

**RICHLAND COUNTY**  
**ADMINISTRATION & FINANCE**  
**COMMITTEE AGENDA**



**Tuesday, SEPTEMBER 22, 2020**

**6:00 PM**

**ZOOM MEETING**

**The Honorable Joyce Dickerson, Chair**

**County Council District 2**

**The Honorable Bill Malinowski**

**County Council District 1**

**The Honorable Yvonne McBride**

**County Council District 3**

**The Honorable Joe Walker**

**County Council District 6**

**The Honorable Dalhi Myers**

**County Council District 10**

# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Administration & Finance Committee

September 22, 2020 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
  
2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Regular Session: July 28, 2020 [PAGES 7-13]
  
3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson
  
4. **ITEMS FOR ACTION** The Honorable Joyce Dickerson
  - a. Richland School District One’s Recommendation to Deny Richland County’s Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project [PAGES 14-49]
  
  - b. Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone [PAGES 50-56]
  
  - c. Change Order for Division 4 of the Southeast Sewer and Water Expansion Project [PAGES 57-65]
  
  - d. Sewer Request for the Farm at McCord’s Ferry Road [PAGES 66-83]
  
  - e. Utilities Delegated Review [PAGES 84-93]
  
  - f. Broad River Wastewater Treatment Facility (WWTF) Headwork and Emergency Storage (Lagoon) Upgrade [PAGES 94-133]
  
  - g. Alvin S. Glenn Detention Center - Detainee Telephone Service [PAGES 134-138]
  
  - h. Richland County amend the retirement insurance benefit for employees to be granted full insurance benefit to

employees who serve a total number of accumulative years instead of total consecutive years for their perspective terms for full retirement. Example: employees who qualify for full retirement at 25, 28 and 30 years be granted full retirement benefits based on a total accumulated years served instead of consecutive years. The total years must be with Richland County Government. [PAGES 139-202]

- i. County Council – Discretionary Spending [PAGES 203-206]
- j. We move to immediately terminate the individual issuance of and usage of Government Procurement Cards by elected and appointed officials in Richland County [PAGES 207-212]

**5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

The Honorable Joyce Dickerson

- a. Repeal and change a portion of Richland County Ordinance Article XI, INQUIRIES AND INVESTIGATIONS, Sec. 2-652. Conduct of investigations. (a)(1), that starts with, "Commence any official investigation...".
- b. In addition, have the Richland County Legal Department in conjunction with the Richland County lobbyist contact SC State Legislators and the South Carolina Association of Counties to request Section 4-9-660 of the South Carolina Code of Laws be repealed/changed.

**6. ADJOURN**



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



## Richland County Council

### ADMINISTRATION AND FINANCE COMMITTEE

July 28, 2020 – 6:00 PM

Zoom Meeting

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Yvonne McBride, Joe Walker and Dalhi Myers

OTHERS PRESENT: Jim Manning, Paul Livingston, , Michelle Onley, Ashiya Myers, Angela Weathersby, Leonardo Brown, Ashley Powell, Dale Welch, Synithia Williams, Tariq Hussain, John Thompson, Michael Maloney, Clayton Voignier, Quinton Epps, Nancy Stone-Collum, Elizabeth McLean, Michael Niermeier, Geo Price, Stacey Hamm, Dwight Hanna and Jennifer Wladischkin

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
  - a. **Regular Session: June 23, 2020** – Ms. McBride moved, seconded by Mr. Walker, to approve the minutes as distributed.  
  
In Favor: Malinowski, Dickerson, McBride, Walker and Myers  
  
The vote in favor was unanimous.
  - b. **Special Called Meeting: June 30, 2020** – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.  
  
In Favor: Malinowski, Dickerson, McBride and Myers  
  
Abstain: Walker [was not present at June 30<sup>th</sup> meeting].  
  
The vote in favor was unanimous with Mr. Walker abstaining from the vote.
3. **ADOPTION OF AGENDA** – Ms. Dickerson stated she does not believe some items on the agenda are properly before the committee. She requested the Administrator to outline the items that are time-sensitive and need to be taken up at this meeting.  
  
Mr. Brown suggested removing Items 4(b) “Richland County District One’s Recommendation to Deny Richland County’s Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project” and 4(c) “Pontiac Magistrate Rent Increase” from the agenda.  
  
Ms. Myers stated she believes the item regarding the Southeast Richland Sewer connection is premature. There has not been any public outreach to the community, except the public outreach she did. Having looked at the sign-up list, she would say 99% of them are people that she solicited through her own efforts, and some people that should be on the list are not on the list.

Mr. Malinowski moved, seconded by Mr. Walker, to adopt the agenda as published.

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

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance – Mr. Malinowski moved, seconded by Ms. Myers, to refer this item to the D&S Committee.

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

The vote in favor was unanimous.

- b. Richland School District One's Recommendation to Deny Richland County's Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project – Ms. Myers moved, seconded by Mr. Malinowski, to defer this item to the September A&F Committee meeting.

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

The vote in favor was unanimous.

- c. Pontiac Magistrate Rent Increase – Mr. Malinowski moved, seconded by Mr. Walker, to table this item in committee.

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

The vote in favor was unanimous.

- d. Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone – Ms. Myers moved, seconded by Mr. Malinowski, to defer this item to the September A&F Committee meeting.

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

The vote in favor was unanimous.

- e. Change Order for Division 4 of the Southeast Sewer and Water Expansion Project – Mr. Malinowski moved, seconded by Ms. Myers, to defer this item until the September A&F Committee meeting.

In Favor: Malinowski, Dickerson, McBride and Myers

Opposed: Walker

The vote was in favor.

- f. Approval of the Award Sum from SC State Revolving Fund (SRF) towards the Southeast Sewer and Water Expansion Project – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to accept \$1, 000,000 of a South Carolina State Revolving Fund principal forgiveness loan awarded by the South Carolina Department of Health and

**Administration and Finance  
July 28, 2020**



Environmental Control (DHEC) to Richland County Utilities for the construction of the new pump stations at Gadsden Elementary School, Hopkins Elementary School and Hopkins Middle School.

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

The vote in favor was unanimous.

- g. Little Jackson Creek Up-Ditch Work Authorization Award – Ms. Myers moved, seconded by Mr. Malinowski, to approve for discussion.

Ms. Myers inquired if this request is related to the flood or is it public work.

Mr. Brown stated in the briefing document the Public Works Department identified Hazard Mitigation Grant 4241-DR, and the funding is in their budget.

Mr. Malinowski inquired if any part of this is on railroad property.

Dr. Thompson responded this is on the railroad right-of-way.

Mr. Malinowski stated, if it is on railroad property, he believes they would be more responsible for remedying the problem, and not the County.

Mr. Maloney stated it is not to take on any railroad work responsibility. It is to improve the ditch itself. We are dealing with a lot of erosion, so we need to go in and re-survey the permitting for the ditch work.

Mr. Malinowski noted the briefing document says the railroad has built a retaining wall within the upditch area, and Mr. Maloney has indicated the railroad has contributed to the problems that exist there. Therefore, why is the railroad not being held more responsible for rectifying the existing problems, with the ditch?

Mr. Maloney responded the railroad wall changes conditions on how we approach it, but the erosion that has occurred due to the public water going through the ditch.

Mr. Malinowski stated, under the "Assumptions", it states, "No real estate services related to private landowners... are included in the scope of services." He inquired if any will be needed.

Ms. Williams stated the assumption is that we will not have to go in and acquire land or pay for any new easements.

Mr. Malinowski noted under Assumption #2 it states, "This scope of services assumes that the Up Ditch will not be considered jurisdictional Waters of the United States (WOTUS)..." He inquired when we will know for sure.

Ms. Williams stated looking at the soils and the land type out there, it is our assumption that is not Waters of the United States, but because it does discharge into a downstream and wetlands, we have to go to the Army Corps of Engineering to get the jurisdictional determination.

Mr. Malinowski noted under Assumption #4 it states, "The CONSULTANT shall pay, on behalf of the OWNER, up to \$5,750.00 in fees required to obtain the Right of Entry Permit necessary to complete work within the portion of the project that is within the CSX Railroad right of way.", which means we have to pay them to get on their property to do work.

Ms. Williams stated it is the railroad right-of-way. There are different property owners that abut both sides of the upditch. Whenever you do work alongside a railroad, you have to get their permission to do work in the area. We approached CSX early on in the process to let them know what was going on, and the only solution they were able to offer was to put in some rock, which would not be a good long-term effect to reduce the erosion in the ditch; therefore, we pursued the grant. We do still have to apply for those permit fees, and this is the estimate the railroad gave us.

In Favor: Dickerson, McBride and Walker

Opposed: Malinowski and Myers

The vote was in favor.

- h. Home Detention/Electronic Monitoring Services – Ms. McBride moved, seconded by Ms. Myers, for discussion.

Ms. Myers stated, for clarification, staff has said we need to find a different source of funding if we are going to continue this program.

Ms. Dickerson responded in the affirmative.

Ms. Myers inquired about what alternatives other counties have used for this kind of program.

Ms. Wladischkin stated the program is supposed to be offender funded. In prior discussions with the Solicitor's Office and the Legal Department, it appears that other municipalities have methodologies by which inmates are brought back before the judge, if they are in violation of not paying for their monitoring, which the County has not done in the past.

Ms. McBride stated this is to assist indigent detainees who are not able to provide funding. If we do not fund the monitoring services, we will have more detainees at the Detention Center.

Ms. Myers stated, when this came up last year, she offered a motion to look for these services on a competitive basis. The concern was these services are extremely expensive, and we have become a captive audience to this contractor. She inquired if we tried to get these costs down. For detainees, they are paying the cost of being accused of something.

Mr. Myers stated there are a couple of options with home detention. The County can run the program themselves without a third-party, which could lower the costs. However, the County would have a big upcharge because they would have to rent or purchase the equipment from a company that does electronic monitoring. Most larger detention centers do home detention and they normally do it through a third-party, so they do not have to worry about putting manpower on it.

Ms. Myers inquired if the County is qualified to do their own home detention, and what it would look like.

Mr. Myers stated Greenville County does their own home detention section. They speak with the judges, make recommendations, and run the program. Charleston County does home detention, but they do it through a third-party.

Ms. Dickerson inquired as to what is more cost efficient.

Mr. Myers responded third-party is likely the most cost efficient. He has not done a cost analysis, but if we are going to run the program it would require 5 – 6 employees and the equipment to operate home detention.

Ms. Myers stated these same questions came up a year ago, and she is surprised we have not looked at the options. She inquired as to when the contract expires.

Mr. Myers responded the contract expires in October.

Ms. Myers suggested we bring the options before Council, so we can make a more informed decision on how to proceed.

Ms. Myers made a substitute motion, seconded by Mr. Malinowski, to hold this in committee and request staff to provide options for improving the service.

Mr. Malinowski inquired if the higher number is the better cost.

Ms. Wladischkin responded the lower number is the lower cost. There are several different charges, but for the basic monitoring OMS had the less expensive cost.

Mr. Malinowski stated it looks like we have a considerable lower cost with the new company, so he would like to see the difference when it comes back. He inquired if we have asked anyone that wears one of the devices how they feel about the services provided. He stated he has had discussions with individuals that had dealings with the group, and they are not very good.

Ms. Myers withdrew her substitute motion.

Mr. Walker requested to have the motion restated.

Ms. McBride stated the motion is to forward to Council a recommendation to continue the electronic monitoring program and approve the award of a contract for home detention services to Offender Management Services.

In Favor: Dickerson, McBride and Walker

Opposed: Malinowski and Myers

The vote was in favor.

- i. Request for Leasing Parking Lot Space for a Carnival – No motion was made on this item.
- j. Sewer Request for the Farm at McCord's Ferry Road – Mr. Walker moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to direct staff to issue a sewer availability letter that permits the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia sewer collection subject to the following conditions: 1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEPE). 2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station. 3. At the completion of the SESWEPE, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer.

Ms. Myers requested staff speak to the impacted areas, where this is in relation to the transfer areas, and if Ms. Newton has had any involvement in the discussion of this issue.

Dr. Thompson stated they had a conversation this morning with the landowner, as well as an engineer that is a part of this project at the Farm at McCord's Ferry Subdivision. This request is part of the delegated review program. The process has already been approved by Council; however, working with the County Administrator and Mr. Hussain, we decided to bring these matters to you. The issue is that staff members are approving these availability letters for sewer for the developers and landowners; however, they never get to Council's attention, and these decisions have fiscal impacts.

Mr. Hussain stated this is in the transfer area. They applied when this area was under the City. Staff recommends moving forward, and when our system is operational they will connect to the County's system.

Mr. Malinowski stated, in the agenda packet, there is a letter dated September 2019 from the City of Columbia, so it seems like it is not time-sensitive. He inquired if the monthly cost of \$13,504 will have to be paid to the City forever.

Dr. Thompson responded the County will only pay the City as long as they are treating this development's sewage. According to the agreement, the City will treat the sewage for 2 years.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the September A&F Committee meeting.

In Favor: Malinowski, Dickerson, McBride and Myers

Opposed: Walker

The vote was in favor.

- k. Utilities Delegated Review – Mr. Malinowski moved, seconded by Ms. McBride, to defer this item until the September A&F Committee meeting.

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

The vote in favor was unanimous.

- l. Historic Property Designation at 1215 Shop Road – Mr. Walker moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve designation of 1215 Shop Road as a Historic Building.

Ms. Myers stated she would have liked staff to have spoken to her prior to this item coming forward, since it is in her district.

Mr. Malinowski requested staff to provide the dollar amount, in the 20 year period, the County would or would not receive, because of this.

In Favor: Malinowski, Dickerson, Walker and Myers

Opposed: McBride

The vote was in favor.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:55 PM.

**Administration and Finance  
July 28, 2020**

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**Agenda Briefing**

**Prepared by:** Jani Tariq Hussain, Deputy Director

**Department:** Utilities

**Date Prepared:** August 04, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 16, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 16, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee** Administration & Finance

**Subject:** Richland School District One’s Inter Governmental Agreement(IGA) to connect to the Southeast Sewer and Water Expansion Service

**Recommended Action:**

Accept drafted IGA to be forwarded to Richland School District One’s for connecting to the Southeast sewer system.

**Motion Requested:**

1. Move to approve as noted above; or,
2. Move to deny.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

Richland County’s cost to build the infrastructure for Richland School District One is \$2,794,693.78 (See attachment 1 cost letter from Joel E. Wood & Associates). The District’s contribution of \$2 million and the South Carolina Department of Health and Environmental Control’s (DHEC) contribution of \$1 million yields a surplus of \$205,306.22 for the District’s portion of the project. However, it is important to note that there could be additional costs realized by Richland County once it drains the three waste water treatment facilities, tests the sludge, and submits a close out plan to DHEC for approval. Should the expenditures for the lagoon close out exceed the surplus amount, Richland County would request payment from the District.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

The Richland School District One would like to connect Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School to the Southeast sewer system. This will allow them to close three waste water treatment facilities located at these schools.

Richland County Southeast Sewer and Water Expansion Project is in construction with expected completion date of June 30, 2021. Richland County will be building the infrastructure to the three schools, which includes:

- Installation of the force main to transport the wastewater to the Eastover Waste Water Treatment Facility,
- Installation of pump stations,
- Emergency generators at Gadsden Elementary School and Hopkins Elementary School, and
- The closeout of three lagoons.

Based on meetings between Richland County and the District, the District committed to an initial investment of \$2 million. In subsequent meetings, Richland County requested an additional \$500,000 from the District to cover the expenditures of the project (See attachment 2 letter dated February 7, 2018 from the School District to Councilwoman Joyce Dickerson).

On Wednesday, May 13, 2020, the District e-mailed a letter from Melvin Henry, District's Director of Building Services, to County Administrator Leonardo Brown advising that the District has not approved the request for the additional funding of \$500,000 at this time (See attachment 3 letter from the School District to Administrator Leonardo Brown). Moreover, the District's letter offers various recommendations that they desire to be included in the Intergovernmental Agreement (IGA) between Richland County and the District. It is important to note that an IGA between Richland County and the District has not been finalized or executed at this time. One of the recommendations stated, "...the additional \$500,000 request should not be needed [by Richland County]." Mr. Henry's rationale is that Richland County will be receiving \$423,000 from the DHEC's Clean Water Revolving Fund allocation for a Principal Forgiveness Loan specifically for the Gadsden Elementary School Wastewater Treatment Plant as well as one stand-by emergency pump, valves, fittings, and appurtenances (See attachment 4 Loan Assistance Agreement and Amendment to Loan Assistance between DHEC and Richland County). Moreover, Mr. Henry adds that the Southeast Sewer and Water Expansion Project, "will be funded by revenue bonds to cover all costs..."

Based on DHEC's Loan Assistance Agreement (attachment 4) and the Amendment to Loan Assistance documentation (attachment 5) the County Administration received on April, 1, 2020, the state agency is committing \$1 million to Richland County that is to be specifically used to build the infrastructure at the three schools. In combining DHEC's contribution to the District's \$2 million investment yields \$3 million, which is more than adequate to cover Richland County's expenditures to build the infrastructure and to initiate the process of decommissioning the three lagoons per DHEC's requirements. However, should testing of the sludge at the three lagoons reveal that the sludge is toxic, Richland County must remove and transport the sludge to a landfill, which will be an additional expense to the County in a future fiscal year that is unknown at this time. The additional expense could be absorbed by the project's surplus of \$205,306.22. Any expenditures exceeding the surplus amount to decommission the three lagoons should be directed to the District for payment and reflected in the drafted IGA (attachment 6) as such.

**Attachments:**

1. Joel E. Wood & Associates' Southeast Richland County Sewer Project Cost to Serve Schools
2. Richland School District One's Letter to Councilwoman Joyce Dickerson
3. Richland School District One's Letter to County Administrator Leonardo Brown
4. Loan Assistance Agreement between South Carolina Water Quality Revolving Fund Authority and Richland County
5. Amendment to Loan Assistance No. F1-14-574-20
6. Inter-Governmental Agreement Draft




**JOEL E. WOOD & ASSOCIATES**

PLANNING • ENGINEERING • MANAGEMENT

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May 26, 2020

 Mr. Tariq Hussain, Acting Director  
 Richland County Department of Utilities  
 7525 Broad River Road  
 Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT  
 COST TO SERVE SCHOOLS**

Dear Mr. Hussain:

We were asked to review the low bids for the above referenced project and tabulate the cost, as bid by the low bid Contractors, to connect the three schools shown below to the Southeast Richland County Sewer Project. We utilized the low bid price for all the schools with the exception of the Gadsden Elementary School which is part of a regional system; therefore, all flow from that lift station should not be attributed to the Gadsden Elementary School. In order to calculate a fair price for that pump station, we added the cost of the Hopkins Elementary School station and the Hopkins Middle School station together and averaged the two station's cost to get a cost that should be applied to the Gadsden Elementary School station. In addition, we have prepared a Pre-Design Cost Estimate for the cost to close the treatment facilities at the three schools and that cost with the other cost to connect the schools to the collection system are show below.

**Costs to Connect Richland One Schools**

Hopkins Elementary School Pump Station	\$356,761.48
Hopkins Middle School Pump Station	\$298,434.17
Hopkins Schools Emergency Generator (SCDHEC Required)	\$104,656.56
Gadsden Elementary School Pump Station	\$327,597.82
Gadsden Emergency Pump (SCDHEC Required)	<u>\$172,775.95</u>
<b>Sub Total</b>	<b>1,260,225.98</b>

Line Cost Estimate to Tie Pump Stations to System	\$258,530.00
Sub-Total	\$1,518,755.98
5% Project Contingencies	<u>\$75,937.80</u>
<b>Sub-Total</b>	<b>\$1,594,693.78</b>
Lagoon Closeout Cost Estimate	\$1,200,000.00
<b>TOTAL</b>	<b>\$2,794,693.78</b>

Note that the lagoon close out Pre-Design Cost Estimate is subject to change as the exact requirements for closing the lagoons will not be know until the systems can be drained, the sludge tested, and a close out plan is submitted to and approved by the South Carolina Department of Health and Environmental Control.

It is our opinion that the above cost will place the schools on an equal basis with all the other customers that will connect to the system. The cost for the distribution system from the point of connection, for each customer, will be recouped by the monthly usage charge per Residential Equivalent.

I trust this information will assist you in assessing fair and equitable cost to provide service to the three Richland County schools.

Sincerely,

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

A handwritten signature in black ink, appearing to read "Joel E. Wood", written in a cursive style.

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

Cheryl Harris  
Chairwoman

Jamie Devine  
Vice Chairman

Lila Anna Sauls  
Secretary-Treasurer



Dwayne Smiling  
Parliamentarian

Aaron Bishop

Beatrice King

Darrell Black

1616 Richland Street • Columbia • Office: School Board • Fax: (803) 231-7560

February 7, 2018

Joyce Dickerson, Chairwoman  
Richland County Council  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29201

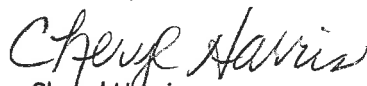
Dear Chairwoman Dickerson,

This correspondence is a follow up to the meeting held yesterday, February 6, 2018 at the county administration building. We want to thank you for your attendance at the productive meeting. To recap our position, know that throughout this process, Richland One has and remains committed to our \$2 million contribution to the original sewer project plan in the lower Richland area that was designed to resolved related sewer issues at the following schools: Hopkins Elementary School, Hopkins Middle School as well as Gadsden Elementary School. In addition, as requested in yesterday's meeting, we will also discuss with the full Richland One Board of Commissioners the request of an additional \$500,000 in support of this project.

Our commitment has been stated at previous meetings with county staff on November 7, 2017 and November 27, 2017, respectively. As such, we look forward to the start of this project, that according to our understanding, the county is attempting to move forward this month.

Again, thank you for your time and consideration of this project for the benefit of the aforementioned schools and greater community.

Sincerely,

  
Cheryl Harris  
Chairwoman

  
Dr. Craig Witherspoon  
Superintendent

- cc: Dalhi Myers, County Council, District 10
- Norman Jackson, County Council, District 11
- ✓ Gerald Seals, Richland County Administrator
- Richland One Board of Commissioners
- Larry Smith, Attorney, Richland County
- Susan Williams, Attorney, Richland One

ADMINISTRATOR'S OFFICE  
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**RICHLAND ONE**  
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## Building Services

Dear Mr. Brown,

I am writing as a follow-up to our initial meeting on October 29, 2019 regarding the Southeast Richland County Water and Sewer Improvement Project. Dr. Craig Witherspoon (Superintendent), Ed Carlon (Chief Operations Officer), and I (Melvin Henry, Director of Building Services) met with you to both introduce ourselves and speak about the history and status of the upcoming project. Since you were new to the County at the time of our meeting, I offered to provide some background information to you regarding our continued commitment to the project. The background information is attached.

Richland County Utilities has informed me that bids have been received, contracts awarded, and construction is commencing. This is great news! Mr. Hussain has advised that a mutually agreed upon IGA is needed at this time. A draft IGA was initially discussed between Mr. Hussain and me in last year. Minor adjustments were made and a revised draft forwarded for my review. This draft document is now under review by administration.

As information, based on the information and history provided, I will be recommending that the following items be reflected in the IGA:

- The District has committed financial support for the project on multiple occasions. Specifically, 2 million dollars was allocated years ago for assistance. The County then requested an additional \$500,000, which has not been approved by R1 at this time. All financial support was based upon an assumption that the project would be funded by grants, loans, and other agency allocations, which may not cover the entire cost of the much needed project. We now understand that 1) the County may be able to access the original \$423,000 DHEC Clean Water State Revolving Fund allocation for a Principal Forgiveness Loan that was made available for the Gadsden Lift Station project, and that 2) the project will be funded by revenue bonds to cover all costs; therefore, the additional \$500,000 request should not be needed.
- The District will pay standard monthly sewer fees as approved by the County (monthly County sewer fees from the District commenced on Jan 1, 2020 for our Lower Richland area sites). No other connection or other fees will be assessed.

**201 Park Street • Columbia, SC 29201 • (803) 231-7015 • Fax (803) 231-7066**

- The District will provide sufficient land to the County (50' x 50' tract of land) for construction of (3) sewer lift stations, as well as easements associated with access to each station.
  
- The County will tie-in, install and maintain sewer lift stations at all sites as well as completely closeout all (3) waste treatment sites per DHEC requirements.

We are available at your convenience to further discuss our partnership in this matter.

Sincerely,



Melvin Henry  
Director of Building Services

attachment

cc: Dr. Craig Witherspoon, Superintendent  
Ed Carlon, Chief Operations Office

z: maint mgmt/sewer project file

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## Richland County School District One Sewer Project Information

Date	Description	Comments
11/21/2014	Letter provided to Richland County Utilities (RCU) from Richland One (R1) Operations confirming our intent to partner on the LRSS plan	From Melvin Henry (MH) and Ed Carlon (EC) to Raymond Peterson
3/25/2015	Updated letter received from RCU Raymond Peterson advising that RCC had approved to proceed with project	To be operational by Spring 2016
5/14/2015	Letter to RCC regarding MH's attendance and comments at the 5/5/2015 RCC Meeting. It was requested that RCC allow RCU to proceed with SRF funding from DHEC for Gadsden force main project	
5/15/2015	Consent Orders issued for all sites by DHEC	Consent orders and fines totaling \$17,400
6/24/2015	RCU submitted SRF application for Gadsden tie-in project	
6/25/2015	R1 submitted letter to SRF for Gadsden tie-in project	
8/12/2015	Meeting with MH and RCU (Sparty, Dan Purini, Joel Wood Engineering, MH, EC)	R1 was advised that RCU would move forward with project
2/22/2016	Public Meeting on LRSP at Hopkins Park	
3/16/2016	Public Meeting at Gadsden Elementary School regarding sewer tie-in project	
5/10/2016	RCU forwarded proposed IGA to R1 for preliminary review before taking to RC legal dept	Email provided by Sandra Dickerson
5/13/2016	DHEC Construction Permit requested by RCU....followed by 6 month delay due to in challenges/appeals by community group	
5/25/2016	Meeting with RCU to review progress of LRSP. Present were SKhan, J Wood Engr, Amos, Raguliano.	Discussed need for Corp of Engr approval, acquisition of (5) land parcels which would be presented in RCC Exec Session, and flood at Zeigler Road near Eastover which would require boring underneath to run pipe.
11/7/2017	New "Southeast" sewer system map reviewed.	
2/6/2018	Meeting with Chairwomen Dickerson to review request from RCU regarding additional funding needed for the Southeast system. Present were JDickerson, DMyers, GSeals, Sandra Yudice, Shahid Kahn, Norman Jackson, CHarris, CWitherspoon, ECarlon, MHenry	Chairwomen Dickerson "mediated" between RCU and R1 regarding the 4 million request from Mr Seals. R1 commented that 2 million had been set aside for our needs. Ms Dickerson asked if 2.5 million would be acceptable to both parties. Conditions were discussed (including immediate transfer of ownership to RCU, closeout by RCU, no tap fees, etc...) R1 agreed to review with Board Members and provide a response.
2/7/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson	Affirming 2 million dollar commitment. Additional \$500,000 to be discussed at later date
9/21/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson detailing R1's previous and future commitment to the successful completion of the project	2 million committed, \$500,000 to be reviewed if needed. RCU to take ownership of all (3) sites upon implementation, no tap fees assessed to R1, RCU to pursue the DHEC funding (\$423,000) for Gadsden.

**LOAN ASSISTANCE AGREEMENT**

**between**

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

**and**

**RICHLAND COUNTY**

Dated

June 10, 2014

relating to

Lower Richland Sewer System – Phase 1

South Carolina Water Pollution Control Revolving Fund

FY 2012 Federal Capitalization Grant

Loan Assistance Number: F1-12-574-20

No. 1 of Two Executed Original Counterparts

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ATTACHMENT #1 Davis-Bacon Wage Rates Required Under Federal Appropriations Act



LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the 10<sup>th</sup> day of June, 2014, (the "**Effective Date**") between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**"), and RICHLAND COUNTY, a political subdivision of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act ("**Public Law 112-74**") requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended May 28, 2010, authorizes the Authority to fully implement all requirements of Public Law 112-74 for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's sewer system (the "**System**"); and

WHEREAS, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from Public Law 112-74 appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
  - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.
  - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
  - (c) The Authority will exert its best efforts to mail its check within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
  - (d) All disbursements shall be provided by the Authority in the form of a check mailed to the Project Sponsor.
  - (e) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.
- (a) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)
    - (i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan Assistance funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.
    - (ii) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
    - (iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.
    - (iv) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).
    - (v) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.
    - (vi) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
  - (b) Davis-Bacon and Related Acts, as required by Public Law 112-74, certifying that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts. See Attachment #1 herein.
  - (c) All applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.
  - (d) Guidance Packages for: (i) Bidding and Award of Construction Contracts; (ii) Federal Requirements for the SRF Program; and (iii) Construction Contracts in the SRF Program.
  - (e) "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.
7. Contract Award, Construction Inspection and Completion.
  - (a) The Project Sponsor shall not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.
  - (b) The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms to the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.
  - (c) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.
  - (d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.
8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).
9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.
10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, Davis-Bacon certifications and associated support documentation, certified payroll records, procurement records, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.
11. Accounting and Auditing.
  - (a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).
  - (b) Within nine (9) months after the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Department's Office of Internal Audits at 2600 Bull Street, Columbia, South Carolina, 29201, an annual financial audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. An audit, as required by OMB Circular No.

A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.
13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation, under construction, or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.
14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts or engineering agreements affecting the Project and its operation.
15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project. The Project Sponsor agrees that no date reflected in this Agreement, or in the Project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.
16. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or construction.
17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.
18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", "C" and "D", Attachment # 1, and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

Richland County  
Utilities Department  
7525 Broad River Road  
Irmo, South Carolina 29063

Attention: Director of Utilities

If to the Authority:

South Carolina Water Quality Revolving Fund  
Authority  
c/o Office of Local Government - SRF  
South Carolina Budget and Control Board  
1200 Senate Street  
453 Wade Hampton Building  
Columbia, South Carolina 29201


Attention: Patricia A. Comp

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.


IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

RICHLAND COUNTY


(SEAL)

By:   
Name: NORMAN JACKSON  
Title: CHAIR

Attest:

  
Its Deputy Clk. of Council

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By:   
Ashlie Lancaster, Interim Director,  
Office of Local Government,  
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

Project consists of Lower Richland County Sewer System Project – Phase 1. Phase 1 consists of providing sewer service to the Lower Richland County area encompassing the Hopkins Community, Franklin Park Subdivision, Hopkins Middle School, Hopkins Elementary School, Garners Ferry Road Corridor, Manchester Farms, and McEntire Joint National Guard Base. Infrastructure improvements to consist of approximately 23,000 linear feet (LF) of gravity sewer lines, approximately 76 manholes, five (5) new sewer pump stations, one (1) existing sewer pump station upgrade, approximately 95,000 LF of sewer force main, and all necessary appurtenances. The Project will create a new sewer system that collects and conveys wastewater from the Lower Richland County area to the Richland County Wateree River Waste Water Treatment Facility (NPDES # SC0047911).



PROJECT BUDGET

Project Sponsor: Richland County  
 Project Name: Lower Richland Sewer System – Phase 1  
 Loan Assistance Number: F1-12-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>RD GRANT &amp; LOAN</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL PROJECT COSTS</u>
Legal and Appraisal Fees		\$25,000		\$25,000
Planning and Design Engineering		587,900		587,900
Land & Rights-of-Way		92,000		92,000
Construction	577,000	8,904,700		9,481,700
Construction Contingency		948,200		948,200
Construction Inspection and Engineering		275,000		275,000
City of Columbia Fees		804,000	41,600	845,600
RD Debt Service 24 Months	_____	_____	<u>682,300</u>	<u>682,300</u>
TOTAL	\$577,000	\$11,636,800	\$723,900	\$12,937,700

LOAN ASSISTANCE

Project Sponsor: Richland County  
Project Name: Lower Richland Sewer System – Phase 1  
Loan Assistance Number: F1-12-574-20

Loan Assistance Amount: \$577,000

Loan Amount:	\$577,000
Less Principal Forgiveness:	\$577,000
Net Amount for Repayment:	\$ 0

Project Sponsor:           Richland County

Loan Assistance Number: F1-12-574-20

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
  - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
    1. Local newspapers of general circulation.
    2. MBE/WBE publications.
    3. Statewide or regional newspapers of general circulation.
    4. The South Carolina Business Opportunities (SCBO).
  - B. Modify bid documents only by written addenda, which require prior Department approval.
  - C. Hold a public bid opening.
  - D. Utilize competitive sealed construction bids.
  - E. Require at least a five percent (5%) bid bond or certified check.
  - F. Require one hundred percent (100%) payment and performance bonds.
  - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
  - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
  - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
  - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
  - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
  - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
  - M. After bid opening, provide the Department with the following:
    1. Project Construction Summary Form (DHEC Form #3589).
    2. A certified copy of the advertisement with date(s) of publication.
    3. A copy of the Project Sponsor's Bidders List.
    4. Detailed bid tabulation certified by Project Sponsor's engineer.
    5. Proposal of successful bidder(s).
    6. Bid Bond with associated Power of Attorney.
    7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
    8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
    9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
  11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
  12. A copy of the prime contractor's Bidders List.
  13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
  14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
  15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
  16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
  17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
  18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
  - B. Notice to Proceed.
  - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
  - D. Monthly Construction Inspection Reports.
  - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
  - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
  - B. Clear description of the change.
  - C. Cost and pricing data.
  - D. Documentation of negotiation.
  - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

The SRF will withhold 5% of the Loan Assistance funds for the final draw request, which cannot be approved until the Department's final Approval to Place Into Operation has been issued by the DHEC Region Engineer.

The Project Sponsor will construct all necessary collection sewer lines, pumping facilities, force main lines and appurtenances to connect the Franklin Park Subdivision to the Richland County Wateree River Wastewater Treatment Facility (NPDES # SC0047911).

**Davis-Bacon Wage Rates Under FY 2012 Federal Appropriations Act  
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
  - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Office of Local Government  
State Revolving Funds



Bonnie Ammons  
Executive Director

South Carolina  
Rural Infrastructure Authority

April 1, 2020

Honorable Paul Livingston  
Chairman  
Richland County  
P.O. Box 192  
Columbia, SC 29202

**Subject:** Amendment to Loan Assistance Agreement (LAA) No. F1-14-574-20 (originated as LAA No. F1-12-574-20 dated June 10, 2014 amended on February 2, 2017 and February 1, 2018) Lower Richland Sewer System – Phase 1

Dear Chairman Livingston:

The above-referenced Loan Assistance Agreement (LAA) is being amended to provide additional funding in the amount of \$423,000 to complete improvements to the Lower Richland Sewer System – Phase 1. The LAA agreement will be amended as follows:

- The cover page to the LAA shall read: *FY 2014 and FY 2019 Federal Capitalization Grants*
- Page 1, paragraph 4 of the LAA is deleted and replaced by the following:

***WHEREAS, the Fiscal Year 2014 and the Fiscal Year 2019 Federal Appropriations Acts (the "Federal Appropriations Acts"), under which the project is committed, requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and***

- Page 1, paragraph 5 of the LAA is deleted and replaced by the following:

***WHEREAS, the Act as amended on May 28, 2010, authorizes the Authority to fully implement all requirements of the Federal Appropriations Acts for the Fund; and***

- Page 5, a new paragraph is added at the end of section Federal and State Requirements:
  - (f) Development and implementation of a fiscal sustainability plan ("FSP") for any project involving the repair, replacement or expansion of a publicly owned treatment works pursuant to requirements of the Federal Act. Project Sponsors with an existing and implemented FSP shall certify to that effect before the date of this Agreement. Project Sponsors that need to develop an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final disbursement hereunder.***



Attached are Appendix A and Appendix B, which have also been amended and should be inserted into the County's duplicate original of the LAA.

If you have questions, please contact me at 803-898-9873 or [nhebert@ria.sc.gov](mailto:nhebert@ria.sc.gov).

Sincerely,

A handwritten signature in black ink that reads "Noel Hebert". The signature is written in a cursive style with a long horizontal stroke at the end.

Noel Hebert, CPA  
Senior Financial Analyst

CC: Tariq Hussain, Deputy Director  
Brian Asbill, DHEC

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-14-574-20

The Clean Water State Revolving Fund (SRF) will participate in only two (2) of the four (4) divisions needed to rehabilitate the Lower Richland Sewer System. SRF participation is as follows:

Division 1: No participation.

Division 2: The project will include the construction of one (1) new pump station to replace the Gadsden Elementary School Wastewater Treatment Plant (WWTP), one (1) stand-by emergency pump, valves, fittings and appurtenances.

Division 3: The project will include the construction of two (2) new pump stations to replace the Hopkins Elementary School WWTP and the Hopkins Middle School WWTP. The project will also include a portable generator.

Division 4: No participation.

**AMENDMENT dated April 1, 2020**

A-1

PROJECT BUDGET

Project Sponsor:           Richland County  
 Project Name:             Lower Richland Sewer System – Phase 1  
 Loan Assistance Number: F1-14-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL ELIGIBLE COST</u>
Construction			
Division 2 (Gadsden)	\$ 577,000	\$ 274,810	\$ 851,810
Division 3 (Hopkins)	423,000	336,852	759,852
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 611,662</b>	<b>\$ 1,611,662</b>

**AMENDMENT dated April 1, 2020**

B-1

LOAN ASSISTANCE

Project Sponsor: Richland County  
Project Name: Lower Richland Sewer System – Phase 1  
Loan Assistance Number: F1-14-574-20

Loan Assistance Amount: \$ 1,000,000

Loan Amount:	\$ 1,000,000
Less Principal Forgiveness:	\$ <u>1,000,000</u>
Net Amount for Repayment:	\$ 0

**AMENDMENT dated April 1, 2020**

B-1

STATE OF SOUTH CAROLINA )  
 ) AGREEMENT  
 COUNTY OF RICHLAND )

This Inter Governmental Agreement (IGA) hereinafter referred to as "Memorandum," is entered into and to be effective from \_\_\_\_\_, 2020 by and between **Richland County School District One** (hereinafter known as the "District") and **Richland County** (hereinafter known as the "County").

WHEREAS, County and the District desire to work together in the planning and construction of a water and sewer infrastructure to service Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School and,

WHEREAS, the cost to design and construct the water and sewer infrastructure for the three said schools is \$2,794,693.78 and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County’s functions covered under this Memorandum and,

WHEREAS, the District is a nationally accredited school district with the authority to enter into contracts necessary for the proper discharge of its functions and duties and,

WHEREAS, the District will provide a \$2 million initial payment to the County for designing and constructing the said infrastructure and,

WHEREAS, the South Carolina Department of Health and Environmental Control’s Clean Water State Revolving Fund will contribute \$1 million to the County for the construction of the said infrastructure and,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the District do hereby agree as follows:

The parties to the Memorandum, subject to applicable laws, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following:

1. It is the County's intent to construct and maintain a system of water and sewer services for areas of Southeast Richland County and that the District will receive those services in accordance with the provisions delineated in this Memorandum. County Council authorized the construction of the water and sewer projects. The water and sewer projects, although they will serve the same general area, are each independent of the other.
2. General Provisions:

Wastewater Project:

- A. County Council has approved staff to proceed, and the County has begun the construction of a wastewater collection system to provide wastewater collection and transport the wastewater to the County's wastewater treatment facility near Eastover, South Carolina, for the schools (Hopkins Elementary School, Hopkins Middle School, and Gadsden Elementary) and eligible homeowners along the route, for the new wastewater collection system.
  
- B. The District will be responsible for all operational and maintenance expenses through the date of transfer. The District will be relieved of all current electrical, maintenance, chemical addition and paid operator cost associated with the operation of the wastewater collection and treatment system for the schools listed above upon transfer of ownership of the collection and treatment systems to the County.
  
- C. The District will provide to the County the number of students and staff for each school for the County to calculate the monthly sewer service rate. The following formula will be used to calculate the monthly rate:  
$$(\text{Number of students and staffs} \times 15 \text{ GPD}) / 300 \text{ GPD} = \text{number of Taps}$$
$$\text{Number of Taps} \times \$55.68 = \text{Monthly sewer service fee.}$$

The District will pay monthly usage fees, as previously established by County Council, once the County begins operation of the existing wastewater collection and treatment systems at the schools. The monthly usage fees shall be the only cost to the district, except for those construction costs provided herein. Thus, there shall be no charges for tap fees for connection to the wastewater collection system to be constructed by the County. **The utility rate will be the same as approved by** County Council taking into consideration South Carolina Department of Health and Environmental Control (SCDHEC) and other regulations as well as costs of operations and maintenance.
  
- D. The District will contribute a onetime payment of \$2,000,000.00 as District's contribution to the initial construction of the project. This payment is expected to be paid within ninety (90) days from the signing date of this agreement.
  
- E. The County and the District will approve and execute the easements, deeds, right-of-ways that must be in place to provide access to the existing lagoons, package treatment units, lift stations and new infrastructure required to provide collection and transportation of wastewater for the schools (Hopkins Elementary School, Hopkins Middle School, and Gadsden Elementary). The required easements, deeds, rights or way are as shown on Exhibit A through Exhibit C. In addition, this will include delineation of who is authorized to enter the site on behalf of the County and how that will be communicated to the District. If such approvals are not completed by November 1, 2020, without a mutually agreed upon extension of

time to complete the same, this agreement will terminate and shall no longer be in effect.

- F. Once construction of the proposed collection system is complete and a “Permit to Operate” is obtained from SCDHEC, the County will initiate the close out process, to the satisfaction of SCDHEC, of the existing lagoons at Hopkins Middle School and Gadsden Elementary School and the package treatment unit at Hopkins Elementary School. Should the cost of **the project** exceed \$3 million, the District will be responsible for covering those expenditures. If the District fails to pay, within thirty (30) days of a pay request, any excess sums required for close out, the County will cease work on the close out and the District shall be responsible for any further work on the close out, without any further liability on the County. The District understands that the only funds that the County will provide towards construction and close out are those funds, if any, provided to the County through the South Carolina Department of Health and Environmental Control’s Clean Water State Revolving Fund.
- G. In the event that any additional land is required for construction, close out or maintenance, up to one (1) acre of Richland County School District property will be donated and conveyed as part the District's contribution to funding the project. In addition, if additional temporary construction easements are required for the close out of existing facilities the District will provide such temporary construction easements. In the event that any additional land is required from a third party for construction, close out or maintenance, the District shall provide such easements and deeds at its sole cost and expense.
- H. District will comply with Fats, Oils and Grease (FOG) requirements of Richland County and the South Carolina Department of Health and Environmental Control (SCDHEC) includes but not limited to installation of grease interceptor.

3. Further, the parties agree as follows:

- A. The County, or its assignee(s) or sub-lessee(s), shall be responsible for payment of any utilities necessary for it to use the property for the purposes hereinabove stated. Any revenue generated by operation of the property is the property of the County.

No agreement or sub-lease shall be executed without prior written consent of The District.

- B. Failure of the County or District to perform any of its obligations or any condition of the Agreement shall constitute default. If the County remains in default within thirty (30) days after receipt of written notice from the District specifying the obligation or condition that the County has failed to perform, and the County fails to cure such default within thirty (30) days after receipt of written notice as provided herein, the District may, at District's option,

terminate this Agreement and demand return of the wells. If the wells are returned, the District shall reimburse the County for costs associated with the upgrades and improvements of the wells and the system. If the District remains in default within thirty (30) days after receipt of written notice from the County specifying the obligation or condition that the District has failed to perform, and the District fails to cure such default within thirty (30) days after receipt of written notice as provided herein, the County shall stop all work on the project and the District shall reimburse the County any funds expended from the loan received through the South Carolina Department of Health and Environmental Control's Clean Water State Revolving Fund. Additionally, the County shall have no further obligations or liability under this agreement.

C. As long as the County performs all things required of them by this Agreement, it shall have the peaceful and quiet enjoyment of the property during the term of this Agreement. If at any time, the District should wish to take over operation and control of any part of the system providing service to the schools, the District shall be required to pay at least fair market value for all parts and components of the system.

D. There is hereby reserved to the District, its successors and assigns, for the benefit of the public:

The County shall not assign this Agreement to any party without the written consent of the District and no assignee or lessee may use this property as a school or for school purposes without the written consent of the District. No assignee or lessee shall assign this Agreement without the written consent of the District.

E. Both parties agree that this Memorandum is supported by adequate consideration in the form of the mutual promises and covenants contained herein.

F. Both parties agree to be responsible for the actions of its employees and/or students while acting within the scope of their official duties to the extent consistent with the waiver of immunity provided by the South Carolina Tort Claims Act, Section 15-78-10 et seq. of the Code of Laws of South Carolina (1976), as amended.

G. Throughout the life of this Agreement, the District will maintain at its expense a commercial general liability policy with coverage sufficient to meet the limits under the South Carolina Tort Claims Act in Section 15-78-120 (a) (1) and (2), as may be amended, or a comparable self-funded liability program.

H. If during the term of this memorandum, it is found that a specific clause of the Memorandum is illegal under either federal or state laws, the remainder of the Memorandum not affected by such ruling shall remain in force.



- I. All notices or other communications required or permitted to be given pursuant to this Memorandum shall be in writing and shall be deemed to have been given or delivered when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a private courier providing evidence of receipt as part of the services, and addressed to the parties as follows:

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

Richland County School District One  
Attn: Superintendent  
1616 Richland Street  
Columbia, South Carolina 29201

- J. This Memorandum may not be modified or amended except by a written instrument signed by or on behalf of both parties by their duly authorized officers. No amendment, modification, or termination of this Memorandum and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by both parties.
- K. This Memorandum constitutes the entire Memorandum between the parties regarding the matters set forth herein. No amendment to this Memorandum shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Memorandum shall be interpreted pursuant to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Memorandum on the respective dates indicated below



**Agenda Briefing**

**Prepared by:** Jani Hussain, Deputy Director

**Department:** Utilities

**Date Revised:** July 14, 2020

**Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 15, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 14, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 14, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Subject:</b>	Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone		

**Recommended Action:**

There are two recommended actions related to connecting homes in Phase 1 of the Southeast Sewer and Water Expansion Project.

1. Richland County installs the sewer and water system to selected private properties. The 70 selected homes will be connected to the sewer system which consists of the tank, grinder pump, and line. The 60 selected homes will be connected to the water system which consists of the meter, line, and valve. Moreover, County Council approves waiving the connection (Tap) fee to customers who signed-up for water and/or sewer services by December 16, 2019 deadline and extend the free tap deadline (Council provides the new deadline date).
2. Richland County does not install the sewer system for the 70 selected homes and does not install the water system for the 60 selected homes. County Council denies waiving the connection (Tap) fee to customers who are wanting to connect to water and/or sewer service after the original deadline of December 16, 2019.

**Motion Requested:**

Move to accept either Recommendation 1 or 2.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The total fiscal impact is \$1,761,253.50 for Richland County to install the sewer and/or water system for the 130 homes along with waived tap fees. The fiscal impacts are \$370,000 in tap fees and the installation of the water/sewer system is \$1,391,253.00. The installation cost of the sewer/water system \$1,391,253.00 is already included in the total cost of the project, which is funded by the current Utilities' bond.

If the tap fees for water and sewer connections are waived, the loss of tap fee revenue is estimated to be \$370,000. The tap fee for Water is \$1500 and sewer is \$4000 per residential equivalent unit (REU). However, once the customers do connect, there will be a monthly sewer/water usage fees collected.

If the tap fees are not waived, there is a possibility of losing these 70 customers, which means loss of revenue in the collection of monthly sewer/water usage fees. The sewer estimated loss of \$46,771.20 annually at the current rate of \$55.68 for 70 customers.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**Discussion:**

The Southeast Sewer and Water Expansion Project was recently approved to address multiple compliance issues with onsite wastewater facilities at three schools and meet the community’s needs. In the course of getting the project started, the County hosted numerous public meetings to educate the community on the project’s objectives and potential benefits. The project is designed to provide access to both public water and sewer for residents along the project lines. At the community meetings, residents were advised that they were not required to tap on to the system unless the resident wishes to opt-in. Moreover, residents were advised that if they signed up for connection by December 16, 2019, that the project would include installing the sewer and water system on their property if their homes were located within 200 feet from the main service line and the tap will be free.

Below is a table providing a breakdown of the 130 homes that would receive the sewer and/or water enhancement on their private property.

Division	Number of Connections	Type	Tap Fee	Amount per connection	Total
1	25	Water	\$1500	\$3,571.21	\$126,780.25
1	25	Sewer	\$4000	\$20,050.75	\$601,268.75
2	25	Water	\$1500	\$2,947.88	\$111,197.00
2	25	Sewer	\$4000	\$17,551.60	\$538,790.00
3	10	Water	\$1500	\$2,190.21	\$36,902.10
3	10	Sewer	\$4000	\$4,386.54	\$83,865.40
4	10	Sewer	\$4000	\$22,245.00	\$262,450.00
				<b>Total</b>	<b>\$1,761,253.50</b>

It is important to note that the expenditure of public funds on private property is not prohibited if it has a public benefit. In the case of this project, the connection of these properties will assist Richland County in enhancing its infrastructure. In terms of the operation and maintenance of the water and sewer lines and systems within private property, homeowners will assume responsibility.

Councilwoman Myers held another community meeting on May 2, 2020, via a tele town hall meeting. Since this community meeting, residents have been calling for more information and some desire to connect to the system. They believe that during this community meeting, it was stated that the

connection fee is waived as long as they sign up to connect before the end of construction. The Utilities' staffs believe when a resident is wanting to sign up after the original cutoff date of December 16, 2019, the staff are to let the residents know that they must pay the connection fee.

**Attachments:**

1. E-mail communication consisting of Legal's opinion

**ASHIYA MYERS**

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**From:** JOHN THOMPSON  
**Sent:** Tuesday, July 21, 2020 3:20 PM  
**To:** ASHIYA MYERS  
**Subject:** Fwd: Urgent Request - Sewer Ordinance

Ashiya: The below is for the BD. Thank you.

**John M. Thompson, Ph.D., MBA, CPM**  
Assistant County Administrator  
Richland County Government  
Office of the County Administrator  
[Thompson.John@RichlandCountySC.gov](mailto:Thompson.John@RichlandCountySC.gov)  
**P 803-576-1364 F 803-576-2137**  
[2020 Hampton St.](http://2020HamptonSt.com)  
[P.O. Box 192](http://P.O.Box192.com)  
[Columbia, SC 29201](http://Columbia,SC29201.com)  
[richlandcountysc.gov](http://richlandcountysc.gov)

**Confidential and Privileged:**

*Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.*

Begin forwarded message:

**From:** Larry Smith <[larry24nccu@gmail.com](mailto:larry24nccu@gmail.com)>  
**Date:** May 27, 2020 at 3:27:02 PM EDT  
**To:** JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>  
**Cc:** LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>, TARIQ HUSSAIN <[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)>, JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>  
**Subject:** RE: Urgent Request - Sewer Ordinance

John,

Sorry that I misinterpreted your e-mail.

As I understand it, after our discussion, you're concerned about whether or not the expenditure of County dollars, on private property, to install this system, is prohibited?

Based on your e-mail and our discussion, the installation of the system on private property is to ultimately connect to a "public system".

As we have previously discussed, the expenditure of public funds on private property is not prohibited, if it has a “public benefit”. In this instance, I would assume that the connection of these properties will assist the County in enhancing its current infrastructure. Therefore, in my opinion, this would meet the threshold of a public benefit.

Hope that this helps.

Sent from [Mail](#) for Windows 10

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**From:** [Larry Smith](#)  
**Sent:** Wednesday, May 27, 2020 2:50 PM  
**To:** [JOHN THOMPSON](#)  
**Cc:** [LEONARDO BROWN](#); [TARIQ HUSSAIN](#); [JOHN THOMPSON](#)  
**Subject:** RE: Urgent Request - Sewer Ordinance

John,

I’m not familiar with this ordinance. However, just as a general proposition, I don’t know why we would hold a homeowner, who would presumably have no knowledge of sewer systems, responsible for installing them.

In addition, I don’t know why the County would want homeowners, that are not knowledgeable about these matters responsible for the installation, that if not done correctly, could negatively impact the County’s system, once they’re connected,

Sent from [Mail](#) for Windows 10

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**From:** [JOHN THOMPSON](#)  
**Sent:** Wednesday, May 27, 2020 2:32 PM  
**To:** '[Larry Smith](#)'  
**Cc:** [LEONARDO BROWN](#); [TARIQ HUSSAIN](#); [JOHN THOMPSON](#)  
**Subject:** Urgent Request - Sewer Ordinance  
**Importance:** High

Larry: Please see Jani’s e-mail below. This matter involves the installation of sewer and/or water systems on private property for 130 homes as part of the Southeast Sewer and Water Expansion Project. I understand that this cost is approximately \$1.3 million and has already been included in the total cost for the project. Jani asserts that based on the Ordinance that homeowners are responsible for installing the systems and connecting to the County’s system.

Please provide your legal opinion.

Thank you,

**John M. Thompson, Ph.D., MBA, CPM**

Assistant County Administrator  
Richland County Government  
Office of the County Administrator  
803-576-2054

[Thompson.John@RichlandCountySC.gov](mailto:Thompson.John@RichlandCountySC.gov)

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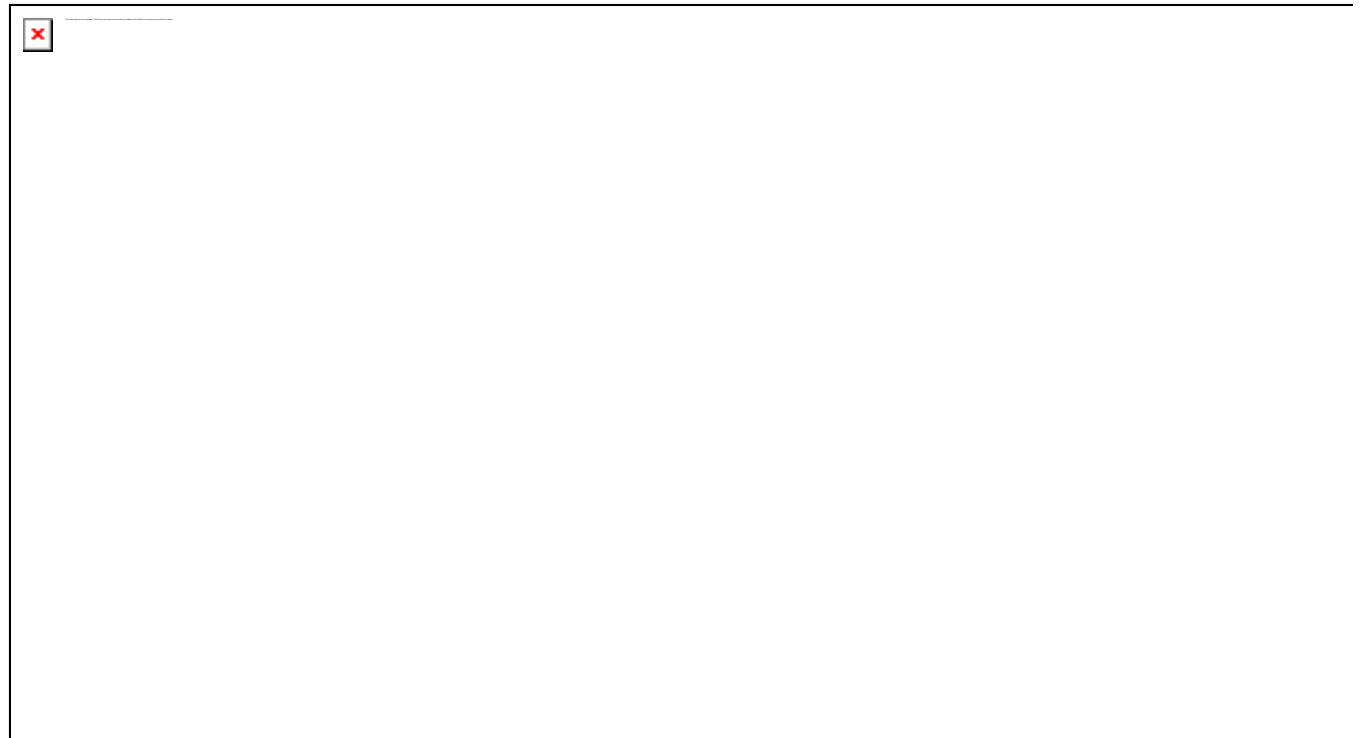
**From:** TARIQ HUSSAIN <[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)>  
**Sent:** Tuesday, May 26, 2020 2:51 PM  
**To:** ELIZABETH MCLEAN <[MCLEAN.ELIZABETH@richlandcountysc.gov](mailto:MCLEAN.ELIZABETH@richlandcountysc.gov)>; BRAD FARRAR <[FARRARB@rcgov.us](mailto:FARRARB@rcgov.us)>  
**Cc:** JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>; 'Larry Smith' <[larry24nccu@gmail.com](mailto:larry24nccu@gmail.com)>; LARRY SMITH <[SMITH.LARRY@richlandcountysc.gov](mailto:SMITH.LARRY@richlandcountysc.gov)>  
**Subject:** Urgent Request - Sewer Ordinance

Brad/Elizabeth,

We are working on a BD document to present to the County Council.

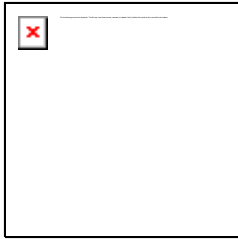
Please let us know if the wording in below ordinance means that the owner is responsible for building and maintenance of sewer system (tank, grinder pump, lines) on the owner's private property to connect to the Richland County utilities system.

Does this apply to water also?



Thanks

**Jani Tariq Hussain**  
Deputy Director  
Richland County Government  
Utilities Department  
[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)  
P 803-401-0045



7525 Broad River Road  
Irmo, SC 29063  
[rcgov.us](http://rcgov.us)

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**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer  
**Department:** Utilities  
**Date Prepared:** June 29, 2020 **Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 08, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 29, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 29, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Change Order for Division 4 of the Southeast Sewer and Water Expansion Project		

**Recommended Action:**

Staff recommends that County Council approves Change Order 2 for the additional gravity line installation required for Division 4 of the SESWEP.

**Motion Requested:**

Move to approve the staff's recommendation as noted above.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

This fiscal impact of approving the change order is \$71,755 for a new gravity line to separate the flows. The cost of this change order will be funded from the contingency funds of the Southeast Sewer and Water Expansion Project.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

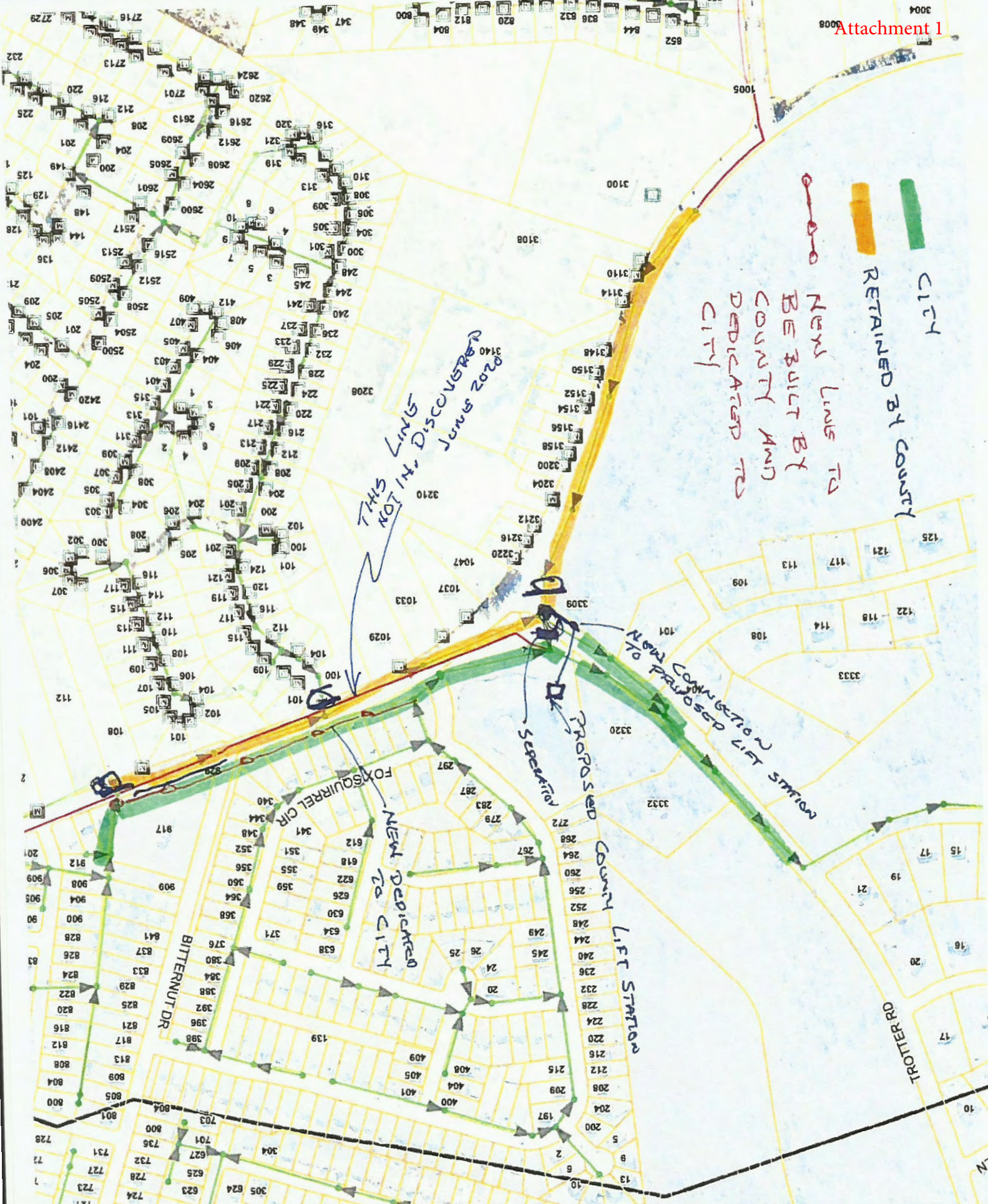
The Surrey Place and Starling Goodson subdivisions are both located within the Richland County (RC) service area. As part of the proposed Division 4 of the SESWEP, the flow from the above-mentioned subdivisions along with other areas which are currently served by the City of Columbia (COC), is to be diverted from the City's sewer distribution lines and routed to the Garner's Ferry Rd lift station. From there the wastewater will be pumped to the Eastover WWTF which is operated by Richland County.

To divert the flow from Surrey Place and Starling Goodson to the Garners Ferry Road lift station, a new lift station is to be installed near the intersection of Bitternut Drive and Trotter Road. During the design phase of the project, the consultant, Joel E. Wood & Associates (JEWA), was provided geographic information system (GIS) mapping from the City of Columbia (CoC) that shows the existing sewer lines within the project area. (See attached for location map) From these drawings, JEWA determined that the wastewater from Starling Goodson and Quail Point flowed into the same gravity sewer line along Starling Goodson Road. The Quail Point subdivision is located within the CoC service area, and as a result, a new gravity sewer line would need to be installed along Starling Goodson Road to separate these flows. The mapping from the City indicated that the Chandler Hall subdivision, which is within the CoC service area, had a gravity line that ran from Chandler Hall Lane to Trotter Road and passed by the County's proposed lift station site. The mapping also indicated that the Surrey Place subdivision was on a separate gravity line from the Chandler Hall subdivision, which ran to the west towards Trotter Road and pass the County's proposed lift station site. The design from the consultant was based on information provided by the City of Columbia that the Chandler Hall subdivision and the Surrey Place subdivision had their separate gravity lines and that the only work required in this section would be a changed sewer line to separate the Quail Point and Starling Goodson subdivisions.

As the construction began, it was discovered that there was only one gravity sewer line that ran east to west down Starling Goodson Road and Bitternut Drive towards Trotter Road. The consultant contacted the City of Columbia and it was discovered that the City's GIS mapping was incorrect. After further field exploration, it was determined that Surrey Place, Starling Goodson, Chandler Hall, and Quail Point all discharge into a common gravity sewer line, and the current design did not separate the City's flow from the County's flow as intended. To separate the flows, an additional gravity sewer main of approximately 400 linear feet will need to be installed from the intersection of Chandler Hall Lane and Bitternut Drive to the County's proposed lift station. This additional gravity sewer was not included in the original bid quantities for the project and a change order for the contractor is required to cover this additional work. The change order submitted is attached to this brief.

## Attachment:

1. Location Map
2. Change Order request from Stutts and Williams, LLC
3. Change Order explanation from the Consultant



MAPS PROVIDED BY COC

### CONTRACT CHANGE ORDER

Project: SE Richland County Sewer And Water System Expansion Division 4

Date: June 22, 2020 Contractor: Stutts and Williams, L. L. C

Owner: Richland County Contract No.: CN200035 Change Order No.: 2

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

See attached sheets

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

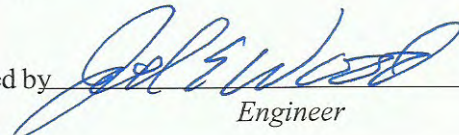
See attached sheets

Contract Price with Change Orders: .....	\$. 2,402,382.00
Change in Contract Price due to this Change Order	\$ 71,755.00
Total Decrease of this Change Order:.....	\$ 0.00
Total Increase of this Change Order:.....	\$ 71,755.00
Net (increase)(decrease) in Contract Price:.....	\$ 71,755.00

- Is proposed change an alternate bid?  
( Extended Bid Prices)  yes  no
- Will proposed change alter the physical size of the project?  
If yes, explain.  yes  no
- Effect of this change on other prime contractors: N/A

The sum of \$71,755.00 is hereby (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is \$2,474,137.00 .

The time provided for completion in the contract is (~~unchanged~~) (increased) (~~decreased~~) by 14 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by  6/22/2020  
Engineer Date

Accepted by \_\_\_\_\_  
Contractor Date

Approved by \_\_\_\_\_  
Owner Date



PO Box 2046  
 Lexington, SC 29072  
 (P) 803.814.3753  
 Contractor's License # - G119374

## CHANGE REQUEST PROPOSAL

**DATE:** 6/16/2020  
**PROPOSAL TO:** RICHLAND COUNTY UTILITIES  
**ATTN:** Joel Wood

**PROJECT:** SE Richland County Sewer  
**LOCATION:** Chandler Hall to Trotter Rd LS  
**ENGINEER:** Joel E. Wood & Associates

*Stutts & Williams hereby proposes the following pricing for the change at Chandler Hall and Trotter.*

DEMOBILIZE / REMOBILIZE	1	EA	\$5,000.00
CONSTRUCTION STAKING	1	LS	\$1,500.00
SEDIMENT & EROSION CONTROL	1	LS	\$800.00
CLEARING R/W	1	LS	\$1,800.00
POWER POLE GUY WIRE REMOVAL & REPLACEMENT	1	LS	\$2,500.00
8" PVC GRAVITY (0-12')	295	LF	\$24,190.00
8" PVC GRAVITY (12-14')	32	LF	\$2,752.00
8" DIP (12-14')	24	LF	\$4,108.00
MANHOLE (12-14')	1	EA	\$4,751.00
ADDITIONAL SHORING & TIME DUE TO EXIST GAS & FM	1	LS	\$2,500.00
MANHOLE (0-10')	1	EA	\$4,279.00
CONCRETE PIPE ENCASEMENT	1	LS	\$1,200.00
MODIFY NEW MANHOLE ALREADY DELIVERED TO SITE	1	EA	\$1,500.00
MODIFY WET WELL INVERT FOR NEW ANGLE OF 8" GRA'	1	EA	\$1,150.00
REMOVE AND REPLACE SIDEWALK	210	SY	\$12,600.00
SEEDING, FERTILIZER & MULCH	0.5	AC	\$1,125.00
			\$71,755.00

Respectfully Submitted:  
 Stutts & Williams, LLC

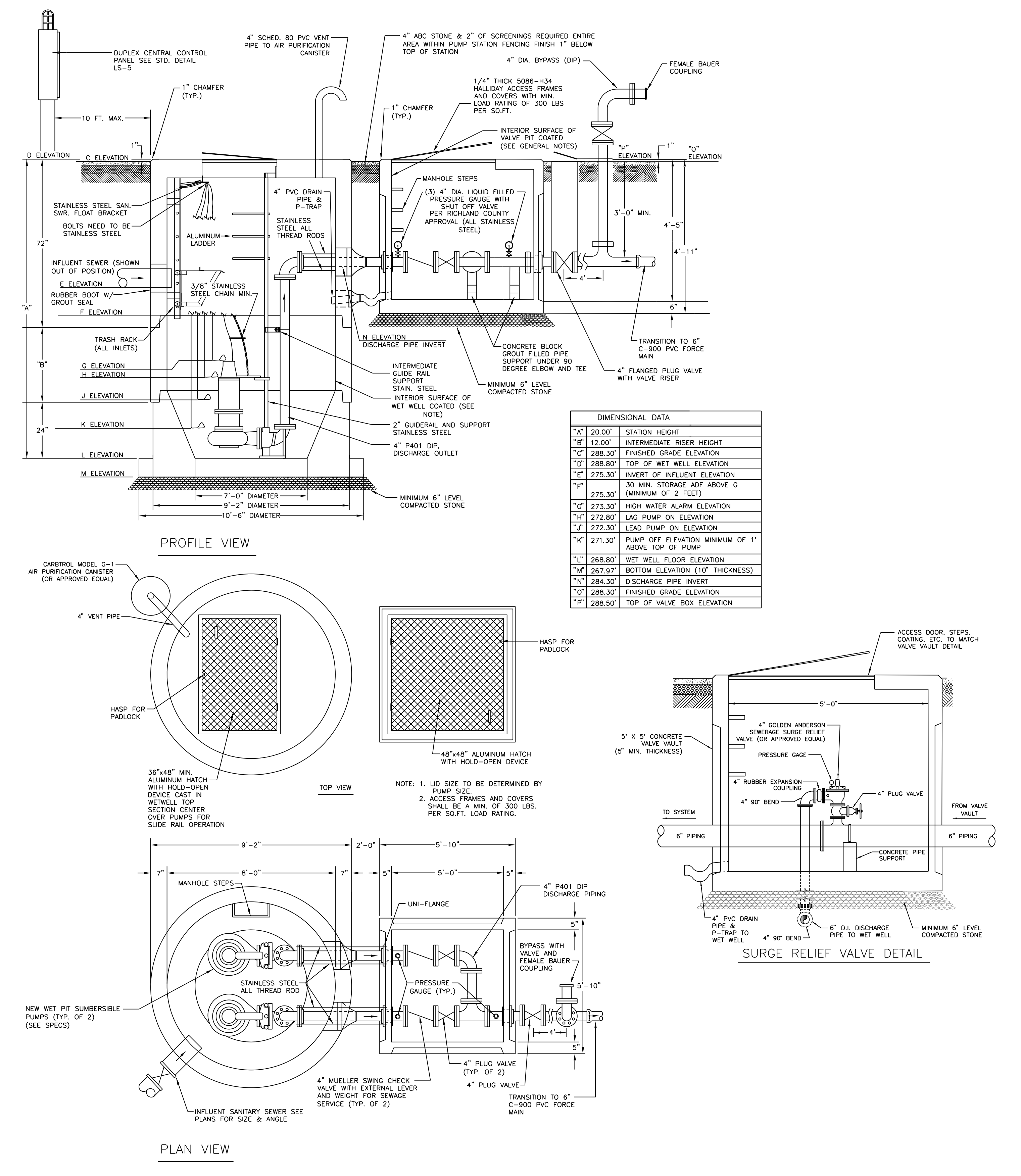
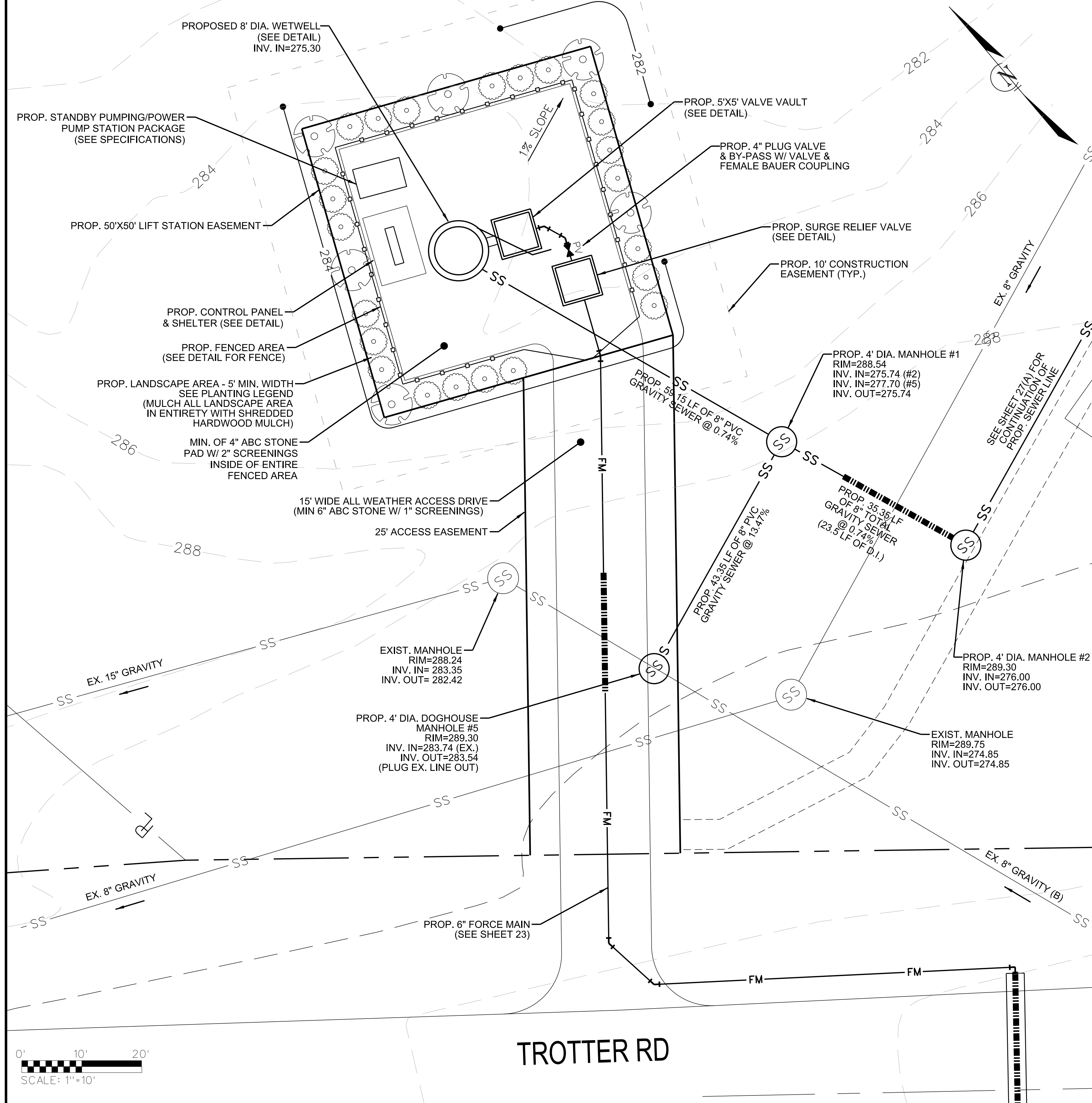
Brad Stutts

**GENERAL/CONSTRUCTION NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ELEVATIONS AT ALL TIE-IN POINTS FOR EXISTING GRAVITY SEWER MAINS PRIOR TO COMMENCING WITH THE PROPOSED CONSTRUCTION. IF DISCREPANCIES OR CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. THE EXISTING WWTF SHALL REMAIN IN SERVICE UNTIL THE NEW PUMP STATION IS GRANTED A PERMIT TO OPERATE FROM SCDHEC. AFTER A PERMIT TO OPERATE THE NEW PUMP STATION IS OBTAINED THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS TO DIVERT THE EXISTING FLOWS TO THE NEW PUMP STATION & ANY BY-PASS PUMPING NECESSARY.
3. THE LIFT STATION SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO FEMA MAP NUMBER 45079C0384L DATED 12/21/2017.

**PLANTING LEGEND:**

- "CHINDO" VIBURNUM, SIZE: 18"-24" HEIGHT, QTY: 6
- CARRISA HOLLY, SIZE: 18" MIN. HEIGHT, QTY: 23

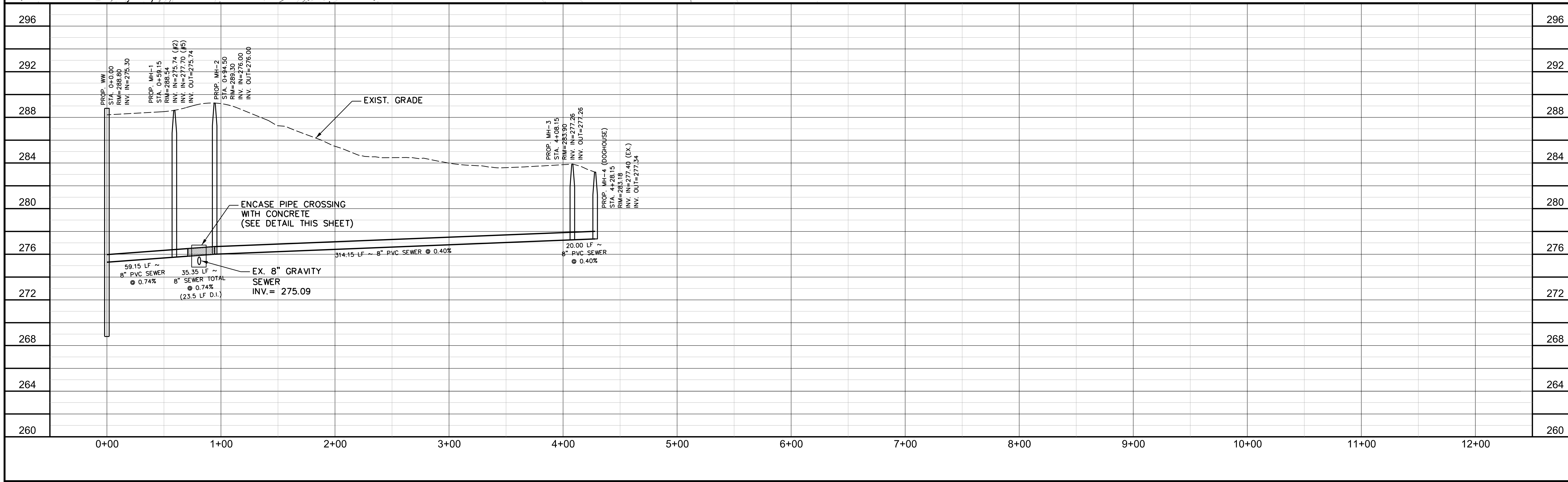
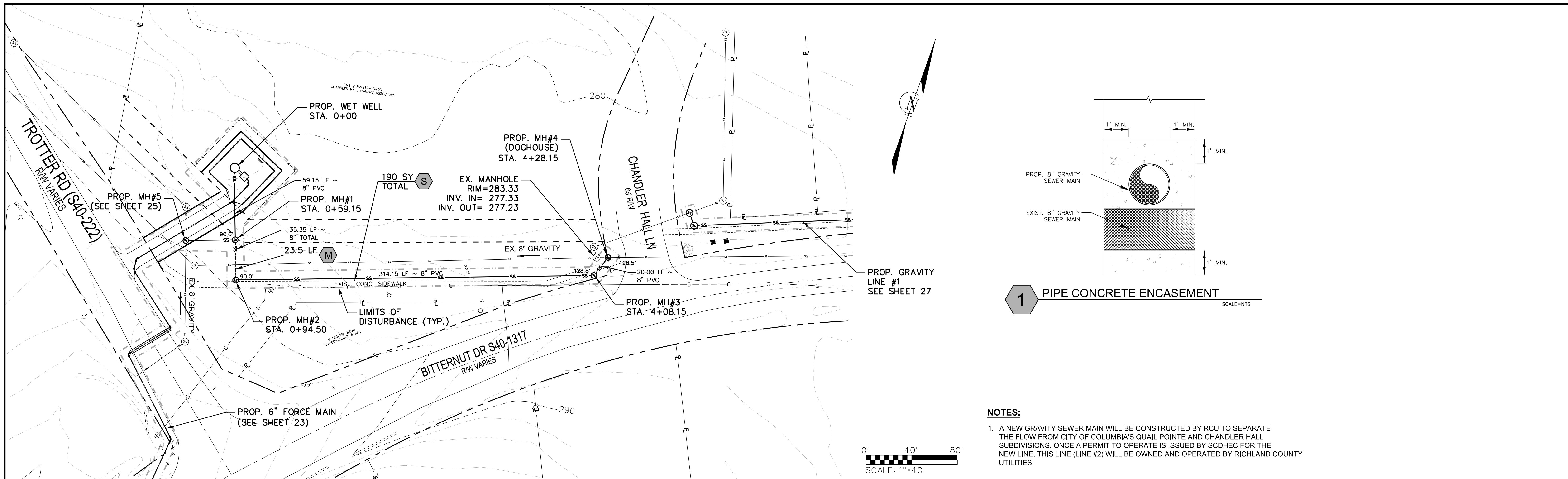


DIMENSIONAL DATA	
"A"	20.00' STATION HEIGHT
"B"	12.00' INTERMEDIATE RISER HEIGHT
"C"	288.30' FINISHED GRADE ELEVATION
"D"	288.80' TOP OF WET WELL ELEVATION
"E"	275.30' INVERT OF INFLUENT ELEVATION
"F"	275.30' 30 MIN. STORAGE ADF ABOVE G (MINIMUM OF 2 FEET)
"G"	273.30' HIGH WATER ALARM ELEVATION
"H"	272.80' LAG PUMP ON ELEVATION
"I"	272.30' LEAD PUMP ON ELEVATION
"K"	271.30' PUMP OFF ELEVATION MINIMUM OF 1' ABOVE TOP OF PUMP
"L"	268.80' WET WELL FLOOR ELEVATION
"M"	267.97' BOTTOM ELEVATION (10" THICKNESS)
"N"	284.30' DISCHARGE PIPE INVERT
"O"	288.30' FINISHED GRADE ELEVATION
"P"	288.50' TOP OF VALVE BOX ELEVATION

**A SUBMERSIBLE PUMP STATION PLAN & PROFILE VIEW**

SCALE=NTS

<p><b>APPROVALS</b></p> <p>PROJECT ENGR: JEW DRAWN BY: DER CHECKED BY: ACC</p> <p>REVIEW: BID: CONSTRUCTION:</p>		<p><b>PREPARED BY</b></p> <p> <b>JOEL E. WOOD &amp; ASSOCIATES</b> PLANNING • ENGINEERING • MANAGEMENT</p> <p>P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390</p>		<p><b>SEALS</b></p> <p></p>		<p><b>PROJECT</b></p> <p><b>SOUTHEAST RICHLAND COUNTY SEWER SYSTEM &amp; SOUTHEAST WATER SYSTEM EXPANSION</b></p> <p>RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR <b>RICHLAND COUNTY UTILITIES</b></p>		<p><b>SHEET TITLE</b></p> <p><b>TROTTER ROAD LIFT STATION</b></p>		<p><b>NO. DATE REVISIONS BY</b></p> <p>1. 12/20/19 RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19 ACC 2. 6/12/20 REVISED LIFT STATION INVERTS / GRAVITY LINES ACC</p>		<p><b>SCALE: AS SHOWN</b></p> <p>DATE: 9/1/2019</p> <p>JOB NO.: 190104.2</p> <p>SHEET <b>25</b> OF <b>33</b></p>	
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<b>APPROVALS</b>		<b>PREPARED BY</b>		<b>SEALS</b>		<b>PROJECT</b>		<b>SHEET TITLE</b>		<b>NO. DATE REVISIONS BY</b>		<b>SCALE: 1"=40' (HORIZ.) 1"=4' (VERT.)</b>		
PROJECT ENGR:	JEW					<b>SOUTHEAST RICHLAND COUNTY SEWER SYSTEM &amp; SOUTHEAST WATER SYSTEM EXPANSION</b> RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR <b>RICHLAND COUNTY UTILITIES</b>		<b>BITTERNUT DRIVE LINE #2 8" GRAVITY SEWER PLAN &amp; PROFILE</b>		1.	12/20/19	RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19	ACC	DATE: 9/1/2019
DRAWN BY:	DER									2.	6/12/20	ADDED GRAVITY SEWER LINE #2	ACC	
CHECKED BY:	ACC									SHEET 27(A) OF 33				
REVIEW:														
BID:														
CONSTRUCTION:														



**JOEL E. WOOD & ASSOCIATES**

PLANNING • ENGINEERING • MANAGEMENT

Main Office

2160 Filbert Highway  
York, SC 29745

P.O. Box 296  
Clover, SC 29710

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

Kings Mountain,  
NC

104 N. Dilling St.  
Kings Mountain, NC  
28086

P.O. Box 296  
Clover, SC 29710

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

June 22, 2020

Mr. Tariq Hussain, Acting Director  
Richland County Department of Utilities  
7525 Broad River Road  
Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT  
DIVISION 4 CHANGE ORDER NUMBER 2  
JUSTIFICATION**

Dear Mr. Hussain:

The Surrey Place and Starling Goodson subdivisions are both located within the Richland County (RC) service area. As part of the proposed Division 4 of the SE Richland County Water and Sewer Project, the flow from the above mentioned subdivisions along with other areas which are currently served by the City of Columbia (COC), is to be diverted from the City's sewer distribution lines and routed to the Garner's Ferry Rd lift station. From there the wastewater will be pumped to the Wateree WWTF which is operated by Richland County.

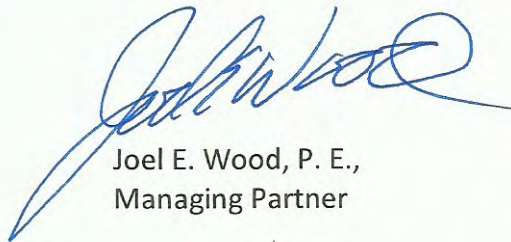
In order to divert the flow from Surrey Place and Starling Goodson to the Garner's Ferry Rd lift station a new lift station is to be installed near the intersection of Bitternut Drive and Trotter Rd. During the design phase of the project, Joel E. Wood & Associates (JEWA) was provided GIS mapping (see attached Map) from the City of Columbia that shows the existing sewer lines within the project area. From these drawings JEWA determined that the wastewater from Starling Goodson and Qual Pointe flowed into the same gravity sewer line along Starling Goodson Rd. The Quail Pointe subdivision is located within the COC service area, and as a result, a new gravity sewer line would need to be installed along Starling Goodson Rd to separate these flows. The mapping from the City indicated that the Chandler Hall subdivision, which is within the COC service area, had a gravity line that ran from Chandler Hall Lane to Trotter Road and passed by our proposed lift station site. The mapping also indicated that the Surrey Place subdivision was on a separate gravity line from the Chandler Hall subdivision which ran to the west towards Trotter Rd and past our proposed lift station site. Our design was based on information provided by the City that the Chandler Hall subdivision and the Surrey Place subdivision had their own separate gravity lines and that the only flow that would need to be changed was to separate the Quail Pointe and Starling Goodson subdivisions.



As we began construction, it was discovered that there was only one gravity sewer line that ran east to west down Starling Goodson Rd and Bitternut Dr towards Trotter Rd that passed our proposed lift station site. We contacted the City and they discovered that the City's GIS mapping was not correct. After further field exploration, it was determined that Surrey Place, Starling Goodson, Chandler Hall and Quail Point all discharge into a common gravity sewer line and our current design did not separate the City's flow from the County's flow as intended. In order to separate the flows, an additional gravity sewer main will need to be installed from the intersection of Chandler Hall Ln and Bitternut Dr to our proposed lift station. This additional gravity sewer was not included in the original bid quantities for the project and a change order for the contractor will be needed to cover this additional work.

Sincerely,

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



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



**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer  
**Department:** Utilities  
**Date Prepared:** July 08, 2020 **Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 22, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 10, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 10, 2020
<b>Approved for Council consideration:</b>	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Sewer Availability Letter for the Farm at McCords Ferry Subdivision		

**Recommended Action:**

Staff's recommendation is as follows:

County Council directs staff to issue a sewer availability letter that permits the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia sewer collection subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer.

**Motion Requested:**

Move to approve staff's recommendation as noted above.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The new development will consist of 400 homes at build out. The 400 lots will generate \$1,600,000 in tap fees and a monthly sewer charge of \$22,272.00 at build out. The monthly sewer charge is based in the current sewer rate of \$55.68 per resident. All the tap fees and monthly charges shall be paid to the County. The County shall be responsible for paying the City the monthly rate of \$33.76 per residential equivalent unit or REU as agreed in the IGA for the transfer area. (See attachment) The monthly cost that the County will be paying to the City at build out of the project is \$13,504.

**Motion of Origin:**

There is no associated Council motion.

Council Member	
Meeting	
Date	

**Discussion:**

On December 3, 2019, Richland County Utilities (RCU) received a request for sewer availability from American Engineering Consultants, Inc. on behalf of the property owner. The sewer availability requested is for the Farm at McCords Ferry Subdivision, a proposed development located in the Southeastern region of the County and preliminarily designed as a 400-residential development. (See Figure 1 for location of development). This subdivision is in the transfer area and was preapproved by the City of Columbia before the transfer. While the project location is now within RCU’s service area, the county’s sewer collection system within the project area currently has insufficient capacity to handle the expected sewer flow. The project is currently proposed to be developed in five (5) different phases with the projected time frame for each phase as presented below in Table 1. The flow generated at build out of the entire subdivision is estimated to be at 120,000 gallons per day (gpd) which would be treated at the Eastover Wastewater Treatment Facility (WWTF). Sewer services can only be provided to this development at the completion of the Southeast Sewer and Water Expansion project. The build out is estimated to be completed by February 2024.

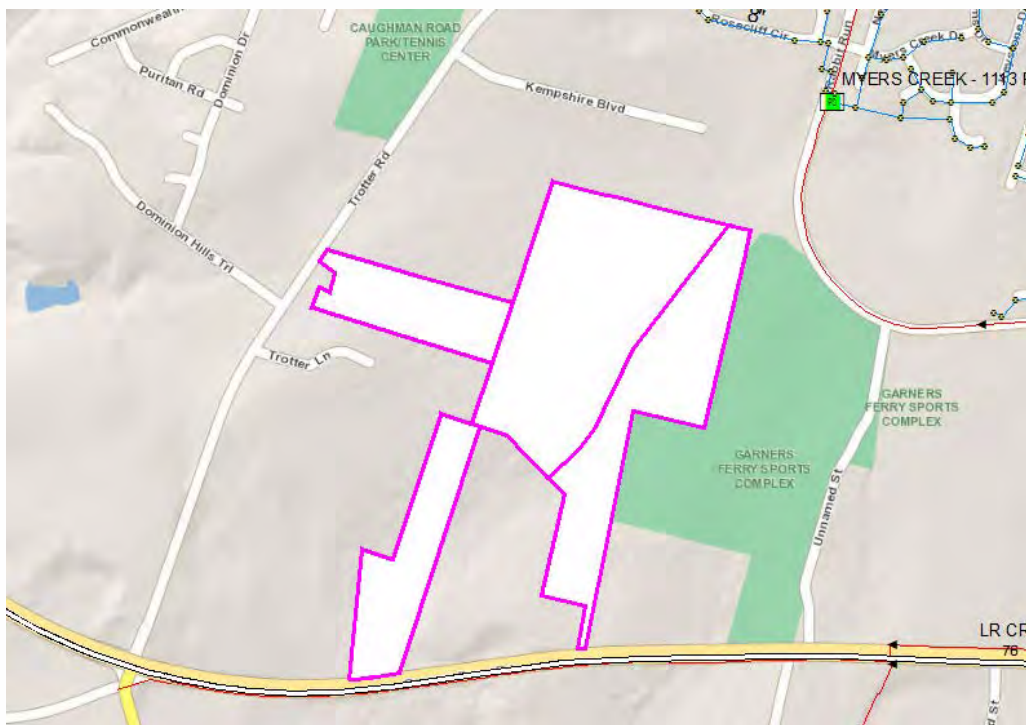
The project is still in the preliminary stage and there are ongoing conversations between the owner and potential developers. The developer that will be responsible for the project is yet to be determined. However, consultants from E.L Robinson Engineering are currently representing the property owner with the preliminary planning phase. To secure funding for the project, the owner is seeking a sewer availability letter that shows capacity for the projected flow. The consultant has received an approval letter from the City of Columbia, which has agreed to convey and treat the wastewater from the project at build-out (See the City of Columbia letter). The consultant is requesting a sewer availability letter from the County that permits the developer to connect to the City of Columbia sewer collection system if the SESWEP is not completed before the development is fully permitted. If the SESWEP is completed before the project is completed, the developer shall connect to the County’s collection system.

Staff is recommending the issuance of a letter that allows the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia. This letter is based on the conditions as listed in the recommended actions. A draft of this letter is provided for the Council’s review.

**Table 1: Project Completion Schedule for McCords Ferry Subdivision**

Phase	Single Family Residential	REU (gpd)	Total (gpd)	Required Date
Phase 1a	20	300	6,000	February-21
Phase 1b	25	300	7,500	April-21
Phase 2	179	300	53,700	February-22
Phase 3	90	300	27,000	February-23
Phase 4	86	300	25,800	February-24
Totals	400		120,000	

**Figure 1: Project Location for McCords Ferry Subdivision**



**Attachments:**

1. IGA between Richland County and the City of Columbia
2. City of Columbia letter to the developer
3. RCU's sewer availability letter to the developer



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PO Box 147 | Columbia, SC 29217 | (803) 545-3300

September 24, 2019

John M. Thompson, Ph.D.  
Assistant County Administrator  
Richland County Government  
P.O. Box 192  
Columbia, SC 29201

Re: Lower Richland Sewer Agreements

Dear Dr. Thompson:

Please find attached fully executed copies of the First Amendment to the Lower Richland Sewer Service Agreement and the Satellite Sewer Service Agreement. These items were approved during the September 17, 2019 meeting of the City of Columbia Council. The date of execution of these documents was September 23, 2019, and this date will begin the 90-day due diligence period. Our staff members have already begun meeting and sharing information, and we look forward to continuing this cooperative spirit through the final transfer of the sewer assets. Thank you and please let me know if you have any questions.

Very truly yours,

Clint E. Shealy, P.E.  
Assistant City Manager  
City of Columbia, SC

cc: Joey Jaco, P.E., Director of Utilities, City of Columbia  
Jani Tariq Hussain, Deputy Director of Utilities, Richland County

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ColumbiaSCWater.Net



**STATE OF SOUTH CAROLINA**  
**CITY OF COLUMBIA**

**FIRST AMENDMENT TO**  
**LOWER RICHLAND SEWER**  
**SERVICE AGREEMENT**

This First Amendment (the "Amendment") to the Lower Richland Sewer Service Agreement is made and entered into by and between the City of Columbia, a municipal corporation, and Richland County, South Carolina as of the date of the last signature hereto.

WHEREAS, the City and the County entered into the Lower Richland Sewer Service Agreement (the "Agreement") dated November 8, 2010, with respect to making sewer service available to certain properties located within the County's 208 sewer service area, which properties currently do not have sewer service; and

WHEREAS, the Agreement was scheduled to expire on October 1, 2017; and

WHEREAS, the City and the County discussed the extension of the Agreement and continued to operate under the Agreement on a month-by-month basis; and

WHEREAS, under the terms of this Amendment, the County will purchase certain City sewer assets listed in this Amendment, provided County has inspected such assets to ensure that they are acceptable to the County, and the City will provide wholesale sewer conveyance and treatment for those assets; and

WHEREAS, the parties have now agreed to the terms of the extension of the Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City and County agree that the Agreement is amended as follows:

1. The term of the agreement is extended from the Effective Date thereof until a period ending four years from the Effective Date.
2. All work associated with this Agreement shall be planned, designed, procured and constructed by the County to conform with the existing 208 plan.
3. Upon execution of this Amendment, the City will sell to the County those City sewer assets listed in Exhibit A, attached hereto, provided County has inspected such assets to ensure that they are acceptable to the County in accordance with the requirements of the original Agreement. City agrees to provide County with copies of all maintenance, repair and other records related to the assets subject to sale pursuant to this Agreement to better assist the County to determine the condition of the assets. The County shall perform this asset condition review within a 90-day due diligence period that shall begin upon the Effective Date of this Amendment. At the end of this due diligence period, County shall either purchase assets or comply with the terms of the original Agreement. Upon the sale and transfer of the City sewer assets listed in Exhibit A, the County will assume all retail and operation and maintenance of these sewer assets.

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

4. Upon execution of this Amendment, the County will also execute a satellite sewer system agreement with the City substantially the same as the form agreement approved under the City's Consent Decree with the U.S. Environmental Protection Agency.

5. General Provisions:

A. Entire Agreement. This Amendment, together with the Lower Richland Sewer Service Agreement, sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and County relative to the provision of sewer service to the Lower Richland area, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Amendment or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect the other provisions hereof, and this Amendment shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this Amendment shall be the date set forth above which shall be the date the Amendment is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

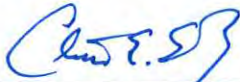
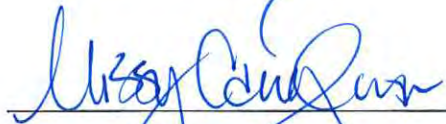
F. This agreement does not constitute permission from the county for Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.

G. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Agreement shall be unchanged and shall remain in full force and effect.


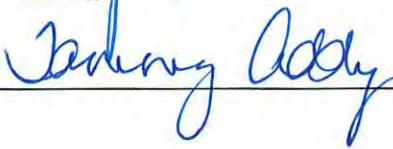
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective as of the date first above written, and by doing so, agree to be bound by the terms of this Amendment.


WITNESSES:

WITNESSES:

CITY OF COLUMBIA

By:   
TERESA B. WILSON, City Manager

9/23/2019

RICHLAND COUNTY

By:   
Leonardo Brown, County Administrator

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

  
Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content



**Exhibit A**

Assets owned by the City of Columbia and to be sold and transferred to Richland County under this Amendment:

- Garner's Ferry Pump Station
- Quail Creek Pump Station
- Myers Creek Pump Station
- Green Lakes Pump Station
- Swandale Pump Station
- Associated force mains, including the force main delivering flow from the Garner's Ferry Pump Station and any contributing private pump stations, discharging into the City's gravity collection system at Old Garner's Ferry Road and Old Hopkins Road.
- Gravity lines, manholes, service laterals and associated appurtenances.

Satellite Sewer  
Service Agreement  
between the City of  
Columbia and  
Richland County

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the City of Columbia, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("Columbia") and Richland County, South Carolina ("County").

WHEREAS, Columbia owns, operates and maintains a wastewater sewer system ("Columbia Sewer System") which includes a wastewater collection and transmission system ("Columbia WCTS") and a wastewater treatment plant located as 1200 Simon Tree Lane, Columbia, South Carolina ("Metro WWTP"). The Metro WWTP is permitted to discharge treated wastewater pursuant to NPDES Permit No. SC0020940 ("City Permit") issued by the South Carolina Department of Health and Environmental Control ("DHEC"); and

WHEREAS, County owns, operates and maintains a satellite sewer system as defined in S.C. Regulation 61-9.122.2 ("Satellite Sewer System") and currently transmits wastewater collected in the Satellite Sewer System to the Columbia Sewer System for transmission to the Metro WWTP for treatment and discharge to waters of the State under the City Permit; and

WHEREAS, one or more facilities located in the Satellite Sewer System are Industrial Users as defined by S.C. Regulation 61-9.403.3; and


WHEREAS, pursuant to S.C. Regulation 61-9.403, Columbia must implement and enforce a pretreatment program to control discharges from all Industrial Users to the Metro WWTP, including Industrial Users in the Satellite Sewer System.

NOW, THEREFORE, for and in consideration of the agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

SERVICES AND FEES

1. Services Provided. Columbia shall issue to County a permit authorizing the discharge of wastewater collected and transmitted in the Satellite Sewer System to the Columbia Sewer System for transmission to, and treatment at, the Metro WWTP. The terms of this Agreement shall be incorporated into the permit, and compliance with the terms of this Agreement shall be a permit condition.

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

2. Fees. Columbia shall provide conveyance to its wastewater treatment plant and treatment at a flat rate per equivalent residential unit (ERU) as defined by the South Carolina Department of Health and Environmental Control. This rate shall be defined as Columbia's current volumetric rate for inside-City customers, which currently equates to \$33.76 per ERU, but is subject to annual rate adjustment by City Council. This monthly fee is based upon an assumed average water consumption as defined by the South Carolina Department of Health and Environmental Control per ERU. This volumetric rate for inside-City customers shall be valid for four (4) years from the date of the signing of this Agreement, but shall be subject to adjustment as Columbia's overall water and sewer rates are periodically updated. Columbia shall communicate future rate increases in writing to the County prior to the effective date of such increases.

## ARTICLE II

### TRANSMISSION AND TREATMENT CAPACITY

1. Capacity Assurance Program. Pursuant to the provisions of Columbia's current capacity program and the capacity certification requirements ("Capacity Assurance Program"), the following services for County's customers must be mutually agreed upon by both the Columbia and the County, with the first rights of service denial belonging to the County:

- i. All new connections, whether from new or existing customers, to the Satellite Sewer System after the Effective Date ("New Connections"); and
- ii. Proposed additional wastewater flow from a Current Connection ("Additional Flow").

Columbia will not object to New Connections and Additional Flow are permitted provided they do not exceed the limitations of the Capacity Assurance Program.

2. Treatment Capacity. In determining whether Columbia has adequate treatment capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. On a monthly basis, County will provide Columbia with a list of all New Connections and Additional Flow within the Satellite Sewer System.

3. Collection and Transmission Capacity. In determining whether Columbia has adequate collection and transmission capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. If Columbia is unable to approve a New Connection or Additional Flow because of inadequate transmission capacity under the Capacity Assurance Program, Columbia will advise County of system upgrades needed to satisfy capacity requirements.

## ARTICLE III

### MANAGEMENT, OPERATION AND MAINTENANCE

1. Operation and Maintenance of the Columbia Sewer System. Columbia shall be solely responsible for all operating and maintenance obligations for the Columbia Sewer System and for compliance with the City Permit. Columbia shall be solely responsible for all capital improvements to the Columbia Sewer System.

2. Operation and Maintenance of the Satellite Sewer System. County shall be solely responsible for all operating and maintenance obligations for the Satellite Sewer System and for compliance with any permits issued by DHEC for the operation of the Satellite Sewer System. County shall be solely responsible for all capital improvements to the Satellite Sewer System.

3. Fats, Oils, and Grease Program ("FOG Program"). It is understood that Richland County has established FOG program approved by DHEC. It is also understood that Richland County has an ordinance necessary to implement and enforce the FOG program. Within 180 days of the Effective Date of this Agreement, County shall submit a copy of its approved FOG Program and related Ordinances. Columbia and the County mutually agree to work together to ensure full implementation of the County's FOG Programs. Columbia may review the County FOG Program if necessary to ensure full implementation and enforcement of the FOG Program, and may recommend additional improvements for consideration and implementation. Columbia can assign its staff to attend regular periodic inspections of all FSEs and enforcement action for violations of the County FOG Program requirements.

4. Infiltration and Inflow Control Program. County shall manage, operate and maintain the Satellite Sewer System in accordance with USEPA and SCDHEC regulatory standards and guidelines so as to minimize peak flows into the Columbia Sewer System by excluding, to the maximum reasonable extent as determined by and mutually agreed upon by the Columbia and the County, the infiltration and inflow of surface and ground water and other extraneous flows into the Satellite Sewer System. Within five years of the initiation of this Agreement, County shall provide the details of an evaluation and program to control, to the maximum reasonable extent, the infiltration and inflow of extraneous flows into the Satellite Sewer System (I/I Control Program).

5. Peak Flow Limitations. County will work closely with Columbia to address the peak flow limitation that can cause or contribute to (1) a sanitary sewer overflow in the Sewer System, (2) a condition resulting in flows exceeding the pumping capacity of a Sewer System pump station, and/or (3) a violation of the City Permit, Columbia may impose peak flow limitations upon the Satellite Sewer System as Columbia determines are reasonably necessary to avoid such condition.

6. DHEC Permits. The Parties acknowledge and agree that this Agreement does not impute to Columbia the responsibility for enforcement of any DHEC permit issued to County or for management and oversight of the Satellite Sewer System, and by entering into this Agreement, Columbia assumes no liability for County's failure to operate and maintain the

Satellite Sewer System in compliance with any permit issued to County by DHEC or any other governmental authority for operation of the Satellite Sewer System.

#### ARTICLE IV

##### FLOW METERING

1. Flow Meters. Flow meters are not included in the initial Agreement but may be required with subsequent amendments. Any modifications to existing pumping stations or new pumping stations discharging into Columbia's sewer system will be required to have flow metering installed providing flow data for all pump station discharge flow. This data shall be made available to Columbia's SCADA system. County shall be solely responsible for the installation, operation, and maintenance of flow meters required under this Agreement.

2. Calibration. At least once per calendar year, the metering stations as provided for in Paragraph 1 of this Article shall be calibrated both hydraulically and electronically by a qualified third-party entity engaged by Columbia. Calibration of the metering stations shall be at the sole expense of Columbia.

3. Reporting. County agrees to make available all flow metering data to Columbia within thirty (30) days of Columbia's request.

#### ARTICLE V

##### PRETREATMENT PROGRAM

1. Sewer Use Ordinance. County will recognize City's authority to implement the City's Pretreatment Program in accordance with the City ordinances within the County's satellite sewer system, to include ability to establish local limits, issue permits, perform inspections and conduct enforcement actions as needed for permitted Industrial Users. City and County agree to share information and conduct inspections of facilities to determine if additional pretreatment permits are needed on a case by case basis. City shall bill Industrial Users directly for any costs associated with waste surcharges, permitting fees, and other program implementation costs.

#### ARTICLE VI

##### PRETREATMENT

1. Industrial Users within Satellite Sewer System. Any Industrial User (as defined by S.C. Regulation 61-9.403.3) within the service area boundaries of County must have a permit from Columbia prior to discharge of any industrial wastewater into the Satellite Sewer System.

Before an Industrial User located within the service area boundaries of County is approved to discharge into the Satellite Sewer System, the Industrial User will submit to Columbia an application for a permit to discharge industrial wastewater in accordance with the Columbia Ordinance. As a condition of the permit, Columbia and the Industrial User must enter into a contract pursuant to which the Industrial User subjects itself to any enforcement action available to Columbia under the Columbia Ordinance and the Industrial User accepts the jurisdiction of the South Carolina Court of Common Pleas for the purposes of enforcing the Columbia Ordinance and agrees to comply with any order of that court to comply with the contract or pay penalties for the violation thereof.

## ARTICLE VII

### TERM, MODIFICATION, AND TERMINATION

1. Term. This Agreement shall continue in full force and effect for a period of four (4) years unless sooner terminated pursuant to Paragraph 5 of this Article (the "Term"). This Agreement may be extended for additional terms.

2. Modification. This Agreement cannot be modified, or any of the terms hereof waived, except in writing and executed by the Parties. The failure of either Party to enforce any of the provisions of this Agreement or the waiver therefore, in any instance, shall not be construed as a general waiver or relinquishment of its part of any such provision but the same shall, nevertheless, be and remain in force and effect.

3. Periodic Review. The Parties will review and modify this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and rules and regulations (*see* 40 CFR Part 403) issued thereunder, as necessary, but at least once every four (4) years on a date to be determined by the Parties.

4. Default and Remedies. The following is an "event of default" under this Agreement: Failure by Columbia or the County to perform any of the material terms, conditions, or obligations of Columbia or County, hereunder, which failure shall continue for a period of thirty (30) days after written notice from Columbia or County, as appropriate, specifying such failure and requesting that it be remedied.

Whenever an event of default has occurred, the Parties shall have the right to take the following remedial actions:

- (a) Terminate the Agreement pursuant to Paragraph 5 or 6 hereunder; or
- (b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Agreement.

In addition to the remedies provided in (a) and (b) hereunder, County's failure to comply with Articles III and V of this Agreement shall be a violation of the permit issued to County pursuant to Article I of this Agreement, and Columbia may also impose civil penalties not to exceed \$500 per day for each such violation.

No remedy conferred on or reserved to Columbia or County under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing on any continuing event of default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. Termination of Agreement. In the event that conditions constituting breach(es) of Articles III and V of this Agreement continue without cure being timely made as provided pursuant to Paragraph 4 of this Article, Columbia may:

- (a) Request that County submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Columbia, is deemed to be a condition of the permit issued pursuant to Article I of this Agreement;
- (b) Provide written notice to County providing for phasing out the terms of this Agreement within two (2) years after the date of the initial notice of breach is provided.
- (c) Terminate this Agreement by providing thirty (30) days written notice to County. Except for remedies allowed under Paragraph 4 of this Article, all benefits and obligations under this Agreement will cease following thirty (30) days from receipt of such notice.

6. County may terminate this Agreement upon one hundred eighty (180) days notice to Columbia pursuant to the notice provisions in Article VII.

## ARTICLE VIII

### MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to Columbia's transmission, treatment, and discharge of wastewater from the Satellite Sewer System and supersedes all other agreements, whether verbal or written, between Columbia and County related in any manner to the obligations of the Parties under this Agreement. This agreement does not constitute permission from the County for

Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.

2. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors and assigns.

3. Severability. The Parties agree that the various provisions of this Agreement are severable and that, if any single clause or any portion thereof by found invalid, illegal, or unenforceable by a court of competent jurisdiction, only that part will be severed from this Agreement, and the remaining provisions shall continue in force in accordance with the terms of this Agreement.

4. Counterparts and Facsimiles. This Agreement may be executed in as many counterparts as may be required, and facsimile or electronic PDF copies of signatures shall be an effective and binding indication of a Party's commitment to and acceptance of the terms hereof.

5. Choice of Law. This Agreement shall be construed under the laws of the State of South Carolina.

6. Headings. The headings used in this Agreement are for convenience only and do not impart any substantive significance in the interpretation of this Agreement.

7. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed to be given when hand-delivered, sent by Federal Express, or upon receipt after mailing when mailed by certified mail return receipt requested, postage prepaid, addressed to the party for whom it is intended, as follows:

If to the City of Columbia:

City Manager  
City Hall  
1737 Main Street  
Columbia, SC 29201

With a copy to:

City Attorney  
P.O. Box 667  
Columbia, SC 29202

If to the County:

County Administrator  
Richland County Administration Building  
2020 Hampton Street  
Columbia, South Carolina 29204



With a copy to:

County Attorney  
2020 Hampton Street  
P.O. Box 192  
Columbia, South Carolina 29201

IN WITNESS WHEREOF, the Parties hereto each of who being duly authorized have set their hands and seals to be effective on the Effective Date.

Witness Missy Gaudin

THE CITY OF COLUMBIA

By: Teresa Wilson  
TERESA B. WILSON, City Manager

Witness CSE SJ

Date: 9/23/2019

Witness Almy Wise

RICHLAND COUNTY

By: Leonardo Brown  
Leonardo Brown, County Administrator

Witness Sammy Oddy

Date: 9/4/19

APPROVED AS TO FORM  
[Signature]  
Legal Department City of Columbia, SC

Richland County Attorney's Office  
[Signature]  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

June 16, 2020

David Brandes, PE  
803-400-6033  
dbrandes@elrobinson.com

Re: The Farm at McCord's Ferry  
Pre-CAP0187 Analysis

Dear Mr. Brandes,

On June 8, 2020, we received a request to perform a Pre-CAP analysis for new wastewater from the above-referenced proposed development pursuant to the City's Wastewater System Capacity Assurance Program. The corresponding wastewater loadings are listed below:

Project Name	Wastewater Loading (GPD)
The Farm at McCord's Ferry	120,000

We have performed a Pre-CAP analysis for the proposed development and its corresponding wastewater loading shown in the table above. The wastewater flow from this development would be conveyed through the City of Columbia's utility system and ultimately be treated at the City of Columbia's Metro Wastewater Treatment Plant. Based on the Pre-CAP analysis, there is currently capacity available in the downstream sewer system that could provide service to the proposed development.

A Pre-CAP analysis does not warrant or guarantee any specific level of service or that there is sufficient capacity in the City's system prior to the purchase of taps. Upon review and approval of a subsequent CAP request submitted as part of the City of Columbia's subdivision plan review process, the City of Columbia is prepared to work with the current area service provider to develop a satellite service agreement for the sewer service requested. Should you require additional information, please contact me at (803) 545-3400 or jtriggs@columbiasc.net.

Regards,



John T. Riggs, P.E.  
Wastewater Project Manager

cc: Joey Jaco, PE, Utilities Director  
Dana Higgins, PE, City Engineer  
Scott Rogers, Subdivision Review Manager

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

July 8, 2020

David Brandes, PE  
E.L. Robinson Engineering  
Principal Civil Engineer  
South Carolina Operations Manager  
1301 Gervais Street Suite 450  
Columbia, SC 29201Re: Sewer Availability letter  
The Farm at McCord's Ferry

To whom it may concern:

In response to your request on June 27, 2020 to approve the connection of the Farm at McCord's Ferry Subdivision to City of Columbia wastewater collection system. The County is willing to approve the request subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer

If you have any questions please contact me at 803-401-4013

Sincerely,

A handwritten signature in black ink, appearing to read "Ifeolu Idowu".

Ifeolu Idowu  
Sanitary EngineerCc: Tariq Hussain Deputy Director Utilities  
Zubair Najeeb Associate Engineer.



**Agenda Briefing**

**Prepared by:** John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

**Department:** Administration

**Date Prepared:** July 1, 2020

**Meeting Date:** July 28, 2020

<b>Legal Review</b>	Brad Farrar via email	<b>Date:</b>	July 13, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 13, 2020
<b>Approved for Consideration:</b>	County Administrator		Leonardo Brown MBA, CPM
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Promoting Transparency in Richland County Utilities' Sanitary Sewer Availability Approval Process		

**Recommended Action:**

Staff recommends that Richland County Council selects one of the two options below.

1. Direct Council involvement in the approval of new sewer facilities connecting to the County's existing sewer infrastructure.
2. Council awareness of sewer development for information only.

**Motion Requested:**

Move to approve Option 2 above, which is explained in details in the Discussion section of this briefing document.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

Should Richland County Council select Option 1 above, it would require them to hire an independent group with the technical skills to assess the validity of RCU's decision to offer or deny a sewer availability letter to developers. Both the Budget and Finance Directors are concerned about this option as it would have a fiscal impact due to increased personnel costs. Moreover, this new review process would duplicate the existing method as the Utilities Department staff members currently conduct this review. Moreover, this new review process would duplicate the existing method as the Utilities Department staff members currently conduct this review. On the contrary, Option 2 above would not have a fiscal impact as it would only involve staff creating a briefing document on each new request that it receives from developers or developers' engineers requesting to construct new sewer facilities to connect to the County's existing sewer infrastructure and presenting the information, based on their assessment of each request, to County Council for their awareness.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**Discussion:**

**Introduction**

This briefing document provides Richland County Council with an overview of Richland County Utilities’ process for approving wastewater construction in the county. It also includes a discussion of the department’s role in interfacing with the South Carolina Department of Health and Environmental Control as part of the review process. Citations to state law and Richland County Ordinances are included in this brief. Additionally, the document provides the implications for staff’s decision for approving wastewater construction and highlights the current gap in the review process. The brief concludes with a recommendation for Richland County Council’s consideration.

**Former Review Process for Wastewater Construction Permits**

In the 1950s and the 1960s, the majority of public entities lacked design standards for receiving wastewater or treated effluent directly from individual sources (Department of Health and Environmental Control [DHEC], n.d.). Therefore, the public entities depended on DHEC to confirm that sewer collection systems connecting to their sewer infrastructure were properly designed and constructed.

In the 1970s, some public entities began developing design standards for their sewer systems. This enabled public entities to standardize the materials and equipment used for the infrastructure, which simplified the operations, maintenance, and repairs to the system. The rationale is that the public entity required the developer to deed over to them the operation, maintenance, and ownership of the new sewer collection system. Therefore, public entity employees received training on how to operate and repair a single type of collection system and appurtenances rather than multiple types of infrastructures. Moreover, public entities developed master plans for the overall sewer infrastructure in their service areas, which helped them to determine whether a proposed sewer system aligns with their master plan in terms of capacity for conveying and treating the effluent. In other words, if the conveyance of effluent would lead to a bottleneck effect because of the limited diameter of the lines, then it would not be ideal to grant approval that could compromise the integrity of the sewer system.

As part of the process for the public entity to review and approve a proposed system, the public entity required the developer of the sewer collection system serving private developments such as subdivisions to share their detailed plans and specifications for its proposed sewer system. The public entity reviews the plans and specifications to confirm that they comply with its design standards and determine if the proposed plan conforms to its overall sewer service master plan. Once the public entity determines that the proposed sewer collection system meets its requirements, it grants the approval, which also serves as the letter of acceptance for DHEC.

### **DHEC's Delegated Review Program**

The South Carolina Pollution Control Act requires sewer plans and specifications to be submitted to the Department of Health and Environmental Control for review (South Carolina Legislature, n.d.). Therefore, the local public entity and the DHEC would review the same submittals, which was a duplicative process. In an effort to eliminate the redundancy, while allowing DHEC to meet its legal obligation to maintain regulatory control of sewer systems, the state agency developed the Delegated Review Program for (DRP) sewer collection systems.

In the DRP, a developer or a developer's engineer submits construction plans and specifications for collection systems to a participating public entity. In Richland County, the participating public entity is Richland County Utilities (RCU). RCU performs the technical review of the project using DHEC's approved specifications and design criteria (RCU, n.d.). The developer's engineer coordinates the project with the local 208 planning agency, which is the Central Midlands Council of Governments (n.d.). Once the developer's engineer obtains the 208 plan certification, and have met all other requirements, then he delivers the package to RCU for review and RCU submits the project to DHEC with certification that the project meets RCU's design specifications and criteria (DHEC, n.d.). Usually, DHEC does not conduct another technical review, but only performs an administrative review and ensures that RCU has permitting capacity that has not been committed to other proposed projects. DHEC's turnaround time for permitting is normally two to three work days.

Although DHEC (n.d.) has eliminated the duplicative review process, it continues to control and monitor the quality of the DRP by routinely performing an in depth review of approximately 10% of DRP submittal to ensure that a public entity such as RCU is properly administering the program. When DHEC discovers serious issues with a participating public entity's administration of DRP, DHEC has the authority to withdraw program approval.

### **Richland County Ordinance Chapter 24: Utilities**

In reviewing Richland County's Ordinances pertaining to the review process and stakeholders involved in the review process, *Chapter 24: Utilities Section 24-43: New Facilities – Relationship to Existing or Planned Public Sewer Interceptors* provides relevant context. In this Ordinance, the County Engineer's responsibility is to determine whether a proposed facility is accessible to an existing public interceptor. It also discusses the need for a study to determine the proximity of the proposed development to an existing public infrastructure.

Further reading of Richland County's Ordinances in *Chapter 24: Utilities Section 24-46: Same – Agreement for Conveyance of a New Sewer Facility to a Public Agency* explains the role of the public agency, which is Richland County Utilities. In this section, it states that, "the developer shall execute an agreement with the public agency which will own and operate the new sewer facility."

However, Richland County's Ordinances makes no mention of the role of Richland County Council in reviewing and determining whether a new development should connect onto the County's existing infrastructure. Therefore, it appears that staff members are empowered to make this determination based on its review and discussion with prospective developers on what they must build in order to

connect to the County’s sewer system. Moreover, there is not a mechanism to alert Richland County Council about staff’s decisions and the implications for those decisions.

### Fiscal and Operational Impacts of New Development

In the last four years, Richland County Utilities have provided approximately 21 sewer availability letters to developers. These letters confirm that there is capacity at a Richland County Utilities’ waste water treatment facility to treat the proposed development’s effluent.

As a result of new development in the county since 2017, developers have deeded over to Richland County Utilities in excess of \$2 million in assets that include 24,815 linear feet of gravity line, 3,433 linear feet of force main, and two pump stations. (See table below) By deeding over these assets, Richland County is responsible for the operations, maintenance, and repairs to these resources. It is important to note that Richland County collects tap fees for connecting new services, and those fees are used for capital improvement projects. The monthly service fees that the County collects from customers are used for the operation and maintenance of the system.

**Table 1: Inventory of Sewer Assets Deeded to RCU**

Project Name	Gravity Line (LF)	Force Main (LF)	Pump Station	Manholes	Lots Served	Cost	Permitted Flow (GPD)	Permit to Operate Issue Date																																																																																																																													
THE PRESERVE @ ROLLING CREEK PHASE 3 & FUTURE PHASES	2,052	-	-	11	33	\$126,500.00	80,400	7/11/2016																																																																																																																													
	80	-	-						PORTRAIT HILL PHASE 4	1,272	-	-	8	22	\$67,450.00	6,600	8/12/2016	PORTRAIT HILL PHASE 6	611	-	-	3	15	\$43,150.00	4,500	5/3/2017	CEDAR MILL SUBDIVISION	1,865	-	-	10	22	\$115,704.00	21,000	8/17/2016	ASCOT WOODS PHASE 2	614	-	-	3	19	\$49,500.00	7,600	12/9/2016	WESCOTT RIDGE PHASE 7	1,063	-	-	4	34	\$76,700.00	10,200	1/13/2017	EAGLES REST PHASES 1 & 2	3,402	-	-	18	41	\$98,350.00	88,000	4/26/2017		60	-	-	HIDDEN COVE SUBDIVISION	3,611	56	1	21	70	\$367,945.00	21,000	6/5/2017	PORTRAIT HILL Phase 9	1,364	-	-	9	39	\$87,143.00	11,700	5/14/2018	PORTRAIT HILL Phase 7	972	-	-	4	24	59750	7,200	3/13/2019	PORTRAIT HILL Phase 8	1,000	-	-	6	22	60150	6,600	3/13/2019	LIVINGSTON PLACE Phase 1	4,276	3,377	1	31	107	\$676,982	32,100	6/19/2020	PORTRAIT HILL Phase 10	598	-	-	4	39	\$74,150	11,700	8/15/2019	PORTRAIT HILL Phase 11	1,975	-	-	12	34	\$127,150	10,200	8/15/2019	<b>Total</b>	<b>24,815</b>	<b>3,433</b>	<b>2</b>
PORTRAIT HILL PHASE 4	1,272	-	-	8	22	\$67,450.00	6,600	8/12/2016																																																																																																																													
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WESCOTT RIDGE PHASE 7	1,063	-	-	4	34	\$76,700.00	10,200	1/13/2017																																																																																																																													
EAGLES REST PHASES 1 & 2	3,402	-	-	18	41	\$98,350.00	88,000	4/26/2017																																																																																																																													
	60	-	-						HIDDEN COVE SUBDIVISION	3,611	56	1	21	70	\$367,945.00	21,000	6/5/2017	PORTRAIT HILL Phase 9	1,364	-	-	9	39	\$87,143.00	11,700	5/14/2018	PORTRAIT HILL Phase 7	972	-	-	4	24	59750	7,200	3/13/2019	PORTRAIT HILL Phase 8	1,000	-	-	6	22	60150	6,600	3/13/2019	LIVINGSTON PLACE Phase 1	4,276	3,377	1	31	107	\$676,982	32,100	6/19/2020	PORTRAIT HILL Phase 10	598	-	-	4	39	\$74,150	11,700	8/15/2019	PORTRAIT HILL Phase 11	1,975	-	-	12	34	\$127,150	10,200	8/15/2019	<b>Total</b>	<b>24,815</b>	<b>3,433</b>	<b>2</b>	<b>144</b>	<b>521</b>	<b>\$2,030,624.00</b>	<b>318,800</b>																																																						
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Although Richland County Utilities appear to be following DHEC’s process for reviewing and approving wastewater construction permits, Richland County Council is not made aware of the consequences of furnishing a sewer availability letter to a developer. The rationale for highlighting this concern is that the approval process empowers staff to make decisions that have both an operational and fiscal impact on Richland County without having to notify County Council of those decisions.

### Recommendation

Due to the financial and operational risk exposure of not having a mechanism to alert Richland County Council about the impacts of new development on Richland County Utilities, there are two options for County Council’s consideration.

### **Option 1: Direct Council Involvement in the Approval Process**

One recommendation is to include County Council in the review process as an opportunity for them to accept or reject staff's decision to offer or deny a sewer availability letter to developers. One drawback to this recommendation is that County Council does not have the technical capacity to make such decisions as RCU relies upon a number of staff members to review and reach such conclusion. Thus, a due diligence review would require County Council to hire an independent group with the technical skills to make a determination. Another drawback is that if County Council had the technical capacity, it creates redundancy in the review process as noted above about DHEC and the local public entity reviewing the same request proposals. Such duplication in the process would elongate the process for developers.

To effectuate this change in the Delegated Review Program, it would require that Richland County Council amend its ordinances to reflect its intention to be involved in the approval process for providing sewer availability letters to developers. As part of this process, it would require three readings and a public hearing; therefore, stakeholders with a vested interest, such as developers, developers' engineers, and building industry associations, would be aware of such a change.

### **Option 2: Council Awareness of Sewer Development for Information Only**

The second recommendation is that Richland County Utilities begin including Richland County Council in its Delegated Review Program. The role of County Council is to only receive information from staff via a briefing document regarding staff's decisions to furnish a sewer availability letter. Along with a briefing document, staff would include all accompanying documents pertaining to the department's technical review and decision concerning a developer's request for a sewer availability letter. The briefing document will also explain the operational and fiscal impact of the new development on Richland County Utilities. For example, staff would include a narrative of the proposed assets that would be deeded over to the County, the life expectancy for those assets, warranty information for those assets, replacement costs, and a projection of when the County would be at capacity at the treatment facility as a result of acquiring additional effluent for treatment. By including Richland County Council in the review process, it enables the decision making body to be fully aware of the impacts of new development on the county on an ongoing basis and to be better prepared to plan for capital improvement projects and pursue bond funding to address those capital improvement needs such as expanding the effluent treatment capacity at Richland County Utilities' waste water treatment facilities.

Unlike the first recommendation, which requires Richland County Council to amend its ordinances, this recommendation would not require any modifications to ordinances. In fact, there is nothing preventing staff from immediately briefing County Council on its decision to provide developers with a sewer availability letter and the impacts of new developments on Richland County Utilities. Although staff is able to brief County Council on such issues, Richland County should inform the public, especially those with a vested interest, about this modification to the approval process should Richland County Council support this recommendation. The rationale is that in the existing process Richland County Utilities renders its decision and offers the developers or developers' engineers with the sewer



availability letter. By briefing County Council at a Sewer Ad Hoc Committee meeting and then at a full County Council meeting could add approximately a two – three week lag time.

### References

Chapter 24: Utilities. American Legal Publishing Corporation. Retrieved June 26, 2020, from [http://library.amlegal.com/nxt/gateway.dll/South%20Carolina/richco/codeofordinancesofrichlandcountysouthcar?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:richlandco\\_sc](http://library.amlegal.com/nxt/gateway.dll/South%20Carolina/richco/codeofordinancesofrichlandcountysouthcar?f=templates$fn=default.htm$3.0$vid=amlegal:richlandco_sc)

Department of Health and Environmental Control. Delegated Review Program for Wastewater Construction Permits. Retrieved June 25, 2020, from <https://www.scdhec.gov/environment/bureau-water/sanitary-sewers/wastewater-construction/permitting-wastewater-0>

Environmental Planning. Central Midlands Council of Governments. Retrieved June 26, 2020, from <https://centralmidlands.org/about/environmental-planning.html>

Richland County Utilities. Standard Operating Procedures: Delegated Review Program. Retrieved May 28, 2020, from <http://richlandcountysc.gov/Portals/0/Departments/Utilities/Docs/RCU%20SOP%20for%20Delegated%20Review%20Program.pdf>

Title 48 – Environmental Protection and Conservation. South Carolina Legislature. Retrieved June 26, 2020, from <https://www.scstatehouse.gov/code/t48c001.php>

### Attachments:

1. Richland County Utilities' Standard Operating Procedures: Delegated Review Program

# Standard Operating Procedures Delegated Review Program

Request for Sanitary Sewer Availability

**Delegated Review Program (DRP)**

1. Developer or Developer's Engineer notifies Richland County Utilities (RCU) Engineering Division about proposed development and will request sewer availability letter.
2. RCU verifies if sewer is or is not available to serve the proposed development.
3. RCU will notify the developer via letter or email if sewer is or is not available.
4. If sewer is available, RCU will:
  - Assist the developer in obtaining information regarding existing infrastructure
  - Provides information regarding sewer extension requirements, policies and procedures
  - Assist Developer in evaluating project feasibility as needed
5. Developer's Engineer submits preliminary package:
  - Two sets of construction plans
  - SCDHEC Construction Permit Application (not executed)
  - 8-1/2" x 11" location map
  - Copy of design notes and calculations
  - Copy of overall plan view of the project showing proposed sewer, water and storm drain
  - Copy of Planning and Zoning approval letter that the site is approved for land development (if available)
6. RCU reviews preliminary package and offers feedback. Developer's Engineer modifies plans accordingly. If project is deemed feasible and plan is acceptable, RCU approves design and notifies Developer's Engineer.
7. Developer's Engineer submit final DRP package:
  - Four (4) sets of construction plans
  - Three (3) copies of the design notes and calculations
  - Three (3) copies of approved off-site sewer easement (if applicable)
  - Three (3) copies of location map
  - \$75 check payable to SCDHEC
  - One Copy of approved encroachment permits or encroachment permit application (if applicable)
  - One copy of approved the 208 Plan Certification from the appropriate Council of Governments
  - Copy of Planning and Zoning approval letter

8. RCU will:
  - Submits Delegated Review program permit application package to SCDHEC
  - Provide a copy of the RCU approval letter to the Developer's Engineer
9. SCDHEC issues Construction Permit
10. Developer and/or Developer's Engineer with the Contractors participation requests a Pre-construction conference to RCU a minimum of 48 hours prior to construction
11. RCU inspectors conducts construction inspections and, when satisfied approves installation
12. Developer's Engineer submits final closeout documents to RCU
13. RCU receives and approved the following closeout documents:
  - Lien Waiver.
  - Deed\Easements documents- 2 copies each
  - Offsite easements (if applicable)
  - Offsite easements plats (if applicable)
  - Final utility inspection report (approved)
  - As built plans
    - 2 sets of plans
    - 1 CD/Disk (Autocad and PDF format)
  - Engineers certifications
    - Construction conformance
    - Infiltration
  - Pressure test
    - Gravity – Air test certification
    - Force Main – Pressure test certification
  - Itemized project cost
  - Materials list
  - Equipment O & M manuals (if applicable)
  - Sanitary sewer agreement – commercial (if applicable)
  - Lift station plat (if applicable)
  - Platted lift station deed (if applicable)
  - Lift station start-up report (if applicable)
  - Lift station draw down results (if applicable)
  - Wye stationing plan

14. RCU reviews closeout documents and offers feedback, as needed. If acceptable:
15. RCU issues O&M letter to the Developer's Engineer
16. Developer's Engineer submits O&M and closeout package to SCDHEC
17. SCDHEC issues Approval to place into Operation
18. Developer pay tap fee prior to service connection

**Disclaimer:** RCU DRP is the minimum requirements for the project submitted. It is the responsibility of the owner/developer to provide any and all additional information, data, documents for the project that may or may not be necessary for review and approval.



**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer, Richland County Utilities

**Department:** Utilities

**Date Prepared:** August 19, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	August 31, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	August 27, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	August 27, 2020

**Approved for Consideration:** Assistant County Administrator John M. Thompson, Ph.D., MBA, CPM  
**Committee** Administration & Finance

**Subject:** Broad River Wastewater Treatment Facility (WWTF )Headwork and Emergency Storage (Lagoon)Upgrade

**Recommended Action:**

Staff recommends that the County Council approves the awarding of the Broad River WWTF Headwork and emergency storage (Lagoon) upgrade to Republic Contracting Corporation.

**Motion Requested:**

Move to approve staff’s recommendations as noted above.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The funding is provided through Utilities System Revenue Bonds in which the Council originally approved for the Utility System Fund Annual Budget to fund a Corrective Action Plan for \$3,103,000. The Council approved the funding on the third reading on March 5, 2019.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

Over the years, the Broad River Waste Water Treatment Facility had experienced numerous occurrences of violations of the Biochemical oxygen demand (BOD), Total suspended solids (TSS) and Escherichia coli (E. coli) bacteria discharge limits by Department of Health and Environmental Control (DHEC) the regulatory body. DHEC fined the Richland County Utilities \$4,340 under the Pollution Control Act, S.C. Code Ann. 48-1-330 (2008) and these violations resulted in Consent Order 180-050-W that required a corrective action plan (CAP), which MBD Consulting Engineers developed as an enforceable part of the order. The Utilities staff in conjunction with a hired consultant evaluated the facility and identified repairs and renewal (R&R) projects that are required to bring the facility to the optimal operation that meets the requirements of regulatory bodies. A list of the identified R&R project and corresponding cost estimate was presented and approved by County Council on March 5, 2019 (Third Reading). The CAP submitted to DHEC on April 29, 2019. DHEC accepted by the CAP on July 19, 2019.

The Headwork and emergency storage (Lagoon) upgrade is part of the R&R project identified in the corrective action plan document dated 4-29-19 section 3.2.2 on page 7. This headwork upgrade will require the modification of the existing headwork structure and replacement of obsolete parts to improve the preliminary treatment process. The Emergency Lagoon will be modified to allow automatic bypass in emergency cases.

Procurement issued a solicitation for bids for the Headwork and Emergency Storage (Lagoon) Upgrade on May 29, 2020. The two projects were included in a single solicitation and described as Broad River WWTP Process Systems Upgrade. A mandatory pre-bid was held on June 11, 2020. Three contractors submitted bids for the Headwork's upgrade and the Emergency Storage (Lagoon) Upgrade. The estimated total cost for the combined project is \$2,205,500. The lowest bids received were from the Republic Contracting Corporation with a total lump sum of \$2,314,725.00 for the combined project.

## Attachments:

1. Consent Order# 180-050-W
2. Approved Corrective Action Plan (Revised CAP plan 4-29-2019)
3. SCDHEC's CAP approval
4. Consolidated Bid Tabulation
5. Recommendation of award



December 5, 2018

**FIRST CLASS and**  
**CERTIFIED MAIL – 9214 8969 0099 9790 1413 4801 41**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: **Consent Order 18-050-W**  
**Richland County Broad River Road WWTF**  
NPDES Permit SC0046621  
Richland County

Dear Mr. Khan:

Enclosed, please find fully executed Consent Order 18-050-W for the above referenced facility. The Order is considered executed on November 30, 2018.

If you have any questions, please contact me at (803) 898-1768 or by e-mail at shawah@dhec.sc.gov.

Sincerely

A handwritten signature in black ink, appearing to read "Anastasia Shaw", is written over a white background.

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Control Division  
WP Compliance and Enforcement Section

cc: Melanie Hindman, SCDHEC, WP Compliance and Enforcement Section  
Veronica Barringer, SCDHEC, EA Midlands Region, Columbia Office  
Weijia Hu, SCDHEC, Water Facilities Permitting

Attachment as stated



**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

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**IN RE: RICHLAND COUNTY/BROAD RIVER WWTF  
RICHLAND COUNTY**

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**CONSENT ORDER**

**1 8 - 0 5 0 - W**

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Richland County owns and is responsible for the proper operation and maintenance of its Broad River wastewater treatment facility (WWTF), located at 1183 Shadywood Lane, in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.

Richland County failed to comply with the permitted limitations for biochemical oxygen demand (BOD), *Escherichia coli* (E. coli), and total suspended solids (TSS) contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0046621.

In accordance with approved procedures and based upon discussions with agents of Richland County on October 3, 2018, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Richland County owns and is responsible for the proper operation and maintenance of its Broad River WWTF located at 1183 Shadywood Lane in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0046621 to Richland County, authorizing the discharge of treated

- wastewater into the Broad River, in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein. The permit was reissued effective April 1, 2018, and expires March 31, 2023.
3. Richland County and the Department entered into Consent Order 15-011-W, executed on February 15, 2015, as a result of violations of the permitted discharge limits for fecal coliform (FC). The Consent Order required the submittal of a corrective action plan (CAP), a capacity, management, operation and maintenance audit (cMOM), and a civil penalty. Richland County submitted the CAP, cMOM audit, and paid the penalty as required by the Consent Order. Richland County is currently making improvements to its collection system, and submits quarterly updates to the Department. Consent Order 15-011-W remains in effect.
  4. Richland County reported violations of the permitted discharge limits for BOD and TSS on discharge monitoring reports (DMRs) submitted to the Department for the January 2018, April 2018, and May 2018 monitoring periods. Richland County reported violations of the permitted discharge limits for E. coli on DMRs submitted to the Department for the April 2018, May 2018, and June 2018 monitoring periods.
  5. On March 2, 2018, Department staff issued a Notice of Violation (NOV) to Richland County for the BOD and TSS violations reported on the DMR submitted to the Department for the January 2018 monitoring period. As Richland County had included an explanation for the violations on the DMR, citing poor solids management as the reason for the violations, no response was required. The NOV was delivered on March 5, 2018.
  6. In a letter to the Department dated May 15, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the April 2018 monitoring

period. In the letter, Richland County explained that it had attempted to run its WWTF in dual mode while making repairs to the sequencing batch reactor basins. The letter stated that the WWTF defaulted to storm mode and wastewater that was not fully treated was discharged. Richland County stated it then went back to a three (3) basin mode of operation, and returned to compliance with the permitted discharge limits. Also in the letter, Richland County stated E. coli violations were detected on three (3) days during the April 2018 monitoring period. These violations were attributed to the WWTF being in storm mode, a power surge which caused failure of the ultraviolet (UV) system, and a slug of oil and grease that was illegally dumped in Richland County's collection system.

7. On June 22, 2018, Department staff issued a NOV to Richland County for the BOD, TSS, and E.coli violations reported on the DMR submitted to the Department for the April 2018 monitoring period. As explanations for the violations were provided in Richland County's letter dated May 15, 2018, no response was required. The NOV was delivered on August 6, 2018.
8. In a letter to the Department dated June 6, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the May 2018 monitoring period. The letter stated the TSS and BOD violations were the result of mechanical failure of critical components, which were subsequently repaired. Richland County also stated E. coli violations were detected on five (5) days during the May 2018 monitoring period. These violations were attributed to a "high grade oil being dumped onto the plant", and equipment failure.
9. On October 3, 2018, Department staff held an enforcement conference with agents of

Richland County to discuss the BOD, TSS, and E. coli violations cited above. Among those in attendance were Mr. Shahid Khan, Utilities Department Director, and Mr. Joel Wood, a consultant. Mr. Wood submitted to the Department a document detailing the corrective actions already taken to meet the permitted discharge limits for BOD, TSS, and E.coli. Mr. Wood read through the document, explaining each of the corrective actions in detail. In addition to equipment replacement and repairs, and adding a second UV system, Mr. Wood stated that Richland County has begun holding bi-weekly meetings with essential staff, and contracted with the equipment vendors to conduct annual inspections of the equipment and to train new staff on proper equipment operation procedures. Mr. Khan stated that most of the violations cited in the Findings above were due to circumstances beyond Richland County's control, such as a powerful storm, unusually cold weather, a computer malfunction, and a slug of oil and grease that entered the WWTF from an unknown source. The possibility of a Consent Order containing a civil penalty was discussed.

### **CONCLUSIONS OF LAW**

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. Richland County violated the Pollution Control Act, S.C. Code Ann. § 48-1-110(d) (2008 & Supp. 2017) and Water Pollution Control Permits Regulation 3 S.C. Code Ann. Regs. 61-9.122.41(a) (2011), in that it failed to comply with the BOD, TSS, and E. coli effluent limitations of NPDES Permit SC0046621.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating

the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

**NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED**, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008 & Supp. 2017), and S.C. Code Ann. § 48-1-100 (2008 & Supp. 2017), that Richland County shall:

1. Within sixty (60) days of the execution date of this Order, submit to the Department a Corrective Action Plan (CAP) and a schedule of implementation, reporting the corrective actions that have been taken and corrective actions planned to adequately address the potential source(s) contributing to the BOD, TSS, and E. coli violations. The schedule of implementation shall include specific dates or timeframes for the completion of each action and details as to how each action effectuates compliance with effluent discharge limits of NPDES Permit SC0046621. The schedule of implementation of specific corrective action steps proposed under the CAP shall be evaluated by the Department and, upon Department approval, the schedule(s) and corrective actions shall be incorporated into and become an enforceable part of this Order.
2. Within thirty (30) days of the execution date of this Order, pay to the Department, a civil penalty in the amount of four thousand three hundred forty dollars (**\$4,340.00**).

**PURSUANT TO THIS ORDER**, communications regarding this Order and its requirements, including civil penalty payments, shall be addressed as follows:

Anastasia Shaw, Enforcement Project Manager  
SCDHEC, Bureau of Water - WP Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

The Order number should be included on all checks remitted as payment of the civil penalty.

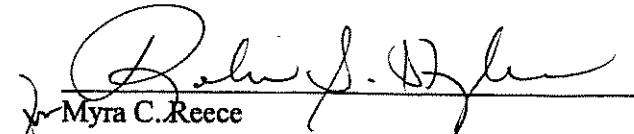
**IT IS FURTHER ORDERED AND AGREED** that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

**IT IS FURTHER ORDERED AND AGREED** that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

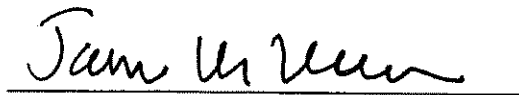
**THE PARTIES UNDERSTAND** that the “execution date” of the Order is the date the Order is signed by the Director of Environmental Affairs.

**[Signature Page Follows]**


FOR THE SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL CONTROL

  
Myra C. Reece  
Director of Environmental Affairs

Date: 11/30/2018

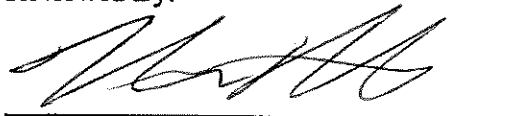
  
James M. Marcus, PhD, Chief  
Bureau of Water

Date: 11-28-18

  
Randy Stewart, Director  
Water Pollution Control Division  
Bureau of Water

Date: 11/27/18

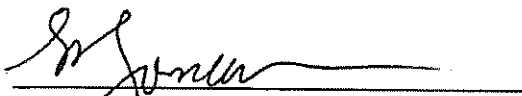
Reviewed By:

  
DHEC Legal Counsel

Date: 11/29/2018

**WE CONSENT:**

**RICHLAND COUNTY**

  
Edward Gomeau  
Interim County Administrator

Date: 11-26-18

# RICHLAND COUNTY BROAD RIVER WWTP CORRECTIVE ACTION PLAN

## NPDES PERMIT SC0046621 CONSENT ORDER NO. 18-050-W



1300 Second Avenue, Suite 211  
Conway, South Carolina 29526

January 2019 – Revised April 2019



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1.1	Introduction
1.2	Methodology for Development of CAP
Section 2	Review of Violations
2.1	Process and Equipment Review
2.2	Review of Violations
Section 3	Conclusions and Recommendations
3.1	Conclusions
3.2	Recommendations
Appendix	
	Appendix A – Consent Order
	Appendix B – Position Statement

## SECTION 1 GENERAL INFORMATION

### 1.1 INTRODUCTION

The Broad River WWTP was constructed in 2006 to replace an existing lagoon system. The 6 MGD facility is an activated sludge sequencing batch reactor treatment system that operates under NPDES Permit No. SC0046621.

### 1.2 METHODOLOGY FOR DEVELOPMENT OF CAP

During January, April, and May of 2018, Richland County reported violations of the permitted discharge limits for BOD and TSS. During January, April, and May of 2018, Richland County also reported violations for E. coli. The Consent Order issued on November 30, 2018 requires the submittal of a Corrective Action Plan to address the issues related to the violations.

The violations were addressed in a document forwarded to Anastasia Shaw, Enforcement Project Manager on October 3, 2018. The document was titled Position Statement in Response to Notice of Enforcement Conference October 3, 2018. The document outlined each occurrence, the changes that have been implemented as result of the violation, and any additional measures taken. The document was used as a basis for the preparation of the Corrective Action Plan. A copy of the document is included in Appendix B.

An independent evaluation of the wastewater treatment facility was performed by MBD Consulting Engineers. The evaluation reviewed the violations that occurred, the issues related to the excursions, the equipment and processes involved, and the steps taken in response to the violations. The results of the evaluation included in Section 2

Section 3 provides conclusions and recommendations for preventing a recurrence of the issues. Section 3 will include a schedule for completion of the improvements or modifications.

## SECTION 2 REVIEW OF VIOLATIONS

### 2.1 PROCESS AND EQUIPMENT REVIEW

The Richland County Broad River WWTP is an activated sludge treatment facility. The treatment processes included at the treatment plant include headworks, sequencing batch reactor (SBR), UV disinfection, post aeration, and discharge. The facility also includes sludge digestion and sludge thickening. The facility has an emergency storage lagoon. A brief review of each of the process are included below.

#### Headworks

The headworks consists of an influent splitter box that incorporates a bypass that will allow for the discharge of excess flows to the emergency storage lagoon (though currently not automatically). The flow then goes through an automatic step screen, followed by a vortex grit removal system. Each of these processes have the required capacity for 6 MGD plus a 2.5 peak.

Flow from the headworks is directed to the four SBR basins.

#### Sequencing Batch Reactors

The Richland County facility utilizes Aqua Aerobic SBRs. There are four tanks, each including inlet control valves, mixers, an aeration grid and blowers, and floating decanters. Analytical instrumentation provides feedback to the control system and includes level measurement, dissolved oxygen concentration, and pH.

The SBR treatment process is fully automated. Flow is directed via a control valve to one of the basins at a time. The treatment cycle, which includes aeration, anoxic, mixing, settling, and decant is automated and will automatically adjust if the system detects an excess of flow. The aeration phase of the process can be automatically controlled with the use of dissolved oxygen probes located in each of the basins.

The basins are adequately sized to provide treatment for 6 MGD plus a 2.5 peak. The overall treatment system is dependent on the control system to manage the operation and sequencing of the overall process.

#### UV Disinfection

Decanted flow from the SBR treatment system is directed through a UV disinfection system. The Richland County Broad River UV system includes dual trains each with two channels. The system has the ability to automatically isolate each train so that only one train is online at a time. The UV system is automated to use flow and transmissivity to regulate the amount of energy (and UV light) that is applied to the wastewater.

#### Effluent Discharge and Post Aeration

Effluent flow from the UV system is metered via a Parshall flume. Flow is then aerated using a step aeration system with effluent sampling located at the base of the step aerator. Each of these systems provide adequate capacity for the design capacity of the plant.

### Standard Operating Procedures

Richland County has made a concerted effort to increase operator training and update and maintain the Standard Operating Procedures (SOP) for the treatment facility. These improvements extend into the laboratory to improve operator feedback and process management. The updating and improvement of the SOP is a continuous effort on behalf of the staff. The current SOP is adequate for the overall operation of the plant.

## 2.2 REVIEW OF VIOLATIONS

As outlined in the Consent Order, the WWTP reported violations in January, April, and May of 2018 for BOD, TSS, and E. coli. The Position Statement from Richland County provided a detailed review of the violations, provided changes resulting from the violation, and addressed additional measures to continue to address the issues. One of the additional measures included contracting for an independent review of the violations, the facility, and the response. A brief review of the responses is included below.

### January 2018 - Violations for BOD, TSS

During the month of January 2018, a period of excessive cold weather illuminated weaknesses in cold weather protection with a number of systems. Valves and piping on the SBR system were inadequately insulated and heat traced for the conditions and the result was excessive solids inventory in the SBR process. Excessive cold also provides challenges for the overall operation of the treatment process. The staff has remedied the issues with proper protection of piping, a recognition of the issues that occur during cold periods and the development of an SBR Solids Management Plan.

### April 2018 - Violations for BOD, TSS, E. coli

Several issues occurred during the month of April at the Richland County facility. The first occurred during the early part of April when repairs were being made to equipment and the system was operating in a two-basin mode. The SBR process monitors levels within the basins throughout the treatment cycle and makes process selections based on the operational characteristics of the system. During the early part of April with the system operating in two-basin mode, the SBR system interpreted levels within the SBRs to be excessive and switched into the Storm Mode cycle. During this cycle, this advance in the operational sequence results in the discharge of unsettled effluent from the SBR process at times. The result was a quantity of water that was discharged to the UV system and was picked up by the composite sampler that resulted in violations for BOD, TSS and E. coli.

The second occurrence was in mid-April when a severe thunderstorm resulted in damage to the control system for the effluent flow meter. The UV disinfection system is paced off of flow from the effluent flow meter. Recognizing zero flow from the damaged effluent flow meter, the UV system was not operational resulting in discharge of undisinfecting water at that time. The damage to the flow metering system was not recognized until after regular sampling had occurred at the plant.

### May 2018 - Violations for BOD, TSS, E. coli

The first violation in May occurred as a result of a discharge of an oily substance in late April. During the latter parts of April, the operator observed an oily film on one of the SBR units. The system was taken offline and the basin was manually decanted to slowly remove the oily effluent from the basin. The plant was in compliance in late April for BOD and TSS. During sampling in the early part of May, the plant was out of compliance

for E. coli and upon cleaning the UV units, it was noticed that the oily film had been applied to the tubes resulting in a failed E. coli sample. The units were taken out of service, properly cleaned, and placed back into service.

In mid-May, the failure of a control valve in the SBR process allowed air to be continuously applied to the SBR basin which resulted in a fully mixed condition during periods of the SBR process when settling and decanting occur. The result was a discharge of mixed liquor that resulted in violations for BOD, TSS, and E. coli. The operator continued to address issues with the operation of the control valve and in late May the valve operator was completely replaced.

#### June 2018 - Violations for E. coli

During the month of June, a two-phased improvement plan for the UV disinfection system was implemented. During the modifications for Phase 2, the original UV system had a failure prior to the new system being operational. The issue was a result of a loose wire in the control panel that caused the failure of the system, which resulted in an E. coli violation.

During each of the violations listed above, the operations staff immediately made modifications to the process and implemented plans to prevent the occurrence in the future. The systems involved will be discussed below.

#### SBR System

The SBR system is an automated process that requires the proper operation of all of the systems included. Failure of these systems can result in violations to the NPDES permit discharge limits. Richland County has entered into discussions beginning last summer with Aqua Aerobic for the review and repair or replacement of required equipment within the treatment process. While the system has the ability to operate in three-basin and even two-basin mode, the goal is to keep all four basins fully operational at all times. As a part of the Corrective Action Plan, a complete detailed review of all of the SBR equipment and processes will be completed with the development of a phased implementation program for the repair and replacement of needed equipment.

The staff at the Broad River WWTP has implemented Standard Operating Procedures that will benefit the overall operation of the SBR process. One example is the Solids Management Plan that was included in the October 2018 Position Statement. The staff has recognized the importance of both physical observation and the use of instrumentation to assist the operator in recognizing issues that may occur during the process.

#### UV Disinfection

A number of improvements have been made to the UV disinfection system that will benefit the overall operation of the plant. The implementation of two fully redundant trains with isolation valves will ensure the operations staff that a fully functional UV system is available at all times in the event of problems with the operation of the system. The staff has also implemented a routine cleaning program for the UV system. The tubes for the bulbs must be cleaned on a regular basis and through observation of the tubes, the staff will be able to determine if additional cleanings need to occur or when the tubes need to be replaced. Use of the automated controls within the UV system will also provide the operations staff with feedback to ensure that proper disinfection is occurring for the treatment system.

Overall Operation

The staff has also recognized that routine maintenance of the cascade aeration system is necessary for proper operation and to provide an accurate sampling of the final effluent. The staff has implemented a cleaning schedule for the step aeration system. The proposed improvements will include a removable cover over the top of the basin to reduce the amount of light that impacts the growth of algae on the step aeration system.

## SECTION 3 CONCLUSIONS AND RECOMMENDATIONS

### 3.1 CONCLUSIONS

The violations that occurred at the Richland County Broad River WWTP in 2018 were primarily the result of equipment issues that were not recognized and addressed prior to the violations occurring. Following each occurrence, the staff has analyzed the issue and implemented changes in the operation or improvements to the equipment or systems to prevent a recurrence.

There is not a way to prevent issues from occurring. The goal is to provide a monitoring system consisting of personal observation and equipment feedback that can alert the staff when issues have occurred. The development of operational procedures that result in scheduled review of the equipment and operations is also critical. These reviews can incorporate check lists that require routine observation of the equipment will not only alert the staff to immediate issues but also allow the staff to track the condition and operation of equipment. One example is observing the condition of the tubes during the routine cleaning of the UV system. Tracking physical observations with readings from the UV units can provide a background that can then be used to alert the staff to any changes in the system.

The application and use of instrumentation are critical in this facility. The SBR treatment system has the ability to provide exceptional treatment and meet low discharge limits, and the instrumentation provides feedback to the staff to monitor the system.

One of the advantages of the Aqua Aerobic system is that each tank operates independent from the remaining three. Flow is applied to one individual basin until the proper volumes are achieved and then flow is diverted to another basin. Each of these cycles can extend for several hours which allows the staff to isolate a basin in the event of an issue such as the oil discharge into the system. The use of observation and instrumentation will allow the staff to recognize any problems in the individual basins.

### 3.2 RECOMMENDATIONS

The Position Statement presented in October 2018 outlines the responses and operational modifications that have been implemented to address the violations that occurred in 2018. Moving forward, this CAP will implement the following three additional projects:

#### 3.2.1 Control System Recommendations (Project #1)

The controls for the SBR system will be upgraded as necessary to provide operator feedback. The control system has the ability to provide the operator with insight into conditions that are related to the overall operation of the SBR and UV systems. This relates to DO control, pH, and the current status of the SBR process. As discussed previously, in some cases, the SBR interprets equipment issues (such as the lack of properly decanting) as storm conditions and switches into Storm Mode, an operational program that accelerates the cycles that are processed each day. At times, this can result in discharge of untreated or partially treated mixed liquor to the UV system that can impact the operation of the UV disinfection system and be collected in the composite sampler. Richland County will work with Aqua Aerobic to determine alternates to the Storm Mode function and provide notifications to the operator when a system goes into Storm Mode.

3.2.2 Emergency Storage Lagoon (Project #2)

The overflows from treatment basins and the headworks can be directed to the existing emergency storage lagoon. The emergency storage lagoon will be utilized to handle any excess flows or as an option to discharge partially treated flows during Storm Mode or upset operations. Flow from the emergency storage lagoon shall be returned to the headworks at the appropriate time. Changes to the piping and pump systems, in conjunction with Project #1 control changes, will allow excess flows to automatically be transferred to the emergency storage lagoon.

3.2.3 Aeration Basins Dissolved Oxygen Probes (Project #3)

While these probes are in use, they need to be serviced and calibrated. The County will contract with a company to service and calibrate the probes.

3.2.4 Implementation Schedule

Implementing Project #3 will be on a separate track and will be completed by May 31, 2019. The implementation of Projects #1 and #2 will require the selection of a consultant and coordination for the design activities. The following is the proposed schedule:

Consultant Selection	5 Months
Design and Coordination with SBR Manufacturers	4 Months
Permitting	3 Months
Bidding	2 Months
Award of Bid	3 Months
Construction Activities	12 Months

The proposed improvements will be completed by July 2021.



APPENDIX A  
CONSENT ORDER



December 5, 2018

**FIRST CLASS and**  
**CERTIFIED MAIL – 9214 8969 0099 9790 1413 4801 41**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: **Consent Order 18-050-W**  
**Richland County Broad River Road WWTF**  
NPDES Permit SC0046621  
Richland County

Dear Mr. Khan:

Enclosed, please find fully executed Consent Order 18-050-W for the above referenced facility. The Order is considered executed on November 30, 2018.

If you have any questions, please contact me at (803) 898-1768 or by e-mail at shawah@dhec.sc.gov.

Sincerely

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Control Division  
WP Compliance and Enforcement Section

cc: Melanie Hindman, SCDHEC, WP Compliance and Enforcement Section  
Veronica Barringer, SCDHEC, EA Midlands Region, Columbia Office  
Weijia Hu, SCDHEC, Water Facilities Permitting

Attachment as stated

**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

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**IN RE: RICHLAND COUNTY/BROAD RIVER WWTF  
RICHLAND COUNTY**

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**CONSENT ORDER**

**1 8 - 0 5 0 - W**

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Richland County owns and is responsible for the proper operation and maintenance of its Broad River wastewater treatment facility (WWTF), located at 1183 Shadywood Lane, in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.

Richland County failed to comply with the permitted limitations for biochemical oxygen demand (BOD), *Escherichia coli* (E. coli), and total suspended solids (TSS) contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0046621.

In accordance with approved procedures and based upon discussions with agents of Richland County on October 3, 2018, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Richland County owns and is responsible for the proper operation and maintenance of its Broad River WWTF located at 1183 Shadywood Lane in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0046621 to Richland County, authorizing the discharge of treated

- wastewater into the Broad River, in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein. The permit was reissued effective April 1, 2018, and expires March 31, 2023.
3. Richland County and the Department entered into Consent Order 15-011-W, executed on February 15, 2015, as a result of violations of the permitted discharge limits for fecal coliform (FC). The Consent Order required the submittal of a corrective action plan (CAP), a capacity, management, operation and maintenance audit (cMOM), and a civil penalty. Richland County submitted the CAP, cMOM audit, and paid the penalty as required by the Consent Order. Richland County is currently making improvements to its collection system, and submits quarterly updates to the Department. Consent Order 15-011-W remains in effect.
  4. Richland County reported violations of the permitted discharge limits for BOD and TSS on discharge monitoring reports (DMRs) submitted to the Department for the January 2018, April 2018, and May 2018 monitoring periods. Richland County reported violations of the permitted discharge limits for E. coli on DMRs submitted to the Department for the April 2018, May 2018, and June 2018 monitoring periods.
  5. On March 2, 2018, Department staff issued a Notice of Violation (NOV) to Richland County for the BOD and TSS violations reported on the DMR submitted to the Department for the January 2018 monitoring period. As Richland County had included an explanation for the violations on the DMR, citing poor solids management as the reason for the violations, no response was required. The NOV was delivered on March 5, 2018.
  6. In a letter to the Department dated May 15, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the April 2018 monitoring

period. In the letter, Richland County explained that it had attempted to run its WWTF in dual mode while making repairs to the sequencing batch reactor basins. The letter stated that the WWTF defaulted to storm mode and wastewater that was not fully treated was discharged. Richland County stated it then went back to a three (3) basin mode of operation, and returned to compliance with the permitted discharge limits. Also in the letter, Richland County stated E. coli violations were detected on three (3) days during the April 2018 monitoring period. These violations were attributed to the WWTF being in storm mode, a power surge which caused failure of the ultraviolet (UV) system, and a slug of oil and grease that was illegally dumped in Richland County's collection system.

7. On June 22, 2018, Department staff issued a NOV to Richland County for the BOD, TSS, and E.coli violations reported on the DMR submitted to the Department for the April 2018 monitoring period. As explanations for the violations were provided in Richland County's letter dated May 15, 2018, no response was required. The NOV was delivered on August 6, 2018.
8. In a letter to the Department dated June 6, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the May 2018 monitoring period. The letter stated the TSS and BOD violations were the result of mechanical failure of critical components, which were subsequently repaired. Richland County also stated E. coli violations were detected on five (5) days during the May 2018 monitoring period. These violations were attributed to a "high grade oil being dumped onto the plant", and equipment failure.
9. On October 3, 2018, Department staff held an enforcement conference with agents of

Richland County to discuss the BOD, TSS, and E. coli violations cited above. Among those in attendance were Mr. Shahid Khan, Utilities Department Director, and Mr. Joel Wood, a consultant. Mr. Wood submitted to the Department a document detailing the corrective actions already taken to meet the permitted discharge limits for BOD, TSS, and E.coli. Mr. Wood read through the document, explaining each of the corrective actions in detail. In addition to equipment replacement and repairs, and adding a second UV system, Mr. Wood stated that Richland County has begun holding bi-weekly meetings with essential staff, and contracted with the equipment vendors to conduct annual inspections of the equipment and to train new staff on proper equipment operation procedures. Mr. Khan stated that most of the violations cited in the Findings above were due to circumstances beyond Richland County's control, such as a powerful storm, unusually cold weather, a computer malfunction, and a slug of oil and grease that entered the WWTF from an unknown source. The possibility of a Consent Order containing a civil penalty was discussed.

### **CONCLUSIONS OF LAW**

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. Richland County violated the Pollution Control Act, S.C. Code Ann. § 48-1-110(d) (2008 & Supp. 2017) and Water Pollution Control Permits Regulation 3 S.C. Code Ann. Regs. 61-9.122.41(a) (2011), in that it failed to comply with the BOD, TSS, and E. coli effluent limitations of NPDES Permit SC0046621.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating

the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

**NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED**, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008 & Supp. 2017), and S.C. Code Ann. § 48-1-100 (2008 & Supp. 2017), that Richland County shall:

1. Within sixty (60) days of the execution date of this Order, submit to the Department a Corrective Action Plan (CAP) and a schedule of implementation, reporting the corrective actions that have been taken and corrective actions planned to adequately address the potential source(s) contributing to the BOD, TSS, and E. coli violations. The schedule of implementation shall include specific dates or timeframes for the completion of each action and details as to how each action effectuates compliance with effluent discharge limits of NPDES Permit SC0046621. The schedule of implementation of specific corrective action steps proposed under the CAP shall be evaluated by the Department and, upon Department approval, the schedule(s) and corrective actions shall be incorporated into and become an enforceable part of this Order.
2. Within thirty (30) days of the execution date of this Order, pay to the Department, a civil penalty in the amount of four thousand three hundred forty dollars (**\$4,340.00**).

**PURSUANT TO THIS ORDER**, communications regarding this Order and its requirements, including civil penalty payments, shall be addressed as follows:

Anastasia Shaw, Enforcement Project Manager  
SCDHEC, Bureau of Water - WP Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

The Order number should be included on all checks remitted as payment of the civil penalty.

**IT IS FURTHER ORDERED AND AGREED** that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

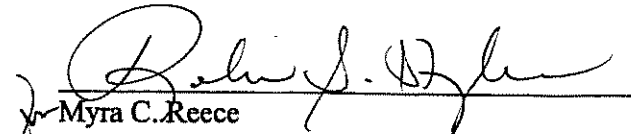
**IT IS FURTHER ORDERED AND AGREED** that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

**THE PARTIES UNDERSTAND** that the “execution date” of the Order is the date the Order is signed by the Director of Environmental Affairs.

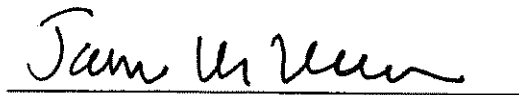
**[Signature Page Follows]**




FOR THE SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL CONTROL

  
Myra C. Reece  
Director of Environmental Affairs

Date: 11/30/2018

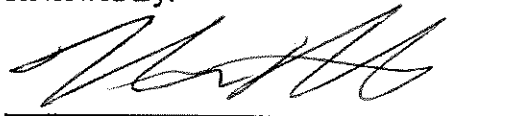
  
James M. Marcus, PhD, Chief  
Bureau of Water

Date: 11-28-18

  
Randy Stewart, Director  
Water Pollution Control Division  
Bureau of Water

Date: 11/27/18

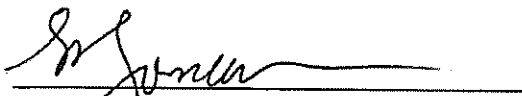
Reviewed By:

  
DHEC Legal Counsel

Date: 11/29/2018

**WE CONSENT:**

**RICHLAND COUNTY**

  
Edward Gomeau  
Interim County Administrator

Date: 11-26-18

APPENDIX B  
POSITION STATEMENT

**RICHLAND COUNTY  
UTILITIES DEPARTMENT**

7525 Broad River Road  
Irmo, SC 29063



October 3, 2018

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water – WP Control Division  
WP Compliance and Enforcement Section  
SC Department of Health and Environmental Control  
2600 Bull St.  
Columbia, SC 29201

RE: **Response to Notice of Alleged Violation**  
Richland County/Broad River WWTF  
NPDES Permit SC0046621  
Richland County

Ms. Shaw,

Enclosed is our statement concerning the notice of alleged violations. This is to provide you the extenuating information that led to the alleged violations and the steps we've taken to prevent further violations.

I am requesting to not overlook these factors we put forth for you when making decision.

Your consideration is greatly appreciated.

Sincerely,

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

Jessica Mancine, Manager of Administration

Enclosure: Statement

Cc: Shahid Khan  
Joel E. Wood

POSITION STATEMENT IN RESPONSE TO NOTICE OF ENFORCEMENT CONFERENCE  
OCTOBER 3, 2018

**HISTORY: VIOLATION OF BOD, TSS, FECAL COLIFORM**

During the month of January there was an extended period of sub-freezing temperatures which had an impact on the operation of the Broad River Regional Waste Water Treatment Plant (BRRWWTP). Valves were continually freezing, and the cold weather impacted the efficiency of the plant process. Because of the difficulty keeping the plant operating properly, the sludge management process was not optimal during this period of time which resulted in the comment on the DMR.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

To ensure that sound sludge management practices are followed, even in times of crisis caused by an unusual weather event, Richland County Utilities (RCU) has adopted the "Sequencing Batch Reactor Solids Management Plan". The plan has been implemented and adhered to since January. A copy of the plan is attached.

**ADDITIONAL MEASURES TAKEN:**

RCU is in the process of hiring an outside consultant to evaluate the BRRWWTP facilities and operating to make recommendations on operating procedures, Plant processes, and make recommendations for improvements to the Plant and operating procedures. RCU has also purchased insulation, unit heater, and heater tape to address future freeze. Operation measure has been also modified to allow future operators to take the necessary steps to keep the valves from freezing.

**HISTORY: VIOLATION OF TSS, BOD AND E.COLI**

On Thursday April 5, 2018 the BRRWWTP was placed in two basin mode while repairs were being made to two of the four basins. The plant was operating within all limits.

On Friday April 6, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Saturday April 7, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Sunday April 8, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Monday April 9, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The flows for the month of April were monitored and were generally higher on Mondays with or without a rain event. At approximately 07:30, while conducting a routine inspection of the plant, it was noted that the level in the basins were rising but they were below the level where the process would go to "Storm Mode." At approximately 08:00, while the operator was observing the plant via the SCADA system, the automated system automatically went into "Storm Mode." In "Storm Mode" the decanter valves in the Sequencing Batch Reactor (SBR) immediately opened to 100% discharging the contents of the basin regardless of the phase of treatment the SBR was in. The operator immediately altered the settings in the system to revert back to the three-basin mode

thereby taking the system out of "Storm Mode". The compositor collected samples that tested outside of the discharge limits. The E.coli sample collected on April 9 tested outside of the discharge limits. On Tuesday April 10, 2018 the BRRWWTP was operating in three basin mode while repairs were being made to one of the four basins. The Plant violated the discharge limits for TSS and BOD. The E. coli limits were met.

On Wednesday April 11, 2018 the BRRWWTP was operating in three basin mode while repairs were being made to one of the four basins. The Plant was operating within discharge limits.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

RCU contacted Aqua-Aerobic Systems, Inc. to develop new settings for the automatic operation of the SBR system. These settings aid in preventing an automatic switch to "Storm Mode" when there is a rise in basin level within a predetermined basin level. In addition to above mentioned actions, RCU requested and received additional training from Aqua-Aerobic Systems, Inc. as well as secured annual training on SBR process control and equipment operation and maintenance. RCU will only operate in a two-basin mode in an extreme emergency.

**ADDITIONAL MEASURES TAKEN:**

RCU is in the process of hiring an outside consultant to evaluate the BRRWWTP facilities to make recommendations to improve operation and maintenance procedures throughout the plant.

**HISTORY: VIOLATION OF E.COLI**

On April 16, 2018 the plant experienced a severe thunderstorm containing high winds that caused damage to the main building. There was a tree that blew over a power line and caused an interruption in power to the SCADA system. Additionally, the wind caused damage to the cover of the flow meter that activates the UV system. During the inspection of the plant and while restoring the BRRWWTP to normal operation, it was discovered that the UV system was not operating. Upon closer examination of the damage to the flow meter, it was found that the cover to Parshall flume was blown off, causing the wire to the flow meter to be cut. The debris was cleared from the area and the wire was repaired which allowed the UV system to be returned to proper automatic operation. An E.Coli sample was collected at the routine time, prior to storm damage being assessed and systems being restored. This resulted in a violation of the daily maximum discharge limit for E. coli. After the system was returned to normal operation the plant met discharge limits.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff has reviewed its procedures for restoring the plant to normal operating conditions after a major storm. This is to ensure all employees are familiar with the procedures to assess damage to the plant and the procedures to restore the plant to normal operating conditions following a storm event.

**ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff conducts a bi-weekly meeting to discuss any concerns with operation and maintenance of the system.

**HISTORY: VIOLATION OF E.COLI**

On April 26, 2018 an operator observed an unusual color on the surface of SBR #3 and an unusual odor. Over a period of time, the biological life in SBR #3 declined.

On April 27, 2018 a sample from SBR #3 was analyzed for oil and grease by a contract lab. The results of the analysis confirmed a higher concentration of oil and grease than normally observed in the plant influent. TSS was analyzed on April 30 2018 and the effluent discharge limits were not met for April 27, 2018.

On April 28, 2018 SBR #3 was taken off line due to concerns of violating discharge limits and the basin was filled in an effort to dilute the contaminants present in the basin.

On April 29, 2018 SBR #3 was off line.

On April 30, 2018 SBR #3 was slowly, manually decanted under constant observation, and then put out of service. Discharge limits were met.

On May 1, 2018 SBR #3 was out of service. Discharge limits were met.

On May 2, 2018, an E. Coli sample was taken and analyzed the next day. Upon receiving a high E.coli result operations conducted an in depth inspection of the UV system, and an oily film was found on the UV bulbs and the on the walls of the UV channel. Later contract lab analysis of the oily film revealed an unidentifiable mixture of components, possibly various solvents or cleaning materials, had contaminated the SBR and subsequently the UV system. The UV system was cleaned, and E. coli limits were met.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff instituted a scheduled full cleaning weekly of the UV and the effluent cascades. In addition, the staff received training from Aqua Aerobic Systems, Inc. on how to immediately halt a questionable decant.

**ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff, with training from Aqua Aerobic Systems, Inc., conduct multiple inspections of the UV and effluent cascades during the week.

### **HISTORY: VIOLATION OF E.COLI AND TSS**

On May 15, 2018 an air actuator valve failed in the open position overnight which caused the solids in SBR #3 not to settle properly. The TSS and BOD discharge limits were met however, there was a violation of E.coli. A valve technician from the Perkinson Company was called and they responded within a few days to perform a check and reset of the valve. The air actuator valve issue seemed to be resolved at this time.

On May 28, 2018 at 07:28 during a routine inspection of the plant an operator observed that the air valve actuator in SBR #3 had failed in the open position again. This failure of the air actuator allowed solids to be discharged by a decant due to lack of settling of the solids caused by air flow to the SBR during the settle phase. A violation of the discharge limits for the weekly average of TSS occurred due to this event. The air valve actuator was exercised by an operator and appeared to be functioning properly.

On May 29, 2018 during a routine inspection of the plant an operator observed that the air valve actuator in SBR #3 failed in the closed position. This failure resulted in improper treatment due to lack of diffused air and thus violation of the discharge permit for E.coli.

On May 30, 2018 a technician from the Perkinson Company made a service call to replace the automatic air valve actuator in SBR #3.

### **CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff has reviewed the procedures for establishing emergency contact of outside service technicians to correct equipment failures when they occur during off duty hours. In addition, the staff has assessed the equipment and where possible stocked replacement parts to allow quick onsite repairs to be made to correct equipment failures.

### **ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff has reviewed the On- Call contacts of vendors that provide service technicians to repair valves, electronics, and electrical components.

POSITION STATEMENT IN RESPONSE TO NOTICE OF ENFORCEMENT CONFERENCE  
OCTOBER 3, 2018

**HISTORY: VIOLATION OF E.COLI**

On June 11, 2018 RCU was implementing a two phased improvement plan for the UV system. Phase I was conducted to rehabilitate the existing system by upgrading the equipment. Phase II was conducted to install a redundant system. Phase II was not complete when a failure of the Phase I UV system occurred. When a failure was observed on the Phase I UV system, staff immediately notified the UV contractor and they responded to conduct a check of the system. During this inspection a loose phase wire coming into the control panel was discovered, causing the UV not to activate during discharge. The wire was tightened by the contractor, and the system returned to normal operation.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The Phase II UV system was put in service on June 12, 2018.

**ADDITIONAL MEASURES TAKEN:**

Training was provided to lab staff on recognizing the proper functioning of the UV system and how to document issues when they occur.



## Sequencing Batch Reactor Solids Management

### Purpose:

To consistently maintain sludge volume and concentration levels

### Goals:

**Volume:** The sludge blanket levels should be kept in the 7' to 9' range, with 10' being an absolute high level. This parameter should be able to be achieved by proper use of the sludge wasting pumps at the end of each cycle

**Concentration:** The sludge concentration of each individual basin will vary, but should be kept in the 3000 mg/l to 4000 mg/l range. Through the proper use of settleometers and performing TSS analysis on a regular basis, the sludge concentration should be able to be kept in an appropriate range.

### Settleometer Basics:

Pour 1000 ml of sample into the settleometer, stir well, with the use of a timer, and settleometer graphing sheet, record the solids level in five minute increments for the first thirty minutes, then for the last thirty minutes record the level at ten minute increments, and then connect the points with lines between each point.

### TSS Analysis Basics:

Weigh the glass filter, filter DI water through glass filters to condition filters, weigh again, allow them to dry for one hour, weigh filter and record weight before using, filter set amount of designated basin water through filter, weigh and record weight, allow filter to dry in drying oven for one hour, remove and place in desiccator for one hour, weigh and record filter weight.

Using standard TSS formula,  $TSS = (A - B) * 1000000 / \text{sample volume}$  where A is the tare weight + residual and B is the tare weight, record the results.

Typical filtered amounts for SBR 1-4 is 5 ml, influent sample is 20 ml



July 19, 2019

**First Class and Certified Mail – 9214 8969 0099 9790 1415 3906 46**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: Corrective Action Plan  
Consent Order # 18-050-W  
NPDES Permit # SC0046621  
Richland County

Dear Mr. Khan:

The Department has completed its review of the Corrective Action Plan (CAP), prepared by MBD Consulting Engineers, P.A. on behalf of Richland County, received on April 30, 2019, and amended on July 15, 2019. Based on the information provided, the CAP is hereby **Approved** effective July 19, 2019, and the following due dates have been incorporated into the Order:

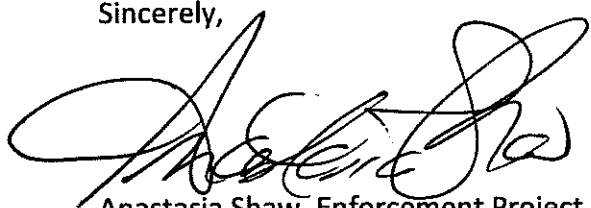
- 1) By September 1, 2019 – Submit to the Department an administratively complete construction permit application package addressing the improvements to the WWTF.
- 2) Begin construction within sixty (60) days of the issuance of the construction permit by the Department
- 3) Complete construction and request a Final Approval to Place into Operation from the Midlands EA Region within one hundred eighty (180) days of beginning construction.

Therefore, all scheduled work outlined in the CAP shall be completed on or before **LAST DAY OF SCHEDULE OF IMPLEMENTATION**, unless an amended CAP approval letter has been issued by the Department specifying a different date. These compliance dates have been incorporated into and are now enforceable parts of Consent Order # 18-050-W.

Corrective Action Plan  
Richland County  
July 19, 2019  
Page 2

If you have any questions, or would like to discuss this matter further, please call me at (803) 898-1768 or by electronic message at shawah@dhec.sc.gov. I will be happy to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anastasia Shaw', written in a cursive style.

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Compliance and Enforcement  
SC Department of Health and Environmental Control

cc: Melanie Hindman, SCDHEC, WP Compliance  
Brenda Green, SCDHEC, Water Facilities Permitting  
Veronica Barringer, SCDHEC, Midlands EA Region  
Sonya Johnson, SCDHEC, Midlands EA Region  
Joseph McGougan, MBD Consulting Engineers, P.A.

<b>Submitted Bids</b>						
<b>Business</b>	<b>Schedule 1 Bid Total</b>	<b>Schedule 2 Bid Total</b>	<b>Lump Sum Deduct Bid</b>	<b>Submitted at</b>		<b>Signed by</b>
M.B. Kahn	NO BID	\$647,835.00	N/A	6/30/2020	1:49:56 PM	William Edmonds
McClam & Associates, Inc.	\$2,332,446.00	NO BID	N/A	6/30/2020	1:37:39 PM	Scott Nolff
Republic Contracting Corporation	\$1,677,725.00	\$667,000.00	\$2,314,725.00	6/30/2020	1:59:27 PM	John Deierlein
Haren Construction Company, Inc.	\$2,232,000.00	\$5,060,000.00	NO BID	6/30/2020	12:09:29 PM	Cindy Osborne



July 8, 2020

Ms. Jennifer Wladischkin, CPPM  
Richland County Government  
Finance Department  
Procurement Division  
2020 Hampton Street  
Columbia, SC 29201

RE: Broad River WWTP Process Systems Upgrade  
Recommendation of Award  
MBD Project No. 319012/400

Dear Ms. Wladischkin:

Bids for the Broad River WWTP Process Systems Upgrade project were received on June 30, 2020 through Richland County Government's Bid Express website and publicly read aloud. Three bids were received on Schedule 1 ranging from a low bid of \$1,677,725.00 to a high bid of \$2,332,446.00. The low bid for Schedule 1 was submitted by Republic Contracting Corporation of Columbia, South Carolina. Three bids were also received on Schedule 2 ranging from a low bid of \$647,835.00 to a high bid of \$5,060,000.00. The low bid for Schedule 2 was submitted by MB Kahn Construction Company. Republic Contracting Corporation provided a lump sum deduct in the amount of \$20,000.00 for awarding both schedules to the same contractor. With the lump sum deduct, Republic Contracting Corporation's total bid was the lowest at \$2,314,725.00.

We have reviewed the bids and the scope of work for the project and feel that the bids are reflective of the work involved for the construction of Broad River WWTP Process Systems Upgrade project. We therefore recommend that the project be awarded to Republic Contracting Corporation for a total amount of \$2,314,725.00.

If you have any questions or if we can provide additional information, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe McGougan', is written over a horizontal line.

Joseph W. McGougan, P.E.  
President

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Ronaldo D. Myers, Director  
**Department:** Alvin S. Glenn Detention Center  
**Date Prepared:** August 24, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 16, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Detainee Telephone Service		

**Recommended Action:**

Staff recommends approval of the contract to GTL for the detainee telephone service at the Alvin S. Glenn Detention Center.

**Motion Requested:**

1. Move to approve the contract for the detainee telephone service at the Alvin S. Glenn Detention Center; or,
2. Move to deny the contract for the detainee telephone service.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There is no financial impact to Richland County.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

Since 1987, the detention center has privatized the detainee telephone services to provide better service to the detainees without a cost to Richland County.

In January 2020, Richland County Council solicited for a detainee telephone service for the Alvin S. Glenn Detention Center. The current phone contract is held by AmTel Communications. There were five perspective vendors that responded to RFP. (See attached score sheet). The RFP covered the following telephone communication services: GTL was the most responsive vendor. See the below information in reference to GTL.

---

### Inmate Telephone Systems

GTL's feature-rich Inmate Telephone System is a turnkey solution that comes complete with all hardware and software, including the telephone network, circuits, monitoring and recording system, call-control system, secure database, telephones, workstations, printers, and associated software.



### Visitation Management

The GTL VisitMe video visitation solution allows facilities to transition traditional in-person visitation service to a more secure on-premise or remote alternative. The VisitMe Scheduler can eliminate long queues in the visitation area by avoiding the chaos of having a high volume of concurrent visitors.



### Inmate Messaging

Message Link provides an electronic alternative to an otherwise inefficient and potentially tainted communication method. As contraband and cryptic messages are entering correctional facilities through an ever-rising level of creativity, Message Link provides a secure, controlled environment for inmate messaging.



## Handheld Devices

GTL's latest products for the corrections market consist of a series of personal wireless devices for offenders. We provide a restricted operating system that thwarts unauthorized attempts to modify a device's internal settings and prohibits users from installing unapproved applications

## Inmate Services

**DOCUMENTS, REQUESTS, GRIEVANCES, COMMISSARY** Paperless and customizable solutions save staff time, eliminate human error, and expedite processes.

**VIDEO VISITS, PHONE CALLS, AND MESSAGING** (including photo and video attachments) Communication options provide productive and innovative ways for inmates to stay connected with friends and family.

**EDUCATIONAL CONTENT** Educational videos, exercises, courses, and more help inmates transition into the next phase of their lives, secure employment, and break the cycle of reincarceration.

**JOB & LIFE SKILLS** The Learning Management System features content designed to help inmates prepare for work and relationships on the outside.

**MULTIMEDIA CONTENT** Games, music, movies, newsfeed, books, and more reduce stress and keep inmates engaged.

**LAW LIBRARY** Electronic law library provides access to research material while reducing inmate movement around the facility.

**EBOOKS** Tens of thousands of eBooks with titles covering fiction, religion, addiction, recovery, and more.

## The Inspire Tablet Difference

**AVAILABLE TO EVERY INMATE** Inspire offers both free and premium content for inmates on flexible payment models.

**DESIGNED FOR THE CORRECTIONS ENVIRONMENT** Inspire tablets have a multi-layered security architecture that allows for inmates to access locked-down content without navigating to tablet settings or the Internet.

**PROPRIETARY WIRELESS NETWORK** At the heart of the Inspire tablet's network security is GTL Gatekeeper – a full featured security access control software.

**ULTRA-SECURE, LOCKED-DOWN DEVICES** Inspire uses a highly-secure, customized Android operating system that has been modified to permanently remove features that could present potential security risks. Inmates have no access to core device settings other than volume, rotation, and brightness control.

**INDUCTIVE CHARGING** Inspire tablets offer multiple unique charging methods, including wireless charging, to ensure that they are always ready for use.

**AUTOMATES AND DIGITIZES FACILITY SYSTEMS** Inspire tablets help facilities go paperless and automate costly processes such as grievances, requests, and commissary ordering.



**Attachments:**

1. Procurement Consolidated Score Sheet

Consolidated Evaluations						
Evaluation Criteria	Maximum Points	AMTEL	GTL	SECURUS	IC SOLUTIONS	EDOVO
RC-280-P-2020						
Project Name						
Inmate Telephone Services						
<b>Company Profile</b>	30					
Evaluator 1		30	25	30	28	27
Evaluator 2		27	25	26	26	22
Evaluator 3		29	25	30	28	30
		<b>86</b>	<b>75</b>	<b>86</b>	<b>82</b>	<b>79</b>
<b>System Proposed</b>	30					
Evaluator 1		28	30	30	28	27
Evaluator 2		25	27	27	25	27
Evaluator 3		29	30	30	28	20
		<b>82</b>	<b>87</b>	<b>87</b>	<b>81</b>	<b>74</b>
<b>Support and Training</b>	20					
Evaluator 1		20	20	20	20	20
Evaluator 2		15	18	12	18	16
Evaluator 3		20	20	20	20	20
		<b>55</b>	<b>58</b>	<b>52</b>	<b>58</b>	<b>56</b>
<b>Commission</b>	20					
Evaluator 1		10	20	13	15	5
Evaluator 2		10	20	13	15	5
Evaluator 3		10	20	13	15	5
		<b>30</b>	<b>60</b>	<b>39</b>	<b>45</b>	<b>15</b>
<b>GRANDTOTAL</b>	<b>0</b>	<b>253</b>	<b>280</b>	<b>264</b>	<b>266</b>	<b>224</b>



**Agenda Briefing**

**Prepared by:** T. Dwight Hanna, Director

**Department:** Human Resource Services

**Date Prepared:** September 08, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 17, 2020
<b>Approved for consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Retiree Health Insurance		

**Recommended Action:**

Retiree health insurance is a complex topic. Staff recommends County Council be aware of the reason County Council took action in 2009, the current County retiree health plan, and the financial implications of expanding retiree eligibility as well as the importance to employees and recent employer trends relating to retiree health insurance. There needs to be a balance of total rewards investment vs the total rewards return (i.e. employee retention, recruitment, and/or engagement). Also, generational trends have changed regarding retirement.

**Motion Requested:**

1. Move to approve the motion as presented by Councilmember Kennedy; or,
2. Move to deny the motion as presented by Councilmember Kennedy.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Budget is concerned of the added costs to the budget. The amount of the County’s premiums for retiree health could be up to \$2,536.00 a month or \$30,432.00 a year per retiree. In addition, the additional costs associated with the additional health claims and GASB 75 liability should be considered. There is the actual cost of retirees health premiums paid by Richland County Government and there is the GASB 75 net OPEB (public post-employment benefit plans other than pensions) liability, which is an item on the Employer’s financial statement. This is a sheet (attachment 3 and attachment 4) which show the County’s current annual cost for Medicare retirees and early retirees based on years of service. There is an OPEB Program report from Milliman dated September 20, 2019 (attachment 5) which shows Richland County Government’s OPEB at \$160,832,118.

**Motion of Origin:**

Richland County amend the retirement insurance benefit for employees to be granted full insurance benefit to employees who serve a total number of accumulative years instead of total consecutive years for their perspective terms for full retirement. Example: employees who qualify for full retirement at 25, 28, and 30 years be granted full retirement benefits based on a total accumulated years served instead of consecutive years. The total years must be with Richland County Government.

Council Member	Gwendolyn Kennedy, District 7
Meeting	Special Called
Date	July 14, 2020

**Discussion:**

Richland County Government currently funds two define benefit retiree health insurance plans based on continuous years of service with Richland County Government. There is a Medicare Advantage Plan (Humana) for retirees 65 years and older or disabled retirees with both Medicare Part A and Medicare Part B. Early retirees (less than 65 or without Medicare A and Medicare B) health insurance is with Cigna. Because of the financial cost and GASB 75 (formally GASB 45) OPEB liability, many private and public sector employees have increased eligibility criteria, reduced benefits, or eliminate retiree health benefits all together. Staff has included the Retiree Insurance Benefit Flow Chart (attachment 1) which summarizes eligibility criteria. Staff has also provided the County’s Retirement Benefits Guideline (attachment 2) which provides more details. There is information on retiree benefits at: City of Columbia, Greenville County, Lexington County, and State of South Carolina.

Employer retiree health insurance is complex because of the combination of escalating medical care costs, skyrocketing pharmacy benefits, the goal of the County is to recruit and retain employees, longer life expectancy of participants, fiscal responsibility to County taxpayers, the federal politic process, expectations of employees and retirees, and financial budget decision choices. A 2019 survey by Aon professional services firm (attachment 7) illustrates employers are utilizing many retiree health strategies to include;

- Group Program: Subsidized and uncapped
- Group Program: Access Only
- Group Program: Subsidized and Capped
- Exchange: Access Only
- Exchange: HRA and Subsidized
- No Retiree Medical Coverage
- Only Early Retiree Health Benefit
- Only Medicare Retiree Health Benefit

Any expansion of eligibility increases the number of potential retirees. And any increase in retiree eligible increases OPEB liability and more retirees increase actual costs. The County does not maintain a list of employees who left Richland County Government and returned to work with the County. Therefore we don’t have numbers on exactly how many employees would be eligible. If Council is considering moving forward with this change, there are many considerations which will have to be or should be decided;

1. Only county years of service the employee was covered under Richland County Government health insurance.
2. Require minimum number of consecutive years upon return to Richland County Government.
3. Whether employees already retired can participate (i.e. window of opportunity).
4. Will there be a total minimum years of Richland County Government service required.
5. Will this group of retirees be subject to the same tiers as retirees with continuous years of service

The County's 2020 retiree premium cost for Medicare Retirees and Early Retirees ranges as outlined on attachment III and attachment 4.

Staff gathered retiree health insurance benchmark data from:

- City of Columbia, SC
- Greenville County, SC
- Lexington County, SC
- Horry County, SC
- Fairfax County, VA

**Attachments:**

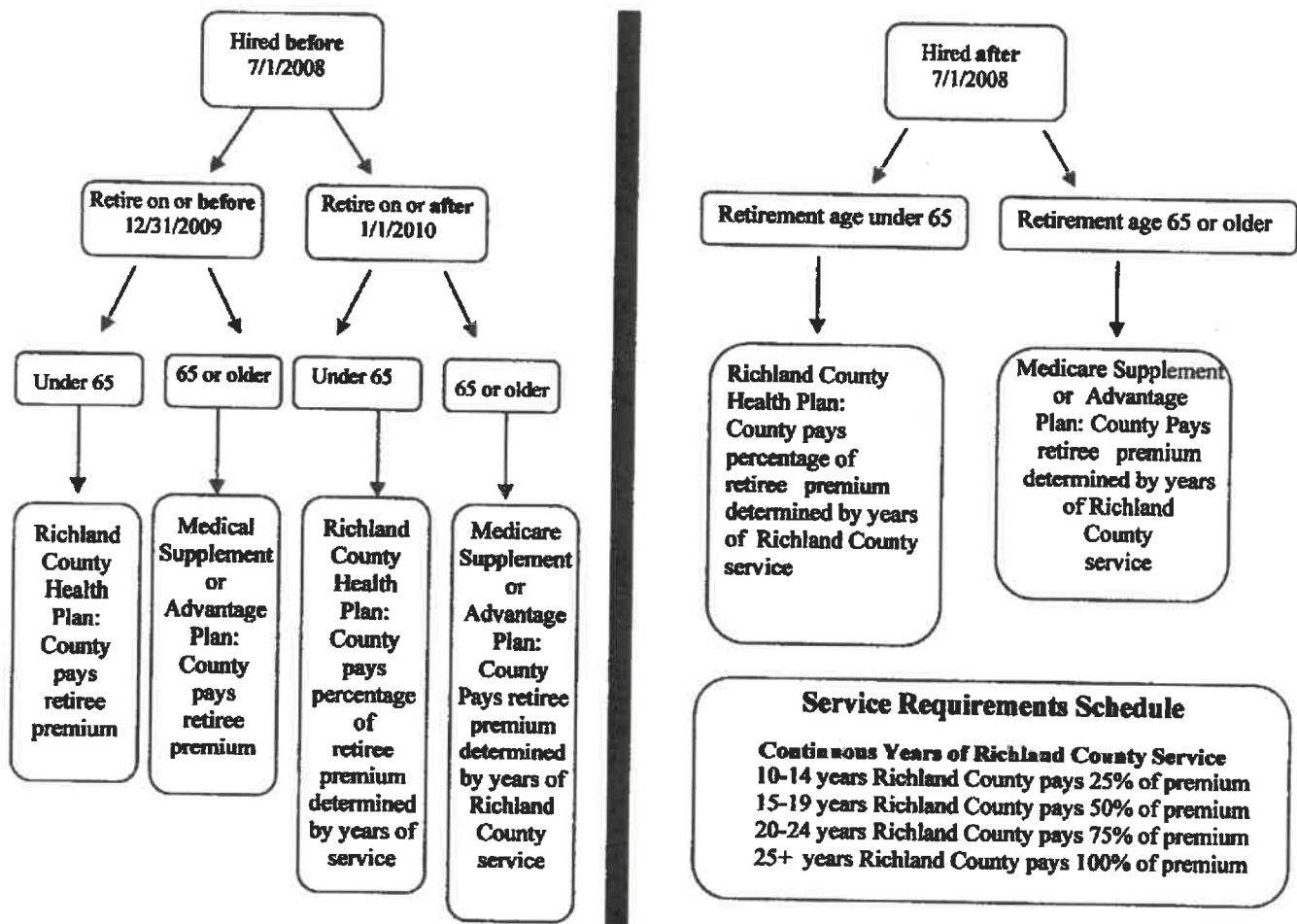
1. Richland County Government 2010 Retiree Insurance Benefit Flow Chart
2. Richland County Government Retirement Benefits Guideline
3. Richland County Government Early Retiree Premium
4. Richland County Government Medicare Retiree Premium
5. Richland County Government GASB 75 OPEB Program Report (2019)
6. Benchmark Data from Local Governments
  - a. City of Columbia, SC
  - b. Greenville County, SC
  - c. Lexington County, SC
  - d. Horry County, SC
  - e. Fairfax County, VA
7. Aon 2019 Retiree Health Care Survey
  - a. Type of Coverage Provided to Eligible Populations

## RCG 2010 Retiree Insurance Benefit Flow Chart

## COUNTY COUNCIL VOTES TO CONTINUE RETIREE INSURANCE BENEFIT

Richland County Council took action to continue the health insurance benefit for retirees. While many employers have decided to eliminate retiree health insurance plans completely to comply with GASGB 45, Council took action to continue retiree health insurance. However, there will be some changes for eligible employees hired after June 30, 2008 and for all eligible employees beginning January 2010. Below is a flow chart that outlines the actions of Council. You should be able to determine your retiree health insurance status in three easy steps using the chart:

- First, look for your date of hire.
- Second, look for when you plan to retire.
- Third, identify your age at retirement.



As of July 1, 2008, employees hired before July 1, 2008 that retire after January 1, 2010, as well as, all employees hired after July 1, 2008, will have Richland County Health Plan premiums paid by the County according to the years of Richland County service requirements (see schedule above) while under the age of 65. At 65 these retirees will be enrolled into either a Medicare Supplement or Advantage Plan with the premiums paid by the County. Employees hired before July 1, 2008 and retire before January 1, 2010 will remain in the Richland County Supplement or health plan with 100% premiums paid by the County at this time. At 65 these retirees will be enrolled in a Medicare Supplement or Advantage Plan with the premium paid by the County.

**\*\*All plans subject to change at the discretion of County Council and/or subject to funding approval. A good faith effort was made to accurately capture the actions of Council. However, if there is any conflict with the actual actions taken by County Council, the actual actions of Council will take precedent.**

## RCG Retirement Benefits Guideline



<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
<b>TITLE:</b> Retirement Benefits	<b>Number:</b> 2.22
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 1 of 10
<b>REVISION DATE:</b> 6/23/2015	<b>REVISION #2</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council
	<b>REVISION AUTHORIZED BY:</b> County Administrator

**PURPOSE:**

To outline Richland County’s Retiree Benefit Program and the criteria for eligibility. This program offers eligible Richland County employees the opportunity, under certain stipulations, to participate in retiree benefits.

**DEFINITIONS:**

- A. South Carolina Retirement Systems (PEBA) – A retirement system established and placed under the management of the State Budget and Control Board for the purpose of providing retirement allowances and other benefits for employees of the State of South Carolina and political subdivisions or agencies or departments thereof. The Retirement Systems administers the regulations governing the following plans:
  - a. South Carolina Retirement System (SCRS) – A state retirement plan that provides retirement, disability, and death benefits to eligible participants.
  - b. Police Officer Retirement System (PORS) – A state retirement plan that provides retirement, disability, and death benefits to participants who qualify as sworn law enforcement officers, firefighters, Magistrates, or Probate Judges and who meet the earnings and hours limitations/requirements.
  
- B. Richland County Retiree Benefit Program – As defined by Richland County.
  - a. Medicare Retiree – A retiree who is over the age of 65 or who is disabled and is eligible for and enrolled in Medicare Part A and Part B.
  - b. Retiree Without Medicare – A retiree not eligible for and/or not enrolled in Medicare.
  - c. Date of Retirement – Date employee begins retirement according to SCRS.

**PROCEDURE:**

- 1. **The County reserves the right to change, increase, decrease, terminate, modify, eliminate, determine eligibility changes and/or revise retiree health plans, premiums, and/or benefits at any time with or without notice.**
  - 1.1. The County cannot foresee or anticipate all future conditions that may affect the County and/or County decisions.

<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
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<b>REVISION DATE:</b> 6/23/2015	<b>REVISION #2</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council REVISION AUTHORIZED BY: County Administrator

- 1.2. The Retirement Benefits program includes health insurance, dental insurance, and life insurance for retirees under the age of 65 (subject to the terms and conditions of the applicable plan documents and vendor contracts).
  
2. Eligibility for Retiree Health Insurance
  - 2.1. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.
  - 2.2. A retiring employee who meets all the requirements of retirement set forth by the South Carolina Retirement Systems and Richland County, and who directly retires from County employment under the South Carolina Retirement Systems, is eligible to participate in the Richland County Retiree Benefit Program, contingent upon meeting all Richland County qualifications and enrollment rules.
  - 2.3. If an employee is eligible for retirement and the appropriate documentation is provided to the County to verify such retirement, the County may pay a percentage of the health insurance coverage based on current and most recent continuous Richland County years of service subject to the terms and conditions of the insurance contract in existence at the time of retirement.
  - 2.4. The County reserves the sole right to make eligibility and/or cost sharing determinations.
  - 2.5. At the time of retirement, the retiree must begin receiving benefits from South Carolina Retirement Systems, or PORS.
  - 2.6. Eligible retirees must submit an enrollment form to participate in the County's Retiree Benefits Program no later than thirty (30) days from the effective date of retirement or approval of retirement by SCRS, or before the effective date of retirement.
  - 2.7. Retirees that have made an initial election may later enroll during Open Enrollment or as a result of a qualified status change (as long as HRD is notified within 30 days of the qualifying event).
  - 2.8. If informed by the employee in writing of the employee's retirement, the County will attempt to provide written notice of this coverage election

<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
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<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council REVISION AUTHORIZED BY: County Administrator

option to the retiree before his/her separation from the County. A copy of such notice and acceptance or waiver of such coverage, signed by the retiree, and returned to HRD, should be placed and retained in the separating employee's benefits file.

- 2.9. Enrollment and participation in the Retiree Health Benefit Program is totally optional for eligible participants and contingent upon meeting all eligibility requirements, timely election of benefits, and prompt payment of premiums.
  - 2.10. Enrollment in the Retiree Health Benefit Program is not automatic, even if the separating employee is eligible. The responsibility to take initial action to request enrollment and complete all requirements within the time period stipulated is solely up to the eligible retiree.
  - 2.11. If you are not eligible for employee insurance at the time of retirement from Richland County, you will not be eligible for retiree insurance.
  - 2.12. The employee is solely responsible to apply for retirement with South Carolina Retirement Systems and to complete all necessary requirements.
  - 2.13. A retiree's spouse may be eligible for the retiree health insurance for the period of time the retiree is enrolled in retiree health insurance. Upon the death of the retiree or divorce, the spouse is eligible to enroll in COBRA, if applicable. Eligible retirees will be responsible to pay the cost of health, dental, and dependent life benefit premiums for coverage they elect on their dependents.
3. Employee Benefit Eligibility for Rehires
- 3.1. Employees who retire through the SCRS with Richland County and return to work in a Regular, full-time retirement status with Richland County and who meet the other qualifiers of retirement benefits, are eligible to return to the Employee Benefit Plan that is offered to Regular, full-time employees at Richland County. When this happens, employee benefit guidelines will be followed.
4. Retirement Schedule
- 4.1. Eligible employees who were hired before July 1, 2008, and who retired on or before January 1, 2010, were eligible to retire based on the previous County Retirement Benefits Plan (which did not stipulate minimum Richland County years of service as a requirement for retirement benefits).

<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
<b>TITLE:</b> Retirement Benefits	<b>Number:</b> 2.22
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<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council
	<b>REVISION AUTHORIZED BY:</b> County Administrator

- 4.2. Eligible employees who retired before January 1, 2010, and who are under the age of 65, shall be eligible for group life and health benefits. At the age of 65, such retirees will only be offered a Medicare Plan.
  
5. Employees who retire directly from Richland County through the SCRS, on or after January 1, 2010 (no matter the date of hire), will be eligible for Retiree health insurance based on the schedule below, based on the most recent date of hire.
  - 5.1. 25 years or more of continuous Richland County service with South Carolina Retirement Systems – 100% of premium paid by County.
  - 5.2. 20-24 years of continuous Richland County service with South Carolina Retirement Systems – 75% of premium paid by County, balance by member.
  - 5.3. 15-19 years of continuous Richland County service with South Carolina Retirement Systems – 50% of premium paid by County, balance by member.
  - 5.4. 10-14 years of continuous Richland County service with South Carolina Retirement Systems – 25% of premium paid by County, balance by member.
  - 5.5. Employees with less than 10 years, of continuous Richland County service with SCRS may participate provided they pay 100% of the premiums and applicable fees/charges as determined by Richland County.
  - 5.6. Eligibility service requirements are based on years of continuous service (continuous employment by the County measured from the date the employee was last hired).
    - 5.6.1. A less-than-60-day break in coverage is considered continuous years of service.
    - 5.6.2. A break in service of more than 90 days is allowed for purposes of military leave, FMLA leave, or separation resulting from County-initiated reduction in force procedures within the previous twelve (12) months.
    - 5.6.3. Accrued leave time does not count toward years of service.

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5.6.4. The County uses the date of retirement provided by SCRS as the date to calculate the service dates. For individuals ending TERI, the date of retirement according to SCRS is the date they go on TERI.

## 6. Disability Retirement

- 6.1. Employees who retire on disability directly from Richland County and are approved by SCRS or PORS for disability retirement will have their eligibility and premiums calculated according to the above Richland County Service Schedule.
- 6.2. Employees must apply for disability with SCRS (in accordance with SCRS rules) within 90 days of termination by Richland County. If they are approved for Disability Retirement, they will be eligible for the Retirement Benefits Program at the service level for their date of service.
- 6.3. The County reserves the right to evaluate the status of a disabled retiree post-employment at any time, including after retirement.
- 6.4. Retirees who have applied for and received Medicare Part A are required to notify Richland County as soon as they are approved by Medicare for Part A. Such retiree must also enroll in Medicare Part B upon eligibility for Part A.
- 6.5. Once Richland County is made aware that a retiree is covered by both Medicare A and B, he/she will be moved to the County Medicare plan for the next available effective date, as approved by the insurance company.
  - 6.5.1. Effective date will be the beginning of the month following the date that the retiree notifies HRD of application for disability retirement by SCRS.
  - 6.5.2. Employee must notify HRD within 30 days of approval by SCRS.

## 7. Dependent Eligibility for Retiree Health Insurance

- 7.1. Upon the death of the retiree, the enrolled dependents will be extended COBRA, if eligible.
- 7.2. The eligibility of the spouse will end in the event of a divorce. COBRA continuation will be offered at that time if the spouse qualifies for COBRA and if eligible.

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- 7.3. A court order to the retiree to provide coverage for a spouse, ex-spouse, or dependent is an obligation of the retiree. Moreover, this is not an obligation for Richland County and does not make an ex-spouse eligible for coverage under this plan.
- 7.4. No dependent is eligible if the retiree is not eligible and does not elect coverage.

#### 8. Requirements for Retiree Health Insurance

- 8.1. Upon eligibility for Medicare (usually at age 65 or if disabled) each participant is expected to and responsible for enrollment in Medicare Program Part A and Part B, at the retiree's expense.
- 8.2. A disabled retiree eligible for Part A, must also apply for Part B immediately upon eligibility for Part A. Noncompliance will result in the retiree being ineligible for the County's Medicare Insurance program.
- 8.3. Eligible retirees failing to enroll in Part A and Part B, if eligible, may enroll in an alternative retiree plan, in which case the retiree will be responsible for paying the premium cost difference between the two plans and any additional premium costs a participant in the alternate plan is responsible to pay.
- 8.4. Failure to make timely and complete payments for retiree and/or dependent coverage will result in cancellation of coverage.
- 8.5. If enrollment is cancelled for late payment, County retiree insurance benefits may only be reinstated in the future during Open Enrollment, and then only if all past-due premiums are paid in full.
- 8.6. Insurance coverage is subject to cancellation if premiums become 30 days past due.

#### 9. County Responsibilities

- 9.1. If eligible, Richland County will offer retiree benefits as authorized by Richland County Council within budget approvals, and Richland County may continue to pay a percentage of dependent coverage.

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- 9.2. Richland County reserves the sole discretion to select the retiree health plan, determine premiums paid by the retiree, the dependent and the County, and/or select the vendor(s).
- 9.3. Per benefits SPDs, eligibility rules may be modified by the vendors.

**10. LONGEVITY:**

- 10.1. If funded, at retirement, a one-time ten percent (10%) longevity payment (if approved in the yearly budget) will be paid to employees who meet all of the following conditions:
  - 10.1.1. Have twenty (20) or more continuous years of Richland County Service dating from the last employment or reemployment.
  - 10.1.2. Have left Richland County employment in order to immediately begin receiving benefits under South Carolina Retirement Systems or Disability Retirement System (The employee must provide documented evidence of such).
  - 10.1.3. Have neither been terminated from Richland County for disciplinary reasons nor retired in order to avoid termination for disciplinary reasons.
- 10.2. Payment is made at either the end of TERI or (if TERI is not used) at the time of retirement.
- 10.3. If this service was interrupted by a break in service of less than sixty (60) days (other than for military, maternity, disability, or leave with or without pay or separation resulting from County-initiated reduction in force procedures within the previous twelve (12) months), the employee's length of service for purposes of longevity pay will commence from the previous start date with his/her reinstatement.
- 10.4. **ELECTED OFFICIALS:**
  - 10.4.1. If funded, at retirement, an additional one-time ten percent (10%) longevity payment will be paid to Elected Officials (except members of the County Council) who meet all the following conditions:
    - 10.4.2. Have served five (5) or more consecutive four-year terms.

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- 10.4.3. Provide documented evidence of approval for benefits under the South Carolina Retirement Systems or SC Disability Retirement to Human Resources prior to last day in term of office.

#### 11. DENTAL PREMIUMS:

- 11.1. Eligible retiring employees shall pay full premiums for dental coverage that they elect during their participation in the dental plan.
- 11.2. Failure of retirees to pay dental insurance premiums promptly and completely shall result in a lapse and forfeiture of dental insurance coverage.
- 11.3. No dependent is eligible if the retiree is not eligible and does not elect coverage.

#### 12. OTHER:

- 12.1. Upon turning the age of 65, retirees and dependents will no longer be eligible to maintain the life policy or the dependent life policy offered by the County.
- 12.2. After retirement, any benefit coverage on behalf of a retiree who withdraws from or is rejected by either retirement system shall terminate immediately when benefits cease from the retirement system.
- 12.3. COBRA enrollees will not be eligible for Retiree Benefits. Time enrolled in COBRA is not considered County employment for insurance benefit purposes.

#### RESPONSIBILITIES:

##### 1. Employee

- 1.1. Contact HRD within 30 days in the event of a disability to obtain the appropriate paperwork.
- 1.2. Provide Human Resources Department all necessary documentation in a timely manner.
- 1.3. Complete and submit the necessary documentation to the SCRS.



<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
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- 1.4. Inform HRD of retirement prior to last day of employment.
  - 1.5. Make premium payments within thirty (30) days.
  - 1.6. Enroll in Medicare Part A and Part B upon becoming eligible.
  - 1.7. Provide HRD update for any address, email, or phone number changes.
2. Finance Department
- 2.1. Invoice retirees and receive premium payments.
  - 2.2. Accordingly record retiree payments received to appropriate fund and coverage type.
  - 2.3. Provide HRD monthly report of retiree premiums billed and due or when requested.
3. Human Resources Department
- 3.1. Promptly make retiree eligibility determinations based on County policy.
  - 3.2. Maintain accurate and current database of eligible retiree plan participants.
  - 3.3. Provide accurate and timely billing change information to Finance Department.
  - 3.4. Promptly notify participants of cancellation of or change in benefits coverage due to non-payment or other reasons.
  - 3.5. Promptly update participants on program changes relating to cost, benefits, or other areas.
  - 3.6. Provide information and respond to questions from employees and retirees.
  - 3.7. Keep County Administration informed about status of retiree benefit program and trends relating to retiree health coverage.
  - 3.8. Propose changes to County Administration in the best interests of the County.
  - 3.9. Document each election or waiver of coverage.

**RICHLAND COUNTY HUMAN RESOURCES GUIDELINES**

**TITLE:** Retirement Benefits

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**REVISION #2**

**PREPARED BY:** Human Resources  
Department

**AUTHORIZED BY:** Council  
REVISION AUTHORIZED BY: County Administrator

4. County Administrator

- 4.1. Consider recommendations from HRD and make decision.
- 4.2. Authorize changes as deemed appropriate.
- 4.3. Propose changes to County Council in the best interest of the County.

5. County Council

- 5.1. Retains sole authority to revise, eliminate, change, terminate, cancel, and modify retirement benefits and any other County benefit not required by law at any time with or without notice.

## RCG Early Retiree Premium

# 2020-2021 Health Insurance Retiree Rates

Monthly rates for Early Retirees who retired before January 1, 2010  
OR who retired after January 1, 2010 and who have at least 25 years of service

25+ Years	BUY UP PLAN			STANDARD PLAN		
	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium
Retiree Only	\$218.00	\$1,241.04	\$1,459.04	\$50.00	\$1,202.94	\$1,252.94
Retiree & Spouse	\$1,079.69	\$2,185.58	\$3,265.27	\$822.06	\$1,981.93	\$2,803.99
Retiree & Child(ren)	\$640.45	\$1,703.07	\$2,343.52	\$428.54	\$1,583.91	\$2,012.45
Retiree & Family	\$1,401.42	\$2,535.84	\$3,937.26	\$1,110.39	\$2,270.65	\$3,381.04

Monthly rates for Early Retirees who retired after January 1, 2010 and who have less than 25 years of service:

Coverage Tier	BUY UP PLAN			STANDARD PLAN		
	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium
<b>20-24 Years</b>						
Retiree Only	\$501.69	\$957.35	\$1,459.04	\$304.19	\$948.75	\$1,252.94
Retiree & Spouse	\$1,497.49	\$1,767.78	\$3,265.27	\$1,196.42	\$1,607.57	\$2,803.99
Retiree & Child(ren)	\$989.95	\$1,353.57	\$2,343.52	\$741.70	\$1,270.75	\$2,012.45
Retiree & Family	\$1,869.30	\$2,067.96	\$3,937.26	\$1,529.62	\$1,851.42	\$3,381.04
<b>15-19 Years</b>						
Retiree Only	\$785.39	\$673.65	\$1,459.04	\$558.38	\$694.56	\$1,252.94
Retiree & Spouse	\$1,915.31	\$1,349.96	\$3,265.27	\$1,570.77	\$1,233.22	\$2,803.99
Retiree & Child(ren)	\$1,339.45	\$1,004.07	\$2,343.52	\$1,054.86	\$957.59	\$2,012.45
Retiree & Family	\$2,337.20	\$1,600.06	\$3,937.26	\$1,948.86	\$1,432.18	\$3,381.04
<b>10-14 Years</b>						
Retiree Only	\$1,069.08	\$389.96	\$1,459.04	\$812.57	\$440.37	\$1,252.94
Retiree & Spouse	\$2,333.12	\$932.15	\$3,265.27	\$1,945.13	\$858.86	\$2,803.99
Retiree & Child(ren)	\$1,688.95	\$654.57	\$2,343.52	\$1,368.02	\$644.43	\$2,012.45
Retiree & Family	\$2,805.08	\$1,132.18	\$3,937.26	\$2,368.09	\$1,012.95	\$3,381.04
<b>1-9 Years</b>						
Retiree Only	\$1,184.77	\$274.27	\$1,459.04	\$1,016.76	\$236.18	\$1,252.94
Retiree & Spouse	\$2,582.93	\$682.34	\$3,265.27	\$2,269.49	\$534.50	\$2,803.99
Retiree & Child(ren)	\$1,870.45	\$473.07	\$2,343.52	\$1,631.18	\$381.27	\$2,012.45
Retiree & Family	\$3,104.97	\$832.29	\$3,937.26	\$2,737.33	\$643.71	\$3,381.04

*\*Wellness Incentive Program Compliance: If you fully complete all the required steps of the Wellness Incentive program, then the premium is reduced by \$50.00 per month.*

## RCG Medicare Retiree Premium

## 2020 Health Insurance Retiree Premiums

Below are the premiums for the Medicare Advantage Plan for eligible retirees, effective January 1, 2020.

**Note: If you would like to cover dependents (spouse and/or child(ren)) under the age of 65, please see the premiums listed at the end of this guide.**

Medicare retirees who retired before January 1, 2010  
**OR** who retired after January 1, 2010 and who have at least 25 years of service

25+ Years 100 %	Total Monthly Premium	Monthly Premium - County Portion	Monthly Premium - Retiree Portion
Retiree Only	\$210.26	\$210.26	\$0.00
Retiree & Spouse (65 & older)	\$420.52	\$294.71	\$125.81

Medicare retirees who retired after January 1, 2010  
and who have less than 25 years of service

Coverage Tier	Total Monthly Premium	Monthly Premium - County Portion	Monthly Premium - Retiree Portion
<b>20-24 Years 75%</b>			
Retiree Only	\$210.26	\$157.70	\$52.56
Retiree & Spouse (65 & older)	\$420.52	\$222.86	\$197.66
<b>15-19 Years 50%</b>			
Retiree Only	\$210.26	\$105.13	\$105.13
Retiree & Spouse (65 & older)	\$420.52	\$151.02	\$269.50
<b>10-14 Years 25 %</b>			
Retiree Only	\$210.26	\$52.56	\$157.70
Retiree & Spouse (65 & older)	\$420.52	\$79.18	\$341.34
<b>1-9 Years 0%</b>			
Retiree Only	\$210.26	\$0.00	\$210.26
Retiree & Spouse (65 & older)	\$420.52	\$0.00	\$420.52

## RCG GASB 75 OPEB Program Report (2019)



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**RICHLAND COUNTY  
OTHER POST-EMPLOYMENT BENEFITS PROGRAM**

**GASB 74 and 75 DISCLOSURE  
Fiscal Year: July 1, 2018 to June 30, 2019**

**Prepared by**

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## Certification

Actuarial computations presented in this report under Statements No. 74 and 75 of the Governmental Accounting Standards Board are for purposes of assisting the County in fulfilling its financial accounting requirements. No attempt is being made to offer any accounting opinion or advice. This report is for fiscal year July 1, 2018 to June 30, 2019. The reporting date for determining plan assets and obligations is June 30, 2019. The calculations enclosed in this report have been made on a basis consistent with our understanding of the plan provisions. Determinations for purposes other than meeting financial reporting requirements may be significantly different than the results contained in this report. Accordingly, additional determinations may be needed for other purposes, such as judging benefit security or meeting employer funding requirements.

In preparing this report, we relied, without audit, on information as of July 1, 2017 and June 30, 2019 furnished by the County. This information includes, but is not limited to, statutory provisions, member census data, and financial information. Please see Milliman's valuation report dated January 11, 2019 for more information on the plan's participant group as of July 1, 2017 as well as a summary of the plan provisions and a summary of the actuarial methods and assumptions used for funding purposes.

We performed a limited review of the census and financial information used directly in our analysis and have found them to be reasonably consistent and comparable with information used for other purposes. The valuation results depend on the integrity of this information. If any of this information is inaccurate or incomplete our results may be different and our calculations may need to be revised.

We hereby certify that, to the best of our knowledge, this report, including all costs and liabilities based on actuarial assumptions and methods, is complete and accurate and determined in conformance with generally recognized and accepted actuarial principles and practices, which are consistent with the Actuarial Standards of Practice promulgated by the Actuarial Standards Board and the applicable Code of Professional Conduct, amplifying Opinions and supporting Recommendations of the American Academy of Actuaries.

Each of the assumptions used in this valuation with the exception of those set by law was set based on industry standard published tables and data, the particular characteristics of the plan, relevant information from the plan sponsor or other sources about future expectations, and our professional judgment regarding future plan experience. We believe the assumptions are reasonable for the contingencies they are measuring, and are not anticipated to produce significant cumulative actuarial gains or losses over the measurement period. Assumptions related to the claims costs and healthcare trend (cost inflation) rates for the retiree healthcare program discussed in this report were determined by Milliman actuaries qualified in such matters.

This valuation report is only an estimate of the plan's financial condition as of a single date. It can neither predict the plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of plan benefits, only the timing of plan contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

## Certification

Future actuarial measurements may differ significantly from the current measurements presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of the actuarial assignment, we did not perform an analysis of the potential range of such future measurements.

Milliman's work is prepared solely for the internal use and benefit of the Richland County. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions: (a) the Plan Sponsor may provide a copy of Milliman's work, in its entirety, to the Plan Sponsor's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the County; and (b) the Plan Sponsor may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their specific needs.

The consultants who worked on this assignment are actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

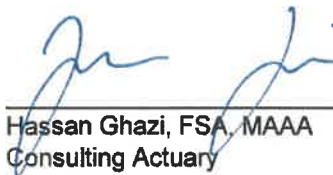
The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and has been prepared in accordance with generally recognized actuarial principles and practices. We are members of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.



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Bryan Jones, ASA, MAAA  
Associate Actuary



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Hassan Ghazi, FSA, MAAA  
Consulting Actuary

## Overview of GASB 74 and GASB 75

The Governmental Accounting Standards Board (GASB) released new accounting standards for public postemployment benefit plans other than pension (OPEB) and participating employers in 2015. These standards, GASB Statements No. 74 and 75, have substantially revised the accounting requirements previously mandated under GASB Statements No. 43 and 45. The most notable change is the that the Annual Required Contribution (ARC) has been eliminated and the Net OPEB Liability will be an item on the employer's financial statement rather than a footnote entry.

GASB 74 applies to financial reporting for public OPEB plans funded by OPEB trusts and is required to be implemented for plan fiscal years beginning after June 15, 2016. Note that a plan's fiscal year might not be the same as the employer's fiscal year. Even if the plan does not issue standalone financial statements, but rather is considered a trust fund of a government, it is subject to GASB 74. Under GASB 74, enhancements to the financial statement disclosures are required, along with certain required supplementary information.

GASB 75 governs the specifics of accounting for public OPEB plan obligations for participating employers and is required to be implemented for employer fiscal years beginning after June 15, 2017. GASB 75 requires a liability for OPEB obligations, known as the Net OPEB Liability (Total OPEB Liability for unfunded plans), to be recognized on the balance sheets of participating employers. Changes in the Net OPEB Liability (Total OPEB Liability for unfunded plans) will be immediately recognized as OPEB Expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change.

## Executive Summary

### Relationship Between Valuation Date, Measurement Date, and Reporting Date

The Valuation Date is July 1, 2017. This is the date as of which the actuarial valuation is performed. The Measurement Date is June 30, 2019. This is the date as of which the total OPEB liability is determined. The Reporting Date is June 30, 2019. This is the plan's and/or employer's fiscal year ending date.

### Significant Changes

There have been no significant changes between the valuation date and fiscal year end.

### Participant Data as of July 1, 2017

Actives	2,204
Retirees*	440
Beneficiaries	0
Spouses of Retirees*	92
Disabled Retirees**	84
Spouses of Disabled Retirees**	17
Total	<u>2,837</u>

\*Of these, 298 retirees and 15 spouses have medical coverage.

\*\*Of these, 46 disabled members and 2 spouses of disabled members have medical coverage.

### Total OPEB Liability

Total OPEB Liability	June 30, 2018	June 30, 2019
Total OPEB liability	\$140,053,492	\$160,832,118
Covered payroll	87,854,232	87,854,232
Total OPEB liability as a % of covered payroll	159.42%	183.07%

The total OPEB liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and was then projected forward to the measurement date. Any significant changes during this period have been reflected as prescribed by GASB 74 and 75.

#### Discount Rate

Discount rate	3.87%	3.50%
20 Year Tax-Exempt Municipal Bond Yield	3.87%	3.50%

The discount rate was based on the Bond Buyer General Obligation 20-Bond Municipal Index.

#### Other Key Actuarial Assumptions

The plan has not had a formal actuarial experience study performed.

Valuation date	July 1, 2017	July 1, 2017
Measurement date	June 30, 2018	June 30, 2019
Actuarial cost method	Entry Age Normal	Entry Age Normal
Inflation	2.30%	2.30%
Medical Trend Rate	Pre-Medicare: 6.9% to 4.4% over 73 years Post-Medicare: 7.3% to 4.6% over 82 years	Pre-Medicare: 6.9% to 4.4% over 73 years Post-Medicare: 7.3% to 4.6% over 82 years
Salary increases including inflation	Graded scale based on service	Graded scale based on service

Please see Milliman's valuation report dated January 11, 2019 for more detail.

## Changes in Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
<b>Changes in Total OPEB Liability</b>	
Balance as of June 30, 2018	\$140,053,492
Changes for the year:	
Service cost	9,027,447
Interest on total OPEB liability	5,706,912
Effect of plan changes	0
Effect of economic/demographic gains or losses	0
Effect of assumptions changes or inputs	9,306,247
Benefit payments	(3,261,980)
Balance as of June 30, 2019	160,832,118

### Sensitivity Analysis

The following presents the total OPEB liability of the County, calculated using the discount rate of 3.50%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.50%) or 1 percentage point higher (4.50%) than the current rate.

	1% Decrease 2.50%	Discount Rate 3.50%	1% Increase 4.50%
Total OPEB liability	\$190,167,659	\$160,832,118	\$137,292,915

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates.

	1% Decrease	Trend Rate	1% Increase
Total OPEB liability	\$130,645,484	\$160,832,118	\$200,800,647

Schedule of Changes in Total OPEB Liability and Related Ratios

	Fiscal Year Ending June 30									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Total OPEB Liability</b>										
Service cost	\$9,027,447	\$9,458,994	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interest on total OPEB liability	5,706,912	5,122,023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of plan changes	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of economic/demographic gains or (losses)	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	9,306,247	(6,677,563)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(3,261,980)	(2,902,945)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB liability	20,778,626	5,000,509	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability, beginning	140,053,492	135,052,983	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability, ending (a)	160,832,118	140,053,492	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Covered payroll	\$87,854,232	\$87,854,232	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability as a % of covered payroll	183.07%	159.42%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the current GASB standards, they should not be reported.



## OPEB Expense

OPEB Expense	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019
Service cost	\$9,458,994	\$9,027,447
Interest on total OPEB liability	5,122,023	5,706,912
Effect of plan changes	0	0
Recognition of Deferred Inflows/Outflows of Resources		
Recognition of economic/demographic gains or losses	0	0
Recognition of assumption changes or inputs	(856,098)	473,366
<b>OPEB Expense</b>	<b>13,724,919</b>	<b>15,207,725</b>

As of June 30, 2019, the deferred inflows and outflows of resources are as follows:

Deferred Inflows / Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$0	\$0
Changes of assumptions	(4,965,367)	7,976,783
<b>Total</b>	<b>(4,965,367)</b>	<b>7,976,783</b>

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Year ended June 30:	
2020	\$473,366
2021	473,366
2022	473,366
2023	473,366
2024	473,366
Thereafter*	644,586

\* Note that additional future deferred inflows and outflows of resources may impact these numbers.

**Schedule of Deferred Inflows and Outflows of Resources**

	Original Amount	Date Established	Original Rec. Period*	Amount Recognized in Expense for FYE 06/30/2019	Amount Recognized in Expense through 06/30/2019	Balance of Deferred Inflows 06/30/2019	Balance of Deferred Outflows 06/30/2019
<b>Economic/ demographic (gains)/losses</b>	\$0	6/30/2019	0.0	\$0	\$0	\$0	\$0
	0	6/30/2018	0.0	0	0	0	0
		<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Assumption changes or inputs</b>	9,306,247	6/30/2019	7.0	1,329,464	1,329,464	0	7,976,783
	(6,677,563)	6/30/2018	7.8	(856,098)	(1,712,196)	(4,965,367)	0
		<b>Total</b>		<b>473,366</b>	<b>(382,732)</b>	<b>(4,965,367)</b>	<b>7,976,783</b>
<b>Total deferred (inflows)/outflows</b>						<b>(4,965,367)</b>	<b>7,976,783</b>
<b>Total net deferrals</b>							<b>3,011,416</b>

\* Economic/demographic (gains)/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

This work product was prepared solely for the County for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product.

**Milliman Financial Reporting Valuation**

	Total OPEB Liability	Deferred Inflows	Deferred Outflows	Net Deferrals	Total OPEB Liability plus Net Deferrals	Annual Expense
Balances as of June 30, 2018	(\$140,053,492)	(\$5,821,465)	\$0	(\$5,821,465)	(\$145,874,957)	9,027,447
Service cost	(9,027,447)					5,706,912
Interest on total OPEB liability	(5,706,912)					0
Effect of plan changes	0					0
Effect of liability gains or losses	0					0
Effect of assumption changes or inputs	(9,306,247)		9,306,247	9,306,247	3,261,980	0
Benefit payments	3,261,980					0
Recognition of liability gains or losses						0
Recognition of assumption changes or inputs		856,098	(1,329,464)	(473,366)		473,366
Annual expense		(4,965,367)	7,976,783	3,011,416	(15,207,725)	15,207,725
Balances as of June 30, 2019	(\$160,832,118)				(\$157,820,702)	

## Glossary

<b>Deferred Inflows/Outflows of Resources</b>	Portion of changes in net OPEB liability that is not immediately recognized in OPEB Expense. These changes include differences between expected and actual experience, changes in assumptions, and differences between expected and actual earnings on plan investments.
<b>Discount Rate</b>	Single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the sum of: <ol style="list-style-type: none"><li>1) The actuarial present value of benefit payments projected to be made in future periods where the plan assets are projected to be sufficient to meet benefit payments, calculated using the Long-Term Expected Rate of Return.</li><li>2) The actuarial present value of projected benefit payments not included in (1), calculated using the Municipal Bond Rate.</li></ol>
<b>Municipal Bond Rate</b>	Yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.
<b>Projected Benefit Payments</b>	All benefits estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and expected future service.
<b>Service Cost</b>	The portion of the actuarial present value of projected benefit payments that is attributed to a valuation year.
<b>Total OPEB Liability</b>	The portion of actuarial present value of projected benefit payments that is attributable to past periods of member service using the Entry Age Normal cost method based on the requirements of GASB 74 and 75.

## Benchmark Data from Local Governments

City of Columbia, SC

Greenville County, SC

Lexington County, SC

Horry County, SC

Fairfax County, VA

City of Columbia, SC

## MELANIE COVINGTON

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**From:** Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>  
**Sent:** Thursday, September 3, 2020 3:25 PM  
**To:** DWIGHT HANNA  
**Cc:** MELANIE COVINGTON; Trina Walker  
**Subject:** RE: [EXTERNAL] Retiree Health Insurance Policy for City of Columbia  
**Attachments:** 2018 Retiree Insurance Plan mailer.docx

Good Afternoon Mr. Hanna,

Please see the attached information. Prior to going to the State Health Plan, we required employees to have 20 years of continuous service but PEBA guidelines allowed for total service so we had to adjust. Because we can determine our own rates, we allow employees with 20 years of service to pay funded (cheaper) rates. Let me know if you have any questions. Thanks!



**Pamela R. Benjamin, CPM**

Chief of Staff  
City Administration

1737 Main Street, Columbia SC 29201

Phone: 803-545-3095

[prbenjamin@columbiasc.net](mailto:prbenjamin@columbiasc.net)

---

**From:** DWIGHT HANNA [mailto:HANNA.DWIGHT@richlandcountysc.gov]  
**Sent:** Thursday, September 3, 2020 2:54 PM  
**To:** Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>  
**Cc:** MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>; Trina Walker <Walker.Trina@richlandcountysc.gov>  
**Subject:** [EXTERNAL] Retiree Health Insurance Policy for City of Columbia

**CAUTION:** This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Good Afternoon Ms. Benjamin,

Will you send me this tomorrow if possible? Specifically, I need to know if y'all require [continuous] years of service with the City or just total years of service.

I am putting together a packet for County County, because they are considering making a change to our current policy.

Thanks,

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC  
Director of Human Resource Services Department



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We Are Columbia

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October 31, 2018

**To: City of Columbia Retiree and covered dependents**

In an effort to offer quality health programs to active employees and retirees while managing rising health care costs, the City has made the decision to join the State Health Plan. Starting January 1, 2019, all active employees and retirees, pre and post -65, will be covered by the State Health Plan. The State Health Plan is a self-funded health insurance plan managed by PEBA (Public Employee Benefit Authority) the same entity that manages your retirement benefits. The State Health Plan covers over 500,000 lives and has 709 entities that include all state agencies, school districts and many local subdivisions such as municipalities, counties, special purpose districts and other organizations.

### **Eligibility**

**The City of Columbia must offer coverage to all current retirees (pre and post 65) and their eligible dependents.** In addition, the City will also be offering coverage to retirees who may not have been eligible for City of Columbia retiree health benefit coverage in the past. A former City of Columbia employee may now be eligible for coverage in retirement if:

- She retires from an employer that participates in the state insurance program;
- She was eligible to retire when she leaves employment; and
- Her last five years of employment were served consecutively in a full-time, permanent position with an employer that participates in the state insurance program.

The City is working with PEBA to determine eligibility of individuals who have retired from the City who currently do not have insurance with the City but will be eligible January 1, 2019. If you do not currently have insurance coverage with the City but you are receiving this letter, you and your covered dependents will be eligible for coverage starting in 2019.

### **Coverages**

In 2019, the City of Columbia will be offering the following to all eligible retirees:

- **Health**
- **Dental**
- **Dental Plus**
- **State Vision Plan**
- **Vision Care Discount Program**

Page 1 Of 2



## Premiums

### Funded

Current retirees and employees that are retiring who were covered under the City's health insurance as of December 31, 2018 will pay the Funded Premiums for health insurance. These rates will be subsidized by the City and will be the same as the premiums for active employees.

### Non-funded

Retirees who have not been covered on the City's health insurance but will now be eligible to participate in the City's insurance plan will not have their premiums subsidized. Those retirees and their eligible dependents will pay the non-funded premium amounts.

\*Please refer to the documents included with this letter for premium charts outlining the monthly costs

### Open Enrollment

Open Enrollment for insurance related benefits will begin in November. All retirees must enroll in their benefits during this open enrollment period. Retiree Open Enrollment sessions will take place on November 5, 2018 and November 20, 2018 at Earlewood Park, 1113 Parkside Drive, Columbia, SC 29203 and on December 6, 2018 at the Busby Community Center, 1735 Busby Street, Columbia SC 29203 as follows:

- 8:00 am - 10:00 am
- 10:00 am - 12:00 pm
- 1:00 pm - 3:00 pm
- 3:00 pm - 5:00 pm

**These enrollment sessions are mandatory and if you do not sign up for your benefits you will not have benefits in 2019. If you are unable to attend one of the sessions, please contact HR at 803-545-3010.**

### Important Information

- ✓ Enrolling in coverage requires your social security number (SSN) and birthdate. The SSC and birthdate of your spouse, if married, and any dependents is also required.
- ✓ You cannot cover your spouse if your spouse is eligible, or becomes eligible, for coverage as an employee of a group participating in PEBA insurance or as a funded retiree of a participating group who has a part of the spouse's premiums paid for the spouse.
- ✓ Supporting documentation is required for any dependent you wish to add to coverage. You must bring photocopies of the supporting documents when you enroll in coverage. See the Enrollment documentation worksheet included in this letter for details.
- ✓ Individuals enrolled in Medicare or with dependents enrolled in Medicare must provide a copy of their Medicare card(s).

If you have any questions regarding open enrollment, please contact Connie Cauthen, Benefits Administrator at 803-545-3007. The Human Resources Department looks forward to working with you to assist you with making the best benefit decisions.

*Pamela R. Benjamin*

Pamela R. Benjamin, Chief of Staff/HR Director

# Greenville County, SC

## MELANIE COVINGTON

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**From:** Ham, Debra <dham@greenvillecounty.org>  
**Sent:** Thursday, September 3, 2020 4:37 PM  
**To:** MELANIE COVINGTON  
**Subject:** County of Greenville Retiree Insurance

Hi Melanie,

Please see below for the Greenville County's contribution rates...

Employees do not have to have continuous service as an employee to meet the service requirement, but they must have been enrolled in a medical plan at the time of retirement.

***Debra M. Ham, MHRD, SPHR, GPHR, SHRM-SCP***

Director, Human Resources  
County of Greenville  
301 University Ridge – Suite 500  
Greenville, SC 29601  
(864) 467-7225 Office  
(864) 417-3524 Mobile  
(864) 467-7374 Fax  
[dham@greenvillecounty.org](mailto:dham@greenvillecounty.org)



### Retiree Insurance Program

*When a County employee is eligible to retire under State Retirement and has 10 years of service with the County they are eligible to participate in the Retiree Insurance Program. Continuous coverage by the Retiree is required. The County will subsidize the eligible retiree rate (COBRA rate minus 2% administrative fee) by the following amount.*

#### **Retirees with a retirement effective date prior to 2004**

**Note:** Retirees retiring prior to 2004 are eligible to stay in the plan of their choice, based on availability of that plan, unless they move to the Standard Plan. Once they have moved to the Standard Plan transfer to another plan is not allowed.

*With 20 or more years of service medical plan rates are subsidized by the County as follows:*

- Under age 65 - \$213.56 per month.
- Age 65 and older (enrolled in Medicare Part B) - \$288.56 per month.

*With less than 20 years of service medical plan rates are subsidized by the County as follows:*

- Under age 65 - \$138.56 per month.
- Age 65 and older (enrolled in Medicare Part B) - \$213.56 per month.

#### **Retirees with a retirement effective date of 2004 and after**

**Note:** Retirees, under age 65, with a retirement effective date of 2004 and after are eligible to enroll in only the Standard Medical Plan until they reach the age of 65. Retirees, age 65 and older, with a retirement effective date of 2004 and after are eligible to enroll in only the County sponsored Medicare Supplement Plan.

With 20 or more years of service Standard Plan rates are subsidized by the County as follows:

- Under age 65 - \$213.56 per month.

With less than 20 years of service Standard Plan rates are subsidized by the County as follows:

- Under age 65 - \$138.56 per month.

Retiree 65 and over enrolled in Medicare Supplement:

- County pays \$75.00

\* The Dental plan is subsidized by \$ 3.17 per month for all plans.

\* Note: Survivors of Retirees with continuous coverage on the County Plan may continue on the Plan. Survivors are not entitled to the \$75.00 credit for 20 or more years of service.

\* Note: County Council at its discretion may discontinue Retiree Insurance or make changes to above contribution rate.

**Shauna McAdory**

HR Benefits Coordinator

Greenville County

301 University Ridge, Ste. 500

Greenville, SC 29601

[smcadory@greenvillecounty.org](mailto:smcadory@greenvillecounty.org)

864.467.7154 direct

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## RETIREE INSURANCE PROGRAM:

### Eligibility Requirements

- Must be a full-time employee at time of retirement.
- Must be retired under South Carolina State Public Employee Retirement System.
- Must have 10 years of full-time service with the County of Greenville.
- Must have continuous insurance coverage with the County of Greenville Medical plan.
- Under Age 65 at time of retirement.
- The enrolled tier of coverage that current and future retirees have may not change unless dependents are removed. Example: Retiree only coverage cannot change to Retiree + Spouse, or + Child(ren), or + Family

### Life Insurance:

January 2020 the cost for Retiree Life Insurance is \$5.75 per month to continue the Basic Life of \$50,000 (until age 65). Once a retiree turns age 65, s/he will have an option to convert the life insurance policy to continue it directly with the life insurance company beyond the age of 65. The rates for the converted policy are based on age and industry standards and are not set by the County.

### PARTNERSHIP FOR PRESCRIPTION ASSISTANCE

Remember that there is a free nationwide one-stop resource for you and your family members that provides information about obtaining free or reduced priced prescription drugs depending upon various factors such as a person's home of record and income.

This resource is known as the Partnership for Prescription Assistance program. For additional information, and/or to enroll, you can call toll-free, 1-888-4PPA-NOW (1-888-477-2669), or visit their website at: <https://www.pparx.org/about.php>.

**MEDICAL INSURANCE NOTE: All eligible Retirees and Family Members must be enrolled in Medicare Part B upon attaining eligibility if they are on a County Medical Plan. Failure to do so may result in the denial of claims being paid.**

### ATTENTION RETIREES:

IF RETIRED ON JANUARY 1, 2004 OR AFTER AND UNDER AGE 65, RETIREES AND FAMILY MEMBERS, IF APPLICABLE, ARE ELIGIBLE TO **ENROLL ONLY IN THE BASIC PLAN.**

(See Plan Document for more details.)



## RETIREE INSURANCE RATES

Only Retirees with a retirement date prior to January 1, 2019 will have the option to purchase Vision coverage. The rates are listed below.

Listed below are the monthly Retiree Medical and Dental insurance rates for plan year 2020:  
**EFFECTIVE DATE:** January 1, 2020.

NOTE: RATES ON THIS PAGE APPLY ONLY TO RETIREES WITH A RETIREMENT DATE EFFECTIVE PRIOR TO 2004, i.e. the individual retired on or before December 31, 2003.

### Retiree and Survivor Under Age 65

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$669.09	\$636.46	\$533.46	\$23.78	\$5.47
Member + Spouse	\$924.86	\$774.48	\$679.72	\$38.78	\$10.39
Member + Child	\$820.62	\$725.45	\$641.64	\$34.78	\$10.94
Member + Family	\$1131.06	\$884.07	\$770.36	\$48.78	\$16.08

### Retiree and Survivor Rates enrolled in Medicare Age 65 and Older

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$635.43	\$559.21	\$456.21	\$23.78	\$5.47
Member + Spouse	\$847.61	\$697.23	\$602.47	\$38.78	\$10.39
Member + Child	\$743.58	\$647.79	\$564.36	\$34.78	\$10.94
Member + Family	\$1053.61	\$806.41	\$693.11	\$48.78	\$16.08

### Retiree with 20 or More Years of County Service Under Age 65

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$635.43	\$559.21	\$456.21	\$23.78	\$5.47
Member + Spouse	\$847.61	\$697.23	\$602.47	\$38.78	\$10.39
Member + Child	\$743.58	\$647.79	\$564.36	\$34.78	\$10.94
Member + Family	\$1053.61	\$806.41	\$693.11	\$48.78	\$16.08

### Retiree with 20 or More Years of County Service Age 65 and Older Medicare Enrolled

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$558.18	\$481.96	\$378.96	\$23.78	\$5.47
Member + Spouse	\$770.36	\$619.98	\$525.22	\$38.78	\$10.39
Member + Child	\$666.33	\$570.54	\$487.11	\$34.78	\$10.94
Member + Family	\$976.36	\$729.16	\$615.86	\$48.78	\$16.08



**NOTE: RATES ON THIS PAGE APPLY ONLY TO RETIREES WITH A RETIREMENT DATE EFFECTIVE 2004 OR AFTER, i.e. the individual retired on or after January 1, 2004.**

**Retiree and Survivor (effective date 2004 and after) Under Age 65**

	Basic	Dental	Vision
Member	\$533.46	\$23.78	\$5.47
Member + Spouse	\$679.72	\$38.78	\$10.39
Member + Child	\$641.64	\$34.78	\$10.94
Member + Family	\$770.36	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Age 65 and Over**

		Dental	Vision
Member	*	\$23.78	\$5.47
Member + Spouse	*	\$38.78	\$10.39
Member + Child	*	\$34.78	\$10.94
Member + Family	*	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Under Age 65 with 20 or More Years of County Service**

	Basic	Dental	Vision
Member	\$456.21	\$23.78	\$5.47
Member + Spouse	\$602.47	\$38.78	\$10.39
Member + Child	\$564.36	\$34.78	\$10.94
Member + Family	\$693.11	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Age 65 and Over with 20 or More Years of County Service**

		Dental	Vision
Member	*	\$23.78	\$5.47
Member + Spouse	*	\$38.78	\$10.39
Member + Child	*	\$34.78	\$10.94
Member + Family	*	\$48.78	\$16.08

<b>Retirees Under Age 65 – Retired on or After 01-01-2004</b>	<b>Retirees Age 65 or Older – Retired on or After 01-01-2004</b>
Medical Plan Option <ul style="list-style-type: none"> <li>• Basic Plan</li> </ul>	Medical Plan Option <ul style="list-style-type: none"> <li>• Not Applicable</li> <li>• Eligible to participate in the County Sponsored Medical Supplement Plan with 20+ years of full-time service to the County</li> </ul>

**Additional Retiree Specific Information**

Anyone interested in discussing Medicare supplements and/or Medicare Part D prescription coverage please call Joan Hendrix at 306-3131 or 800-321-1738.



## Lexington County, SC



## DWIGHT HANNA

---

**From:** Wilkerson, Dana <DWilkerson@lex-co.com>  
**Sent:** Tuesday, September 8, 2020 12:49 PM  
**To:** MELANIE COVINGTON; DWIGHT HANNA  
**Subject:** RE: [External] Retiree Health Insurance Information  
**Attachments:** Post-Employment Eligibility FINAL.pdf

Good Afternoon Dwight and Melanie,

- A. Do you offer retiree health insurance or a health insurance benefit? *Yes*
- i. Medicare (65 or older) retirees *No, we do not offer retiree insurance for anyone over age 65.*
  - ii. Early (64 or younger) retirees *We offer retiree health insurance for those age 55 or older who meet ALL eligibility requirements.*
- If they qualify for retiree medical they are covered until they reach age 65.*
- B. What is the years of service criteria? *25 Years of service AND 55 years old.*
- C. Does the service have to be with your City or County? *Yes*
- D. Does the service have to be continuous years of service? *The service does not have to be continuous, however, the last 5 years must be consecutive.*
- E. What is the cost of your retiree health insurance for;
- i. Retiree *Rate for Single Retiree coverage is \$1054.83 per month, subject to change.*

Please let me know if you have any other questions.

Thanks,

Dana

***Dana J. Wilkerson***

Deputy Director of Human Resources  
County of Lexington  
212 South Lake Drive, Suite 604  
Lexington, SC 29072  
Office (803) 785-8156  
Cell (803) 223-5599  
Fax (803) 785-8379  
[dwickerson@lex-co.com](mailto:dwickerson@lex-co.com)

---

**From:** MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>  
**Sent:** Friday, August 28, 2020 11:02 AM  
**To:** Wilkerson, Dana <DWilkerson@lex-co.com>  
**Subject:** [External] Retiree Health Insurance Information

Good Morning,

I have a few questions regarding your retiree benefits and I was wondering if you could help me out. Below are the questions.

- A. Do you offer retiree health insurance or a health insurance benefit?
  - i. Medicare (65 or older) retirees
  - ii. Early (64 or younger) retirees
- B. What is the years of service criteria?
- C. Does the service have to be with your City or County?
- D. Does the service have to be continuous years of service?
- E. What is the cost of your retiree health insurance for;
  - i. Retiree
  - ii. County/City

Thank you in advance!! 😊

**Reminder: Annual (Virtual) Open Enrollment will be August 3 – 28, 2020. Complete your enrollment by going to Benefit Express ([www.MyRCGBenefits.com](http://www.MyRCGBenefits.com)). Enrollment is required.**

**Melanie Covington**

HR Coordinator II  
Richland County Government  
Human Resource Services Department  
[covington.melanie@richlandcountysc.gov](mailto:covington.melanie@richlandcountysc.gov)

P 803-576-2042 F 803-576-2119  
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## **County of Lexington Retiree Group Medical and Dental Plans: Guide to Eligibility Determination**

This document outlines the most basic factors considered in determining eligibility for coverage under the County of Lexington's Retiree Group Medical and Dental Plans. It is important to understand that eligibility for coverage under the County's Retiree Group Medical and Dental Plans is not the same as eligibility for retirement with PEBA. Because confirmation of your retiree insurance eligibility is an important and complex determination that you cannot make alone, please contact Human Resources before making final arrangements for retirement.

### **Retiree Medical and Dental Plan (2009 Plan) Eligibility Criteria**

**At the time you terminate from the County of Lexington, you must be:**

Retiring with full (unreduced) benefits from the SCRS or PORS

AND

be at least 55 years old (but under age 65)

AND

have at least twenty-five (25) years of service as an employee of the County of Lexington, with the last five (5) being consecutive,

AND

you must have been covered under the group medical plan sponsored by the County for no less than twenty-five (25) years in order to be eligible for coverage.

### **Additional Consideration**

#### **2009 Plan Eligibility Criteria using the "grandfather clause" for employees who had 10 years of service with the County as of October 1, 2008**

**On October 1, 2008, did you have 10 years of service with the County?**

If YES, then:

Are you now retiring from SCRS or PORS with a total of **at least 15 years** of service with the County, with the last five (5) being consecutive,

AND

are you at least 55 years old (but under 65)?

If YES, then:

Eligible for 2009 Plan coverage at the time of retirement.

## Horry County, SC

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

**RESOLUTION 89-12**

**A RESOLUTION TO CONSOLIDATE AND ADOPT RETIREE HEALTH INSURANCE GUIDELINES.**

**WHEREAS**, Horry County Council resolved to contribute to retiree health insurance since 1990; and

**WHEREAS**, Horry County Council has resolved to amend the guidelines for administering retiree health contributions five times since its inception; and

**WHEREAS**, Horry County Council desires to have consolidated guidelines to capture all the necessary procedures for administering retiree health insurance contributions; and

**NOW THEREFORE BE IT RESOLVED THAT** the Horry County Council resolves to adopt retiree health insurance guidelines as set forth below.

**AND IT IS SO RESOLVED**

**Dated this 18<sup>th</sup> day of December, 2012**

**HORRY COUNTY COUNCIL**



H. Tom Rice, Chairman

\_\_\_\_\_  
Harold G. Worley, District 1

\_\_\_\_\_  
Brent J. Schulz, District 2

\_\_\_\_\_  
Marion D. Foxworth, III, District 3

\_\_\_\_\_  
Gary Loftus, District 4

\_\_\_\_\_  
Paul D. Price, Jr., District 5

\_\_\_\_\_  
Robert P. Grabowski, District 6

\_\_\_\_\_  
James R. Frazier, District 7


\_\_\_\_\_  
Carl H. Schwartzkopf, District 8

\_\_\_\_\_  
W. Paul Prince, District 9

\_\_\_\_\_  
Jody Prince, District 10

\_\_\_\_\_  
Al Allen, District 11

**ATTEST:**

  
Patricia S. Hartley, Clerk to Council



## County Council Decision Memorandum Horry County, South Carolina

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Date: December 10, 2012  
From: Anne Wright, Assistant County Administrator  
Cleared By: Chris Eldridge, County Administrator  
Patrick Owens, Human Resources Director  
Re: Retiree Health Insurance Plan

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### **ISSUE:**

Retiree Health Insurance Plan updated for recent modifications.

### **BACKGROUND:**

The Retiree Health Insurance Plan has been modified numerous times since its inception. The initial Retiree Health Insurance Benefit Plan was approved by County Council as documented in Council meeting minutes on May 24, 1994, and amended by Resolution R-107-00 dated September 5, 2000, Resolution R-29-02 dated March 12, 2002, Resolution R-121-10 dated December 14, 2010, Resolution R-49-12 dated June 19, 2012, and by a motion approved by County Council on November 16, 2012. Attached is a draft document that states the **current** benefits, as modified by County Council, being offered under this plan. The attached Resolution and document reflects the changes previously approved by County Council, and is intended to provide clarification of the current plan.

The attached document also includes the following excerpt to provide further clarification that it is possible that there may need to be further changes in the future regarding this benefit.

"Horry County offers retiree health insurance as a benefit to employees who were hired prior to July 1, 2011 and have been employed with the County for fifteen years or longer. However rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the plan for employees hired subsequent to June 30, 2011, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change and the County's ability to fund this benefit can be impacted by budget challenges. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures."

### **RECOMMENDATION:**

The Administration Committee reviewed the attached guidelines and recommends them Council's approval.

## **Horry County Government Retiree Health Insurance Guidelines**

Horry County offers certain retiree health insurance benefits to those retirees with a hire date prior to July 1, 2011, and who meet the criteria specified below. This plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures.

Employees hired after June 30, 2011 will be eligible to participate in the retiree health insurance plan upon their retirement; however, the County will **not** pay any portion of their retiree health insurance premiums and they will **not** be eligible to receive any County subsidy for the purposes of retiree health insurance.

As a result of changes that have been approved throughout the years, several eligibility criteria are applicable as specified below in the various groups of covered individuals. Those employees who separate from County employment for any reason other than retirement and are then rehired after June 30, 2011 will be eligible to participate in the retiree health insurance plan upon their retirement; however, the County will **not** pay any portion of their retiree health insurance premiums and they will **not** be eligible to receive any County subsidy for the purposes of retiree health insurance.

Horry County Government began contributing to retiree insurance on the behalf of employees on June 30, 1990. Several amendments to the County's guidelines have occurred since that time; however nothing in these prior amendments permits or affords grandfathering for any individual other than those outlined explicitly in these current guidelines. **For all groups identified in these guidelines only actual Horry County service is considered for the purposes of determining contribution percentages by Horry County.** No purchased service time of any kind will be considered for any group.

### **Summary Benefit Plan Description**

County paid health insurance coverage is provided under the County's health insurance plan to qualifying retirees as stated below under Section I up to the point in time when the retiree becomes Medicare eligible, at which time the County will begin to contribute a maximum of \$150 (2013 amount) each month into a Retiree Health Reimbursement Arrangement (RHRA) account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly contribution is pro-rated according to the retiree's years of service with the County as explained below and will increase annually by the lower of CPI-U (the Consumer Price Index All Urban Consumers on a September over September basis) of 3% per year. A transition provision relating to the RHRA account impacts a limited number of retirees as defined in the Group C description.

Due to changes in this benefit during past years, as well as grandfathering provisions as changes were approved, the criteria defining covered individuals relating to this benefit is presented by groups.

### **Section I: Covered Individuals – Health Insurance Premium Amounts Coverage Until Retiree is Medicare Eligible**

**Group A-1 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group. In addition, this group includes five (5) retirees who received either a 50% or 100% County contribution prior to May 24, 1994.**

This group includes individuals who retired or left employment with Horry County Government when they were retiree eligible, after May 23, 1994 and before September 5, 2000. At that time, an employee in the Regular retirement system could retire after 30 years of service and the County's plan offered the 50% tier and the 100% tier. The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Group A-1 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group (continued)**

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -29	50%
30 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -24	50%
25 or greater	100%

**Group A-2 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group**

This group includes individuals who retired or left employment with Horry County Government when they were retiree eligible, during the period of September 6, 2000 to March 11, 2002. During this time period, an employee in the Regular retirement system could retire after 28 years of service, and the County's plan offered the 50% tier and the 100% tier. The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -27	50%
28 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -24	50%
25 or greater	100%

**Group A-3 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group**

This group includes individuals who retired after March 11, 2002 and before December 31, 2012, or as of December 31, 2012 were retiree eligible employees, or as of December 31, 2012 were retiree eligible



past employees, or active employees who are either 62 years of age or have 23 years of Horry County service as of December 31, 2012. During this time period, an employee in the Regular retirement system could retire after 28 years of service, and the County's plan offered the 50% tier, the 75% tier and the 100% tier.

The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -22	50%
23 – 27	75%
28 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15-20	50%
21-24	75%
25 or greater	100%

**Group B Covered Individuals**

For individuals not covered in Group A-1,A-2,and A-3 and who have a hire date prior to July 1, 2011, the County benefit is as follows:

- a. The County subsidy of the cost of retiree health insurance will begin at **age 62**. (Employees can still retire before that age if they are eligible, but the County will not pay the health insurance premiums until age 62.) The retiree can stay on the County plan and pay the total premiums personally, or opt-out of the plan and obtain coverage elsewhere, then opt-back in to the plan at age 62 to receive the County funded benefit.
- b. The 75% tier is eliminated. Employees are eligible for the County payment of 50% of the premiums, at 15 years of County service, and 100% coverage at 28 or 25 years of service, as amended by the next modification.
- c. The amount of the County subsidy will not increase by more than 3% over the amount paid by the County in the prior calendar year. Any increase in cost above 3% will be absorbed by the retiree.

**Premium Amounts Covered - Beginning at Age 62 and Ending at Medicare Eligibility (Age 65):**

Regular Retirees – Years of Horry County Service	Percentage of Premiums covered, capped at a maximum annual increase of 3%
15-29	50%
30 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered, capped at a maximum annual increase of 3%
15 -24	50%
25 or greater	100%

**Section II: Monthly Contribution to a Retiree Health Reimbursement Arrangement Account once Retiree becomes Medicare Eligible (generally at age 65)**

When the retiree becomes Medicare eligible, at which time Medicare is the retiree's primary insurance coverage, the County will cease payment of the County health insurance premium and will begin to contribute up to a maximum of \$150 (2013 amount) on the first banking day of each month in to a Retiree Health Reimbursement Arrangement (RHRA) account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses.

**Monthly Contribution to RHRA Applicable to Retirees in Group A-1:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -29	50%	\$75
30 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group A-2:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -27	50%	\$75
28 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group A-3:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15-22	50%	\$75
23-27	75%	\$112.50
28 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15-20	50%	\$75
21 – 24	75%	\$112.50
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group B:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -27	50%	\$75
28 or greater	100%	\$150

*\*The amount of \$150 is for calendar year 2013 and will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Monthly Contribution to RHRA Applicable to Retirees in Group B (continued):**

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

*\*The amount of \$150 is for calendar year 2013 and will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Group C Covered Individuals - Special transition provision applicable only to certain retirees as of November 16, 2012 in Group A-1, A-2, and A-3.**

Individuals from Group A-1, A-2 and A-3 who are retired and no longer working at Horry County as of November 16, 2012, and who will be 65 years of age or older at or before December 31, 2013, and who have 30 or more years of Regular service with the County for Group A-1, or 28 or more years of Regular service with the County for Group A-2 and A-3, or 25 or more years of Police service with the County, are eligible to receive the following monthly contribution to a Retiree Health Reimbursement Arrangement (RHRA) account based on the coverage election that they select as shown below.

**Monthly Subsidy options for Group C at age 65 or older**

Coverage Election	Total Amount of Monthly Subsidy Provided by the County*
Medicare Supplement	100% of the premium amount of the Medicare supplement Plan F, applicable Part D prescription plan, State of SC Basic Dental plan and administrative fee.
State Health Plan	\$150 (2013 amount)

*\*The amount of \$150 will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Section III – Plan Sustainability**

Horry County offers retiree health insurance as a benefit to employees who were hired prior to July 1, 2011 and have been employed with the County for fifteen years or longer. However rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the plan for employees hired subsequent to June 30, 2011, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change and the County's ability to fund this

benefit can be impacted by budget challenges. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures.

***Guidelines based on Council Action as follows: Retiree Health Insurance Benefit Plan as approved by County Council May 24, 1994, and amended by: Resolution R-107-00 dated September 5, 2000, Resolution R-29-02 dated March 12, 2002, Resolution R-121-10 dated December 14, 2010, Resolution R-49-12 dated June 19, 2012, and by motion approved by County Council on November 16, 2012.***

# Fairfax County, VA

# Fairfax County Government Retiree Benefits Guide Plan Year 2020



# Additional Coverage Information

## Continuous Coverage Requirement

The County requires retirees to maintain continuous coverage in Fairfax County Government (FCG) Life, Health and/or Dental plans. After retirement, if you lose coverage, for any reason, there is no opportunity to re-elect coverage at a later date. Also note that any break in medical coverage with FCG will mean loss of your Retiree Subsidy.

The County allows coverage to be transferred from the active County Government employee group to the retiree group and vice versa. However, transfers to and from the Fairfax County Public Schools (FCPS) are not allowed for purposes of retaining continuous coverage, as FCPS is a separate employer.

## Changing Coverage

If you experience a qualified change in family status during the plan year, you have the opportunity to change your benefit elections. Change forms must be received by DHR Benefits within 30 calendar days of the event. For a list of qualifying events, see the Benefits page on FairfaxNet. You can drop dependents or cancel coverage at any time.

## Coverage for Surviving Spouses

Surviving spouses of deceased retirees may continue health and/or dental insurance coverage until they remarry. If a retiree or dependent with coverage dies or remarries, please contact the Benefits Division as soon as possible so that premiums can be adjusted.

## Adult Dependents, Children over 18

Children can stay on your health plans through the end of the month they turn 26, even if they marry, move out of your home, go to school or get a job. When your dependent turns 26 and is no longer eligible, they will receive a COBRA Notice allowing them the

option to continue coverage. This process requires no notification from you; however, dependents will not be automatically removed from Dependent Life Insurance. Also, note that our plans do not cover spouses or dependents of adult children.

Dependents over the age of 18 who are removed from a benefit plan cannot be re-enrolled mid-year as a result of their own qualifying event, i.e. losing coverage through their employer. Qualifying events are special circumstances in employment, benefit eligibility or status for employees and their spouses only. Children over the age of 18 can be added during Open Enrollment providing they meet all other eligibility criteria.

## Health Insurance Orders

The County is required to enroll any qualified dependent(s) listed on a valid health insurance order into the named employee or retiree's county-sponsored health plan.

## Address Changes

When moving, remember to update your address with the Benefits Division. The address maintained by us is reported to all benefit vendors.

## Paying Your Premium

The retiree portion of the benefit premiums is paid in one of two ways: 1. The premium, less the subsidy, will be deducted from the monthly annuity in the month prior to the month of coverage; 2. If the individual does not receive an annuity, or if the retiree's check does not cover the full cost of the monthly premium, the retiree must pay the amount by automatic deduction, ACH, from your personal checking account. The Benefits Division takes this deduction on the 10th of the month to cover next month's coverage. Personal checks and lump sum payments will not be accepted.

## Retiree Subsidies

Retirees pay the full cost of health and/or dental insurance. Retirees age 55 or older, or those retired on a service-connected disability, receive a monthly subsidy from the County toward the cost of a county health plan. Surviving spouses are entitled to a subsidy only if they receive a Joint and Last Survivor Benefit.

Monthly Subsidy for Retirees Ages 55+	
Years of Service at Retirement	Subsidy Amount
5 - 9	\$40
10 - 14	\$75
15 - 19	\$165
20 - 24	\$200
25 or more*	\$230
*Also includes retirees of any age who are approved for a service-connected disability retirement and covered under a county health plan and police officers who retired	

# 2020 Health and Dental Premiums

Open Enrollment: October 15 - November 22, 2019

Benefit Plan	Total Monthly Premium (without Subsidy)
<b>Cigna OAP Co-Pay Plan (Plan Closed to New Entrants)</b>	
Individual	\$873.68
Individual with Medicare	\$603.34
2 Individuals	\$1,703.53
2 Individuals - 1 with Medicare, 1 without	\$1,468.98
2 Individuals with Medicare	\$1,192.68
Family	\$2,542.38
Family - 1 with Medicare	\$2,395.33
Family - 2 with Medicare	\$2,232.97
Family - 3 with Medicare	\$2,070.62
<b>Cigna OAP 90% Co-Insurance Plan</b>	
Individual	\$746.08
Individual with Medicare	\$522.09
2 Individuals	\$1,466.13
2 Individuals - 1 with Medicare, 1 without	\$1,268.77
2 Individuals with Medicare	\$1,043.95
Family	\$2,156.60
Family - 1 with Medicare	\$2,012.90
Family - 2 with Medicare	\$1,867.03
Family - 3 with Medicare	\$1,721.16
<b>Cigna OAP 80% Co-Insurance Plan</b>	
Individual	\$532.32
Individual with Medicare	\$369.05
2 Individuals	\$1,037.93
2 Individuals - 1 with Medicare, 1 without	\$898.12
2 Individuals with Medicare	\$729.85
Family	\$1,549.27
Family - 1 with Medicare	\$1,448.93
Family - 2 with Medicare	\$1,334.67
Family - 3 with Medicare	\$1,220.41
<b>Cigna MyChoice Plan - Non-Medicare Participants Only</b>	
Individual	\$475.09
2 Individuals	\$926.23
Family	\$1,382.65
<b>Kaiser Permanente HMO</b>	
Individual	\$668.41
Individual with Medicare	\$317.41
2 Individuals	\$1,302.76
2 Individuals - 1 with Medicare, 1 without	\$951.66
2 Individuals with Medicare	\$633.64
Family	\$1,938.43
Family - 1 with Medicare	\$1,587.33
Family - 2 with Medicare	\$1,269.31
Family - 3 with Medicare	\$951.29
<b>Delta Dental PPO</b>	
Individual	\$43.53
2 Individuals	\$82.24
Family	\$135.53



To request this information in an alternate format or for reasonable ADA accommodations, please call HR Central at 703-324-3311 (TTY 711)

A Fairfax County, Va. Publication  
September 2019



# Aon 2019 Retiree Health Care Survey

## Type of Coverage Provided to Eligible Populations



# About the Survey

In the spring of 2019, Aon conducted a survey to understand plan sponsors' current thinking and future expectations with respect to U.S. retiree health care strategies. The survey focused specifically on plan sponsors that offer health care benefits to retirees and their families and on the sponsors' final 2019 and expected ongoing retiree health care design and strategy outlook.

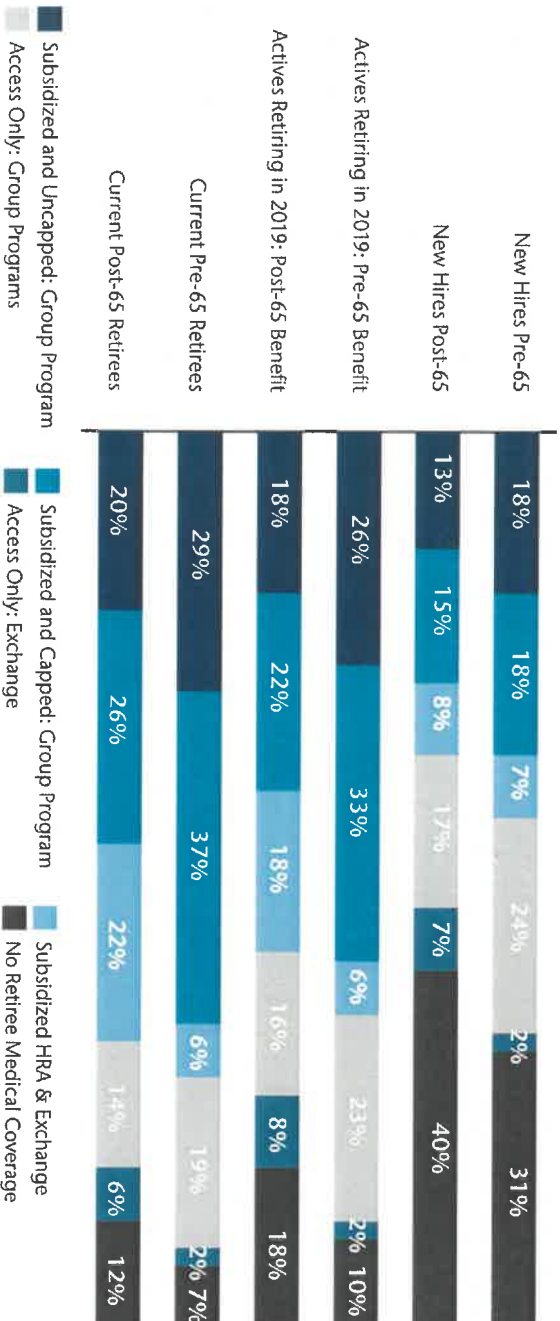
The survey collected responses from 345 private and public plan sponsors representing approximately 3.3 million retirees. About 81% of the respondents were private entities and 19% were public entities. For a complete summary of survey respondents, see the "Participant Profile" section at the end of this report.

Exhibit 1 shows the basic types of retiree health care benefits offered to the various current and future retiree populations for the plan sponsors participating in the survey. As expected, the data shows the continued trend toward reducing or eliminating retiree health care coverage, which generally began with the introduction of retiree welfare accounting standards in the early 1990s for private employers.

## Exhibit 1 : Type of Coverage Provided to Eligible Populations

*What Type of Retiree Medical Coverage Does Your Firm Currently Provide?*

(n=345)





**Agenda Briefing**

**Prepared by:** James E. Hayes, Director  
**Department:** Office of Budget & Grants Management  
**Date Prepared:** September 07, 2020      **Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 11, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 09, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	County Council – Discretionary Spending		

**Recommended Action:**

Staff does not have any recommendation; however, staff wishes to provide Council with the budgetary impact of the fifty percent (50%) reduction in discretionary spending.

**Motion Requested:**

1. Move to approve the motion; or,
2. Move to deny the motion.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The FY21 budget currently has \$12,000 budgeted for each council member’s discretionary account for a total annual budgeted amount of \$132,000. A reduction of these accounts by fifty percent (50%) would have a budgetary impact of a savings to the General Fund (GF) budget of \$66,000 per year.

Additionally, each council member is budgeted \$3,500 in the Individual Travel Object Code as well as \$3,500 in the Employee Training object code. Council voted for these additions at the June 08, 2017 3rd reading of the FY18 Budget. These additions amounted to another \$77,000 being added to the GF Budget. Reducing these per council member allocations by 50% will further reduce the GF Budget by \$38,500 for a total savings of \$104,500 (\$66,000+38,500).

**Motion of Origin:**

We move to reduce the amount of discretionary funds available to individual council members; be it funds for training, travel and entertainment, printing materials, or otherwise, by one half of the currently authorized amount. This is to include funds reimbursed to council members as well, be it from a discretionary account or otherwise.

<b>Council Member</b>	Bill Malinowski, District 1; Joe Walker, District 6
<b>Meeting</b>	Special Called
<b>Date</b>	July 14, 2020

**Discussion:**

Richland County Council approved during the 3rd reading of the FY18 budget on June 08, 2017 to increase discretionary spending from \$7,000 per council member to \$12,000 per council member to allow for the use of advanced communications methods for greater community outreach and constituent services. This increased the budget for discretionary spending from \$77,000 to \$132,000.

**Attachments:**

1. 3rd reading FY18 Budget Council Minutes

Mr. Malinowski inquired if the motion is for \$50,000 for both of the organizations or each individual organization. The motion is for each organization to be funded at \$50,000 per year.

Ms. Myers requested Mr. Seals to clarify the funding level.

Mr. Seals stated the funding level is as stated for both organizations.

Ms. Kennedy inquired about the location of the organizations.

Mr. Manning stated SC HIV AIDS Council is located across from the new United Way building on Laurel Street and the Palmetto AIDS Life Support Services is located at the old Midlands Shopping Center on Two Notch Road. Each of the organizations has their own Board of Directors.

Ms. Kennedy inquired as to when Palmetto AIDS Support Services came into existence.

Mr. Manning stated they were the first AIDS service organization in South Carolina and was incorporated in 1985 and has been in continuous service. The SC HIV AIDS Council was incorporated in the early 1990s.

Ms. Myers stated they are both small agencies that do not operate on huge budgets, but they service a population that is underserved in Richland County. Even if they were both funded at \$50,000 with Richland County being the County with highest incidents of HIV and AIDS, they are both woefully underfunded.

Ms. Kennedy inquired why the two organizations could not be combined and why the County is funding two similar organizations.

Ms. Myers stated she is not sure if their missions are incongruent. There are so many AIDS patients in the community she does not feel it is harmful to fund them both.

Ms. Kennedy stated she knows there is a great need in the County. She just feels they could combine the two small agencies.

Ms. Myers stated the suggestion of combining the agencies could be discussed in the future.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Malinowski
Rose	Kennedy
C. Jackson	
N. Jackson	
Dickerson	
Livingston	
Myers	
Manning	
McBride	

The vote was in favor.

**I move that the Council Services budget be enlarged to include a line item of \$3,500 for training and education for each Council member (total of \$38,500) and \$3,500 for travel to training events per Council member (total of \$38,500). Currently the budget includes no money for Council training and development, which is a crucial oversight, given the size and scope of the County's budget and programs and the citizens' reasonable expectation of a professional Council [MYERS]** – Ms. Myers moved, seconded by Mr. N. Jackson, to approve this item.

Mr. Pearce inquired if this would be an addition to the \$7,000 Council Discretionary Account.

Ms. Myers stated it would be in addition. She feels it is critical feature when the Council is responsible for managing matters such as the Transportation Penny, County Budget, etc.

Mr. Pearce stated the expense accounts used to be \$1,500 and it was increased to \$7,000 for training and travel; therefore, he would have a hard time justifying the funding.

Mr. C. Jackson stated he supports the motion by Ms. Myers. For the Council to have some training seems significant. If you attend the training and come back and apply it to the meetings can be very helpful. He further stated doing one constituent mail out almost completely absorbs the funding and there would be no money left to even communicate effectively with the constituents.

Mr. Livingston stated he is going to support this because his colleagues say they need this to provide the citizens of the County with the constituent services they need. For those colleagues that do not feel they need it, do not spend the funding.

Ms. McBride stated she wanted to go on the record as supporting this issue. She feels it is a critical need.

<u>FOR</u>	<u>AGAINST</u>
C. Jackson	Pearce
N. Jackson	Rose
Dickerson	Malinowski
Livingston	Manning
Kennedy	
Myers	
McBride	

The vote was in favor.

**I move that the Council Services budget be enlarged to include an additional \$5,000 per member for constituent services. Currently, the budget reflects \$7,000 per Council Member, which equates to less than 18 cents per constituent. Raising the figure would allow for use of advanced communications methods for greater community outreach and constituent service. [MYERS]** – Ms. Myers moved, seconded by Ms. McBride, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
C. Jackson	Pearce
N. Jackson	Rose
Dickerson	Malinowski
Kennedy	Livingston
Myers	Manning
McBride	

The vote in favor was unanimous.

**Increase outside agency Sistercare by \$9,364 for a total of \$20,000 [McBRIDE]** – Ms. McBride moved, seconded by Mr. N. Jackson, to approve this item.



**Agenda Briefing**

**Prepared by:** Jennifer Wladischkin, Procurement Manager  
**Department:** Finance, Procurement Division  
**Date Prepared:** September 9, 2020      **Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 09, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 09, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 09, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Termination of P-Card issuance/usage by elected & appointed officials		

**Recommended Action:**

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

- Immediately terminate the individual issuance and usage of government purchase cards by individual elected and appointed officials.
  - This means 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 agent.
  - For larger departments, backup personnel may need to be identified; however, the minimum number of persons practicable should be issued P-cards.
  - Each purchasing card agent will be assigned a P-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 purchasing card agent will be required to attend training for departmental purchasing and certify annually their understanding of the responsibilities associated with the County’s P-card program.

**Motion Requested:**

1. Move to approve the recommendation of staff to centralize purchasing within the offices of elected and appointed officials; OR
2. Move to terminate individual issuance and usage of government procurement (purchase) cards by elected and appointed officials [and subordinate staff] in Richland County.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The County participates in the State Contract Bank of America P-Card program. This program provides an annual rebate to the County based on spending. For the period of August 2018 to July 2019 the County received a rebate of \$18,189.80. Reductions in P-Card spending would impact the rebate amount received. Soft costs related to the standard purchase order process would have a negative fiscal impact as well. Based on a calculator created by Paramount Workplace, a company offering spend management solutions to organizations worldwide, the cost for Richland County to generate and pay a purchase order is approximately \$112. Eliminating the P-Card for EAO led departments is estimated to result in an additional 1,554 purchase order (PO) transactions per year. At \$112 per transaction, the elimination of purchase cards in the offices of EAOs could amount to approximately \$170,000 in costs to carry out those transactions.

**Motion of Origin:**

We move to immediately terminate the individual issuance and usage of Government Procurement Cards by elected and appointed officials in Richland County.

Council Member	Bill Malinowski, District 1; Joe Walker, District 6
Meeting	Special Called Council Meeting
Date	July 14, 2020

**Discussion:**

A Purchasing Card (P-Card) is a type of Commercial Card that allows the County to take advantage of the existing credit card infrastructure to make electronic payments for a variety of business expenses (e.g., goods and services). In the simplest terms, a P-Card is a charge card, similar to a consumer credit card. However, the card-using organization must pay the card issuer in full each month, at a minimum. As is the case with all purchasing mechanisms, there are both pros and cons associated with the usage thereof. The below chart enumerates some of these where purchase cards are concerned.

**PROS**

- Single and daily transaction limits in addition to an overall credit limit
- Reduces transaction cost of small purchases
- Program includes a rebate based on spending
- Widely accepted form of payment
- Allow for the restriction of merchant category codes (MCC)

**CONS**

- Spending limits are not tied to a budget
- Payment is made at the time of purchase
- Certain amount of cardholder autonomy
- Time allotted to reconcile transactions and statements with receipts



A blanket purchase order (BPO) is an alternative procurement method utilized by Richland County. The use of BPOs could be expanded to account for small purchasing needs where the P-card program is eliminated if it pleases Council. Pros and cons associated with the use of blanket purchase orders are listed in the below chart.

**PROS**

Ability to take advantage of payment terms  
County terms and conditions apply

**CONS**

Accountability- BPO is not linked to an individual  
Funding is relieved as invoices are paid, not as purchases occur  
High transactional cost

The County began working to establish a P-Card program in 2005. The program was created to assist in streamlining the small purchase process, establish a method of payment where standard processes (POs) are not accepted and improve operational efficiency. The County worked closely with Charleston County to design the program and create parameters related to its use. While staff research failed to identify any record of Council action as the impetus for this program, the program was initiated in 2007, via the issuance of 82 cards to various staff members, directors and (EAOs). Currently, there are 94 P-Cards issued to County staff and EAOs. There are certain EAO led departments where both staff and officials have P-Cards issued in their name and others where EAOs do not have individual P-Cards and, instead, rely on staff for purchasing [Attachment 1](#) indicates EAOs and their staff who currently have P-cards.

For the calendar year 2019, as a whole the County spent \$2,863,384.42 for 9,824 transactions utilizing the P-card program. This is an average expenditure of \$291.47 per transaction. Elected and Appointed Officials' departments accounted for approximately 17.6% of that spending, or \$504,110.79 for 1,554 transactions. The breakdown of the spend among EAOs can be found in [Attachment 2](#). A breakdown of all County P-card spend can be found in [Attachment 3](#). The County participates in the state contract for P-cards and receives an annual rebate based on spend. For the state's fiscal year August 2018 – July 2019 the rebate was \$18,189.80. This represents a cost savings since this rebate would not be realized with the use of the Purchase Order process.

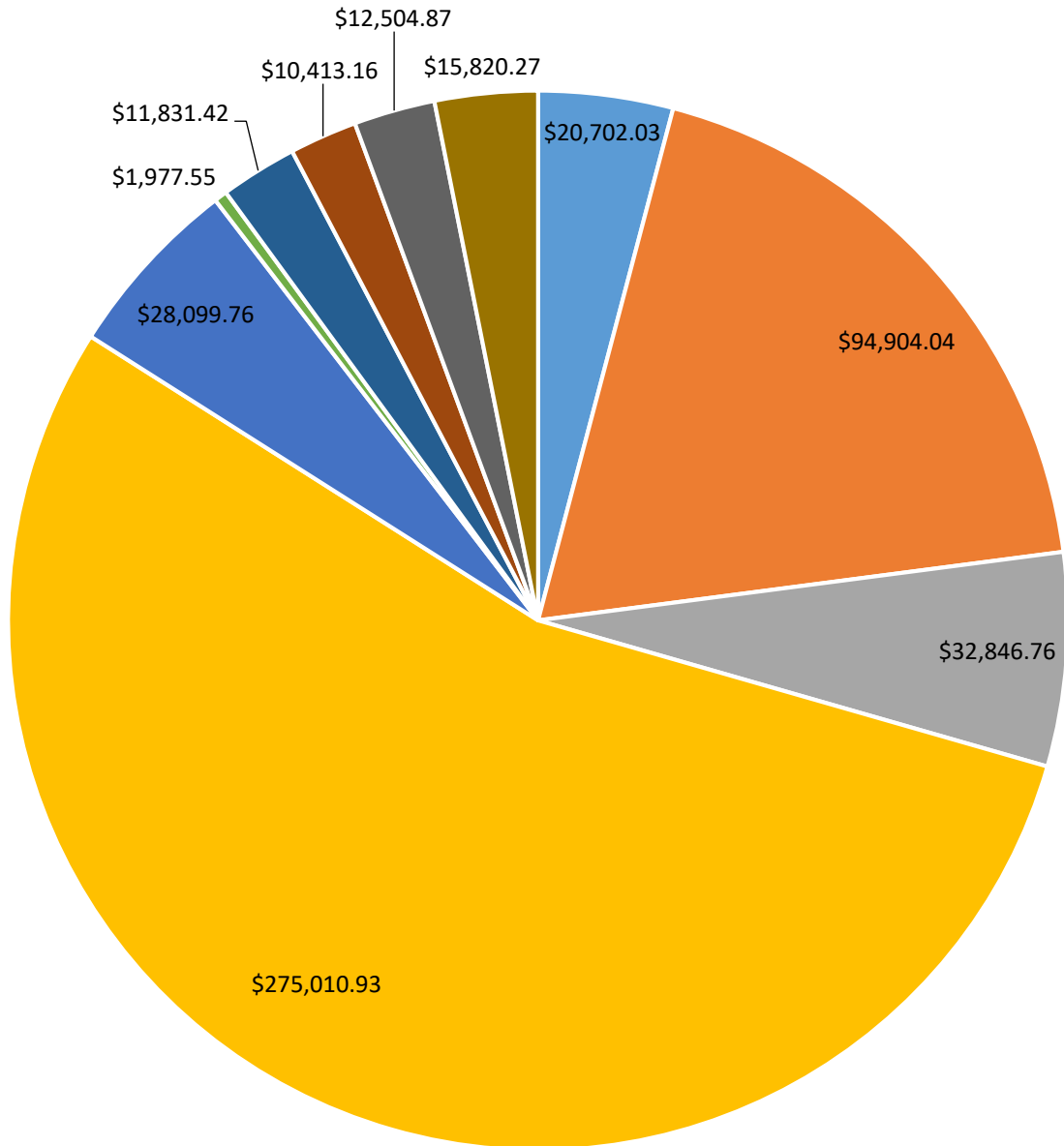
**Attachments:**

1. List of Elected and Appointed Official Department P-Card Holders
2. Breakdown of Elected and Appointed Officials Spend for calendar year 2019
3. Breakdown of all P-Card Spend for calendar year 2019

Attachment 1- Current A/E Department Cardholder List

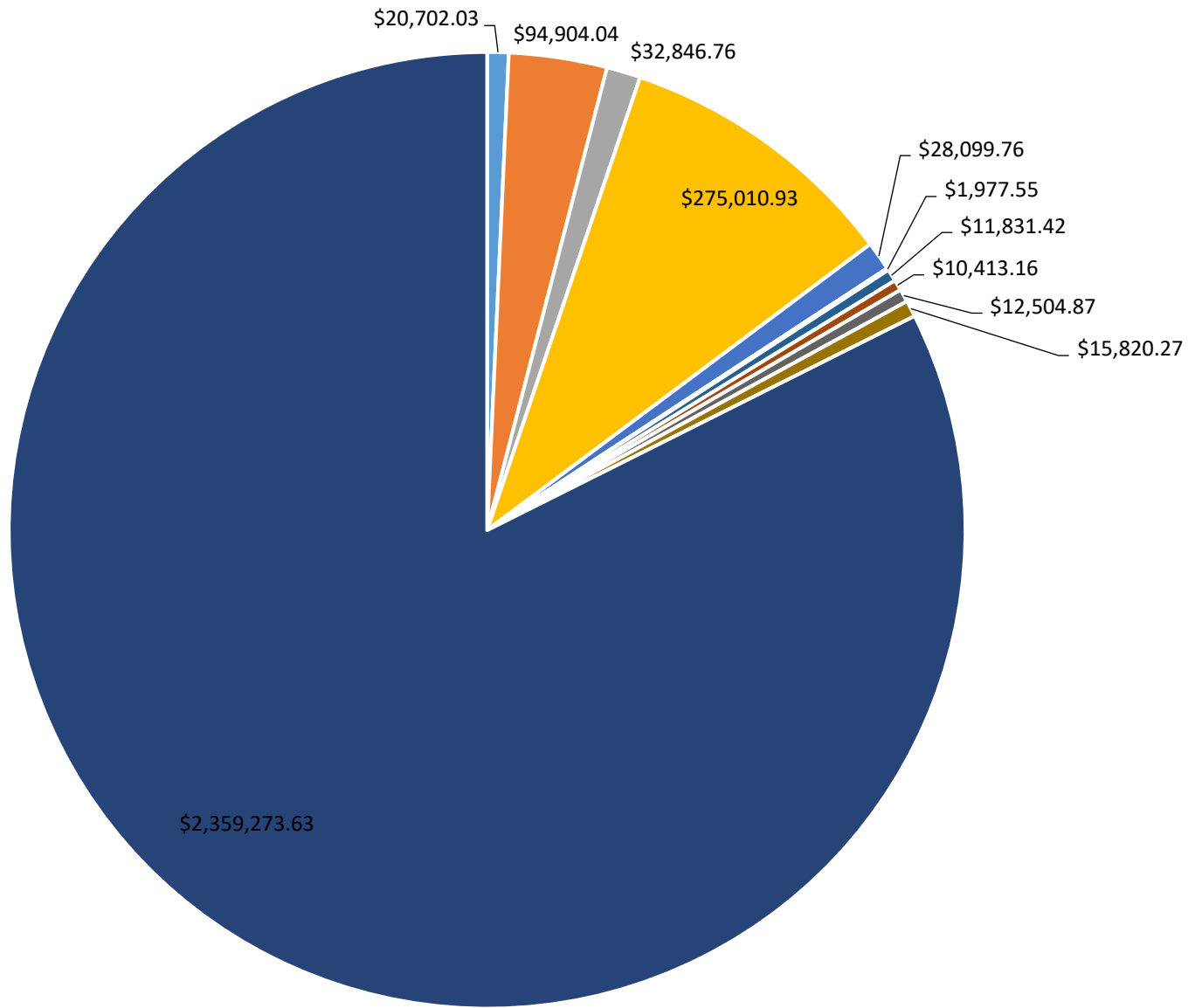
<b>CH Full Name</b>	<b>Grp Name</b>
Barber, Tina	AUDITOR
Brawley, Paul	AUDITOR
RICHARDSON, WAYNE	AUDITOR
McBride, Jeanette	CLERK OF COURT
RAWLS, CATHY	CORONER
WATTS, GARY	CORONER
DICKERSON, JOYCE	COUNCIL
KENNEDY, GWENDOLYN	COUNCIL
LIVINGSTON, PAUL	COUNCIL
Manning, Jim	COUNCIL
MCBRIDE, YVONNE	COUNCIL
Onley, Michell	COUNCIL
William, Malinowski	COUNCIL
Edmond, Tomothy C.	MAGISTRATE
McCulloch, Amy	PROBATE JUDGE
Cowan, Chris	SHERIFF
Godfrey, Brian	SHERIFF
Prodan, Chris	SHERIFF
Smith, James S	SHERIFF
Gipson, Byron	SOLICITOR
Yarnall, Theresa	SOLICITOR
DOVE, KENDRA	TREASURER
Stephens, Alexandria	VOTERS REGISTRATION

Attachment 2- Breakdown of Elected & Appointed Officials' Spend



Auditor Coroner Council Sheriff Solicitor Treasurer Voter Registration Magistrate Probate Clerk of Court

Attachment 3- Breakdown of All P-Card Spending



Auditor Coroner Council Sheriff Solicitor Treasurer Voter Registration Magistrate Probate Clerk of Court Other Departments