBIT C. CALCULATION OF RECYCLING REVENUE

Sonoco shall pay or charge the County for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per ton shall be calculated as described below. An example of this calculation, based on the January 2016 index, is provided.

As of January 2016, Sonoco is shipping glass at no charge/no revenue so will revert to the RecyclingMarkets.net index for glass when this is no longer the case or another suitable index as referenced in Exhibit B (1). Both Parties agree to review the economic impact of glass at any time and upon mutual agreement can modify the definition of Recyclable Materials.

Similarly, the full cost for Sonoco to dispose of Residue is \$50 per ton, as detailed below, and will be revised at a minimum each Contract Year.

Residue Disposal Cost Elements

- \$17.28/ton handling/hauling costs
- \$33.89/ton tip fee

The total was rounded down to \$50 for the purpose of calculating the WAP.

EXAMPLE Weighted Average Price (WAP) of the County’s Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller’s dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller’s dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller’s dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.50	\$0.00 ¹	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

¹As noted above, Sonoco is not, as of January 2016, having to pay for glass to be recycled as suggested by the index value. When this is no longer the case then the market value will revert to the RecyclingMarkets.net index or another suitable index as referenced in Exhibit B (1).

JANUARY 2016 CHARGE FOR RECYCABLE MATERIALS = 50% of (\$80 – \$68.68) = \$5.66/ton.



September 17, 2020

Richland County Solid Waste & Recycling
Art Braswell – General Manager
1070 Caughman Rd. N.
Columbia, SC 29203

Dear Art:

On behalf of Sonoco Recycling, I would like to thank the Richland County for your continued business over the years. As a follow up to our conversations, below we have the requested.

As I know you are aware, the recycling industry has experienced consolidations, market fluctuations, government legislation, National Sword and many other obstacles over the last 10 years. In July of 2017, the Chinese government notified the World Trade Organization (WTO) of its intent to ban the import of certain scrap materials by year-end. Since that time more details have emerged with Mixed Paper, one of the largest commodities by weight included in single stream recycling, being one of the recycled materials restricted by the Chinese government. In addition, the quality specifications have been revised and are much stricter than those used in the United States and the rest of the world thereby significantly limiting what can be imported into China. Considering that anywhere from one third to one half for Corrugated (OCC) and Mixed Paper respectively has been exported out of the United States, this has disrupted the global markets for these commodities.

Single stream recycling has become the standard for most residential programs based on convenience but requires the recycling industry to separate the various commodities in order for them to be used as raw materials. This is not a perfect process and while the technology has improved, the process still relies heavily on people to manually sort the material. The immediate response to the Chinese quality standards by Sonoco Recycling, and the industry, has been to slow down the process and to increase where possible the number of sorters. There are some longer-term options, but these require additional capital investments. In either case this increases the cost to separate the commodities from any single stream recycling program.

As processors, we must adapt to these changes and continue to inform our partners of the changes. Our current contract with the Richland County expires on March 31st,

2021, and we would like to begin to renegotiate in good faith for an extension, per Article 2.3.

We are proposing the following changes for your review:

1. For period of 4-1-21 through 3-31-22, WAP (Weighted Average Price) formula to be revised as below:
 - a. If the WAP is less than baseline of \$95.00 per ton, Sonoco will charge the Richland County the difference between \$95.00 and the WAP.
 - b. Example, if the WAP is \$30.00 per ton. $\$95.00 - \$30.00 = \$65.00$ per ton charge to the Richland County.
 - c. If the WAP is greater than baseline of \$95.00 per ton, Sonoco will share 40% of the revenues with the Richland County.
 - d. Example, if the WAP is \$110.00 per ton. $\$110.00 - \$95.00 = \$15.00 * 40\% = \6.00 per ton payment to Richland County.
2. For period of 4-1-22 through 3-31-23, baseline will be adjusted from \$95.00 to \$100.00.
3. For period of 4-1-23 through 3-31-24, baseline will be adjusted from \$100.00 to \$105.00.
4. For period of 4-1-24 through 3-31-25, baseline will be adjusted from \$105.00 to \$110.00.
5. For period of 4-1-25 through 3-31-26, baseline will be adjusted from \$110.00 to \$115.00.
6. If Sonoco Recycling experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Contractor, or an increase in Contractor's fuel, processing, labor, other costs, or changes in market prices for materials supplied hereunder, or an extraordinary reduction in the tons received by Sonoco Recycling, Sonoco Recycling and the Richland County will discuss an appropriate price adjustment. If Sonoco Recycling and the Richland County do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco Recycling's written request with supporting documentation, Sonoco Recycling may terminate this agreement after thirty (30) additional days with written notice to Richland County.

I have attached a draft Contract Amendment for your review but feel free to create your own or we can work together to create what works best for Richland County.

Please contact me with any questions or concerns.

Sincerely,

Carol James-Gilchrist
Senior Field Procurement Representative
Sonoco Recycling, LLC
carol.james-gilchrist@sonoco.com

Attachment 2 – Example: Weighted Average Price (WAP) of the County’s Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller’s dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller’s dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller’s dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.5	\$0.00	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

CHARGE FOR RECYCLABLE MATERIALS = (\$95 - \$68.68) = \$26.32/ton

STATE OF SOUTH CAROLINA
 RICHLAND COUNTY

FIRST AMENDMENT TO COMMINGLED RECYCLING SERVICES AGREEMENT CONTRACT BETWEEN THE RICHLAND COUNTY AND SONOCO RECYCLING, LLC FOR PROCESSING AND MARKETING RECYCLABLE MATERIALS

This contract amendment ("AMENDMENT") is made, dated, and entered into as of the first day of April 1, 2021, between SONOCO RECYCLING, LLC ("Contractor"), a limited liability company organized and existing under the laws of North Carolina, and the Richland County, South Carolina ("City").

Per the terms of ~~our~~ the COMMINGLED RECYCLING SERVICES AGREEMENT^[EM1] ("AGREEMENT"), made and entered into June 1st, 2016, between Richland County, South Carolina and Sonoco Recycling, LLC, both Parties mutually agree to extend the term of ~~this~~ the Agreement AGREEMENT to March 31st, 2026, with this First Amendment.

All terms and conditions of the Agreement AGREEMENT remain in effect and unchanged with the exception of the following changes in to Exhibit B - Payments for Recyclable Materials:

1. Beginning 4-1-21 and continuing through 3-31-22, WAP (Weighted Average Price) formula to be revised as below:
 - a. If the WAP is less than baseline of \$95.00 per ton, Sonoco will charge the Richland County the difference between \$95.00 and the WAP. Example, if the WAP is \$30.00 per ton. $\$95.00 - \$30.00 = \$65.00$ per ton charge to the Richland County;
 - b. If the WAP is greater than baseline of \$95.00 per ton, Sonoco will share 40% of the revenues with the Richland County. Example, if the WAP is \$110.00 per ton. $\$110.00 - \$95.00 = \$15.00 * 40\% = \6.00 per ton payment to Richland County.
2. For period of 4-1-22 through 3-31-23, baseline will be adjusted from \$95.00 to \$100.00;
3. For period of 4-1-23 through 3-31-24, baseline will be adjusted from \$100.00 to \$105.00;
4. For period of 4-1-24 through 3-31-25, baseline will be adjusted from \$105.00 to \$110.00;
5. For period of 4-1-25 through 3-31-26, baseline will be adjusted from \$110.00 to \$115.00;
6. If Sonoco Recycling experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Contractor, or an

increase in Contractor's fuel, processing, labor, other costs, or changes in market prices for materials supplied hereunder, or an extraordinary reduction in the tons received by Sonoco Recycling, Sonoco Recycling and the Richland County will discuss an appropriate price adjustment. If Sonoco Recycling and the Richland County do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco Recycling's written request with supporting documentation, Sonoco Recycling may terminate this agreement after thirty (30) additional days with written notice to Richland County.

IN WITNESS WHEREOF, the parties have executed and delivered this FIRST AMENDMENT ~~FOR TO~~ COMMINGLED RECYCLING SERVICES AGREEMENT, ~~via this amendment~~ as of the date first set forth above.

SONOCO RECYCLING, LLC

RICHLAND COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Richland County Price Comparison

***Based on Public Information for the Columbia Market MSA**

2/10/2021

	2020 Average	Jan / Feb Avg. 2021	With New Contract Pricing	
Supplier A	(60.24)	(71.74)	(71.74)	
Supplier B	(80.97)	(69.09)	(69.09)	
Supplier C	(88.03)	(71.01)	(71.01)	
Average	(76.41)	(70.61)	(70.61)	
Richland County	(47.29)	(28.83)	(42.65)	
Variance to Average	29.12	41.78	27.96	Favorable to Columbia Market Averages