

# **RICHLAND COUNTY COUNCIL DEVELOPMENT & SERVICES COMMITTEE**

Bernice G. Scott  
District 10

Joyce Dickerson  
District 2

Greg Pearce  
District 6

Damon Jeter, Chair  
District 3

Doris Corley  
District 1

*February 28, 2006  
5:00 PM*

**Richland County Council Chambers  
County Administration Building  
2020 Hampton Street**

## **Call to Order**

**Approval of Minutes** – January 24, 2006: Regular Session Meeting [Pages 2 – 3]

## **Adoption of Agenda**

### **I. Items for Action**

**A. Sanitary Sewer Extension Agreement – Spring Hill Subdivision**  
[Pages 4 – 15]

### **II. Items for Discussion / Information**

**A. Draft Criteria for the Proposed Homeless Service Center**  
[Page 16]

**B. Update on Farmer's Market** [Pages 17 – 19]

### **III. Items Pending Analysis**

There are no items pending analysis.

## **Adjournment**

Staffed by: Joe Cronin

**Minutes Of**



***Richland County Council  
Development and Services Committee  
December 20, 2005  
5:00 PM***

*In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.*

=====

**Members Present:**

Chair: Damon Jeter  
Member: Bernice G. Scott  
Member: Joyce Dickerson  
Member: L. Gregory Pearce, Jr.

Absent: Doris M. Corley

**Others Present:** Paul Livingston, Joseph McEachern, Kit Smith, Valerie Hutchinson, Milton Pope, Michielle Cannon-Finch, Ashley Jacobs, Tony McDonald, Joe Cronin, Roxanne Matthews, Larry Smith, Amelia Linder, Chief Harrell, Michael Byrd, Jocelyn Jennings, Monique Walters, Stephany Snowden, Kendall Johnson, Jennifer Dowden, Rodolfo Callwood, John Hixson, Michelle Onley

**CALL TO ORDER**

The meeting was called to order at approximately 5:08 p.m.

**ELECTION OF CHAIR**

Ms. Scott moved, seconded by Ms. Dickerson to nominate Damon Jeter as Chair of the Development and Services Committee. The vote in favor was unanimous.

**APPROVAL OF MINUTES**

**December 20, 2005 (Regular Session)** – Ms. Scott moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

**ADOPTION OF AGENDA**

Mr. Pearce moved, seconded by Ms. Dickerson, to approve the agenda as distributed. The vote in favor was unanimous.

**I. ITEMS FOR ACTION**

- A. EMS Ambulance Purchase** – Mr. Michael Byrd, Emergency Services Director, briefed the Committee regarding this item. A discussion took place.

Ms. Scott moved, seconded by Ms. Dickerson, to accept staff's recommendation. The vote in favor was unanimous.

- B. Emergency Dispatch Projects** – Mr. Michael Byrd, Emergency Services Director, briefed the Committee regarding this item.

Ms. Scott moved, seconded by Mr. Pearce, to accept staff's recommendation. The vote in favor was unanimous.

- C. Installation of a Monitoring Well at Owens Downtown Airport** – Ms. Scott moved, seconded by Ms. Dickerson, forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

- D. SCDOT Grant Application for Highway 21 @ I-77 (Exit #24) Interchange Beautification** – Ms. Dickerson moved, seconded by Ms. Scott, to defer this item.

Ms. Dickerson withdrew her deferral. A discussion took place.

Mr. Ken Simmons gave a presentation regarding this item.

Ms. Dickerson moved, seconded by Ms. Scott, to forward this item to Council without recommendation. A discussion took place. The vote in favor was unanimous.

**II. ITEMS FOR DISCUSSION/INFORMATION**

- A. Performance Review of Solid Waste Contractors** – Mr. McDonald briefed the Committee regarding this issue. The Solid Waste Department puts out a "report card" on the collectors. The collectors are rated based upon the valid complaints the collectors receive each quarter.

A discussion took place.

**ADJOURNMENT**

The meeting adjourned at approximately 5:34 p.m.

Submitted by,

Damon Jeter  
Chair

The minutes were transcribed by Michelle M. Onley

## **Richland County Council Request of Action**

**Subject:** Sanitary Sewer Extension Agreement – Spring Hill Subdivision

### **A. Purpose**

The purpose of this report is to obtain approval of a “Sanitary Sewer Extension Agreement” for extending sewer service to the Spring Hill Subdivision.

### **B. Background**

The Spring Hill Subdivision is a new subdivision proposed for the northwest portion of Richland County near the intersection of Hwy 176 and Freshly Mill Road. A study was completed and presented to County Council with different alternatives for providing sanitary sewer service to this property. At the September 20, 2005 meeting, County Council approved Option “2” as presented to Council during a work session on this issue.

### **C. Discussion**

The Broad River Regional sewer system has been developed primarily by developers extending sewer lines to new subdivisions. The County has a sewer extension policy that will allow developers to recoup a portion of their investment in the sewer line extension if the other property owners connect to the new sewer lines.

The Mungo Company is proposing to extend a sewer line from an existing sewer line on Hwy 176 to their project site at the Spring Hill Subdivision. They also propose to upgrade several existing components of the Broad River Regional sewer system to increase capacity to accommodate the additional flow from this subdivision. This sewer extension will be constructed under the terms of a sanitary sewer extension agreement. County Council has previously authorized the County Administrator to execute sanitary sewer extension agreements without additional action of County Council. At the request of Council, this agreement is being brought to back for approval.

### **D. Financial Impact**

The Mungo Company plans to invest approximately \$2,165,250.00 in the extension of sewer lines and the upgrade of components of the existing sewer system. For their investment, the Mungo Company will receive sewer taps, equal to the value of their investment that may be used for the payment of connection fees for lots within their subdivisions. The Mungo Company will pay all cost associated with this sewer extension and therefore no additional funds should be required.

### **E. Alternatives**

1. Approve the Sanitary Sewer Extension agreement as presented.

2. Do not approve the agreement.

## F. Recommendation

It is recommended that County Council approve the “Sanitary Sewer Extension Agreement” for the extension of sewer service to the Spring Hill Subdivision as presented.

**Recommended by:** Andy H. Metts      **Department:** Utilities      **Date:** 2/8/06

## G. Reviews

### Finance

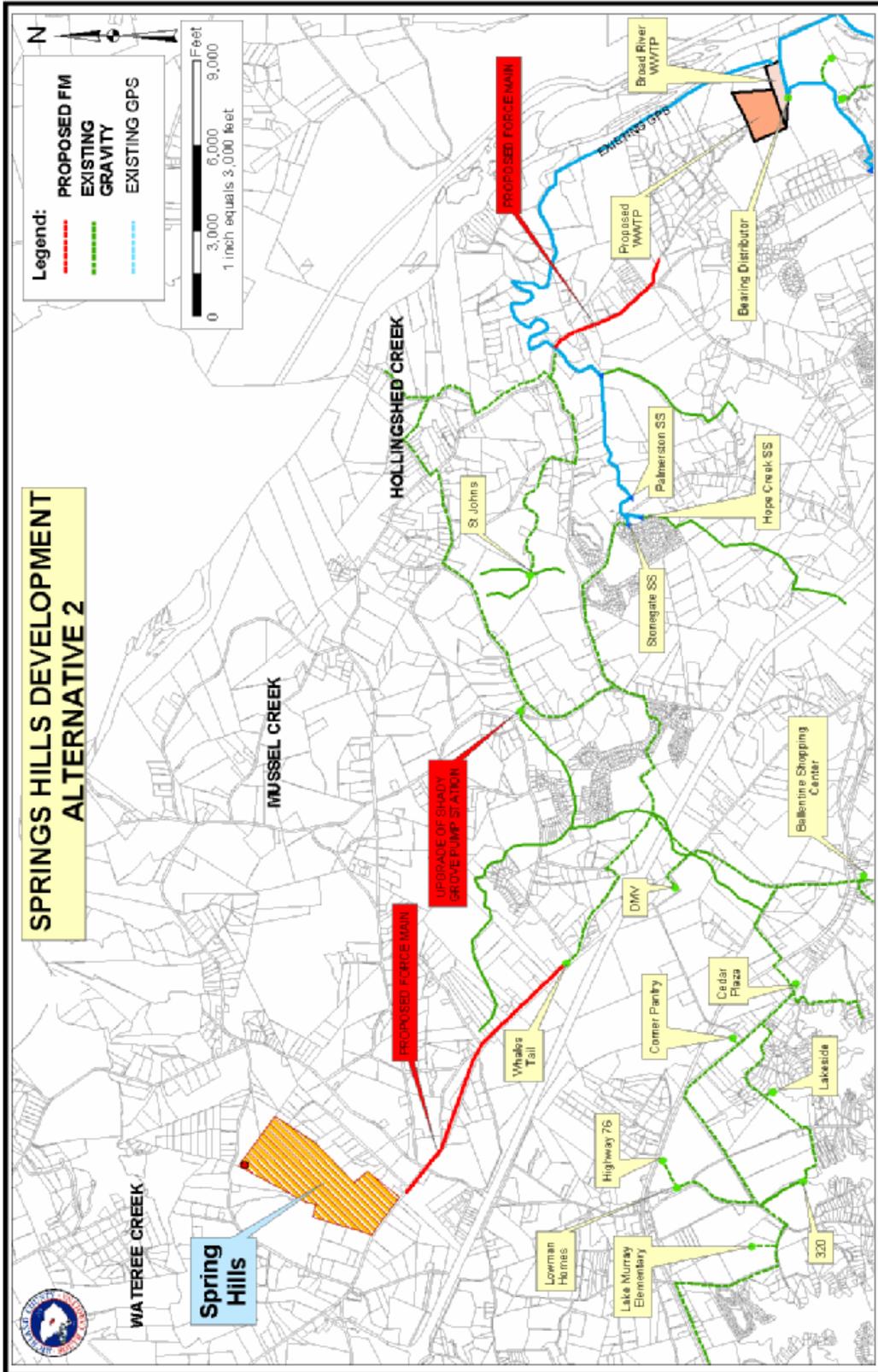
Reviewed by (Budget Dir.): Daniel Driggers      Date: 2/23/06  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Approval based on Utility Mgr recommendation. The alternative recommended includes returning 100% of the cost of extension to the company in the form of sewer taps which seems like it will generate ~1,000 taps placing some additional pressure on the current system. From a financial perspective, Council may want to consider evaluating the incremental cost impact on the County sewer system as a reduction to the 100% return to the company.

### Legal

Reviewed by: Amelia R. Linder      Date: 2-23-06  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

### Administration

Reviewed by: Tony McDonald      Date: 2/23/06  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Recommend approval based on the Council's prior approval of the route that the sewer line is to be constructed.



<u>Alternative</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>Developer's Cost</u>	<u>County's Cost</u>	<u>Advantage</u>	<u>Disadvantage</u>
1a	Construct a regional pump station on Wateree Creek and a force main to the BRR WWTP. Also gravity lines from PS to development	\$10,393,600	\$1,200,000	\$9,193,600	This alternative follows the County master sewer plan as drafted. It is the best long term solution.	Initial cost is expensive. Not enough customers initially to justify expense.
1b	Same as "1a" but includes a sewer interceptor line that will connect the Town of Chapin's WWTP to BRR and will eliminate Chapin's WWTP	\$13,313,100	\$1,200,000	\$12,113,100	This alternative follows the County master sewer plan as drafted. It is the best long term solution. It also has regional affects by eliminating Chapin's WWTP	Initial cost is expensive. Requires Town of Chapin cooperation.
2	New pump station and FM from development to existing FM along Hwy 176. Requires Shady Grove PS upgrade and Kinnerly Rd FM upgrade	\$1,518,285	\$1,518,285	\$0	Initial cost. Provides service to proposed development through RC sewer system.	Sewer lines down stream were not sized for this additional flow. Upgrades will be required to various components. Limits future growth in area near development.
3	Construct a temporary WWTP on Wateree Creek and gravity flow collector lines to development site.	\$5,100,600	\$1,200,000	\$3,900,600	Is an interim phase of sewer master plan implementation. Less costly than Alt. 1a or 1b. Easy to implement. Does not affect capacity in down stream sewer system. <b>Consultant's Recommended Alternative.</b>	Initial cost.
4	Temporarily allow developer to construct a PS & FM to connect development to Town of Chapin WWTP. PS and FM to be operated by RC. Wholesale treatment by Town to RC. Development would eventually connect to RC system when available. FM would be deeded to Chapin once development was disconnected.	\$720,000	\$720,000	(\$385,000) Initially. Future cost of connecting to RC system unknown.	Initial cost.	Does not comply with RC master plan or Regional 208 plan. Requires wholesale agreement with Town of Chapin. Investment in FM lost when development is connected to RC system.
5	Same as "4" but on a permanent arrangement with the Town of Chapin.	\$720,000 plus Town of Chapin sewer tap fees	\$720,000 plus Town of Chapin sewer tap fees	\$0	Initial cost.	Removes control of sewer system expansion from RC. Does not comply with RC or regional 208 plan.

**SANITARY SEWER MAIN EXTENSION AGREEMENT**

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
SANITARY SEWER MAIN EXTENSION  
AGREEMENT FOR: THE BAILEY TRACT OFF-  
SITE SANITARY SEWER EXTENSION RICHLAND  
COUNTY TMS 01700-04-12 BROAD RIVER ROAD  
REGIONAL SEWER SYSTEM

THIS AGREEMENT, entered into this 18<sup>th</sup> day of October 2005, is by and between the County of Richland, State of South Carolina (hereinafter referred to as the "County"), and The Mungo Company, Inc., (hereinafter referred to as "Developer"). This Agreement represents the whole agreement between the two (2) parties and supersedes and replaces any prior agreements, oral or written, between the parties regarding the subject matter of this Agreement.

RECITALS

WHEREAS, Developer desires to finance the design and construction of the sewer collection systems and improvements to existing systems to be known as the BAILEY TRACT OFF-SITE SANITARY SEWER PROJECT, as shown on Exhibit "A" (the Facilities).

WHEREAS, the Facilities generally consist of [i] 11,000± linear feet of twelve (12) inch sanitary sewer force main line and appurtenances, which will commence at the Bailey Tract, Richland County TMS No. 01700-04-12 , and run along Broad River Road to the vicinity of the Waterfall subdivision where it will interconnect to the existing fifteen (15) inch gravity sanitary sewer, and thence continue along Broad River Road to the vicinity of the Whales Tail where it will join an existing force main sanitary sewer line; [ii] 5300 +/- linear feet of twenty-four (24) inch force main sewer line and appurtenances, along Kennerly Road; and [iii] improvements to the existing Shady Grove sewer pumping station; all as shown on Exhibit A; and upon completion transfer the Facilities to the County for ownership, operation and maintenance.

WHEREAS, County agrees to accept, own, operate and maintain the Facilities upon completion pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and terms contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - RESPONSIBILITIES OF THE DEVELOPER

The Developer shall:

- (1) Have prepared final engineering plans and specifications for the collection system to be constructed. These plans and specifications shall be prepared by a registered professional engineer licensed to practice in South Carolina; shall conform to standards and design, construction and materials normally used and required by the County; and shall be submitted to the County and the South Carolina Department of Health and Environmental Control (hereinafter "DHEC") for review, approval and issuance of a construction permit; it being understood that the County shall not impose requirements in excess of those imposed by DHEC in connection with the construction of the Facilities.
- (2) Be responsible for obtaining all permits and approvals including, but not limited to, approved construction plans, SCDHEC construction permit, any required City, County or State highway right-of-way encroachment permits, S. C. Water Resources permits, public utility permits, and any required easements on private property. All easements shall be obtained in the name of the County.
- (3) Following the receipt of the construction permit from DHEC, the Developer will obtain a minimum of three (3) "quotes" from licensed utilities contractors for the construction of the project. These "quotes" shall be the price at which the quoting contractor is willing to contract for the construction of the facilities. The "quotes" shall be used for the determination of the "estimated total cost" provided below. The Developer shall not be required to employ any particular contractor and may use its own resources to construct all or a part of the Facilities.
- (4) Upon satisfactory completion of all items in section 3 above, award and administer the contract to insure construction of the Facilities is in accordance with the plans and specifications approved by the County and in accordance with all applicable laws and regulations. Payment of the total cost for the facilities shall be the responsibility of the Developer;
- (5) Deed good and marketable title to the Facilities, free of any liens or encumbrances, to the County upon completion of construction so that the County can legally own, maintain, and operate the Facilities, including transfer of all easements, rights-of-way, and all improvements thereon, relating to the Facilities; and
- (6) Provide as-built plans, design and construction cost data, to include a certification from the Developer's engineer of actual quantities installed and measured in the field, a

lien waiver form and a list of materials installed from the Contractor installing the Facilities.

- (7) The Developer shall obtain all easements in the name of the County for all easements related to the Facilities and shall advise the County prior to closing on the purchase of any easement of the proposed purchase price. In the event the County or the Developer believes the negotiated easement cost is excessive, County staff shall place on the next available meeting agenda of its Council or an appropriate committee thereof a request that it condemn any easement not acquired through negotiation. If Council does not approve condemnation, such easements may be acquired for the negotiated price. The Developer shall be reimbursed with sewer tap certificates for easement acquisition costs whether by condemnation or negotiation.
- (8) Guarantees the work done and materials furnished by him under this project to be free from defects for a period of two (2) years from the date of the permit to operate issued by DHEC. During the years of guarantee, the Developer shall correct any defects that may develop in work done or materials furnished under this contract. Should the Developer fail to correct defects in work, materials or equipment within seven (7) days after being notified by the County, the County may correct such defects and charge the cost to the Developer. In case any defect is an emergency, the County has the right to correct same and charge the actual cost to the Developer.

#### ARTICLE II - RESPONSIBILITIES OF THE COUNTY

The County shall:

- (1) Review, and, if acceptable, approve engineering plans for the Facilities;
- (2) Periodically inspect the construction process to ensure that construction is being performed in accordance with approved plans and specifications and sound engineering standards and principles;
- (3) Within ten (10) days of final DHEC approval, accept the completed Facilities for operation and maintenance, provided the Facilities are constructed in accordance with this Agreement and the Developer has otherwise performed its obligations hereunder (provided, however, that such acceptance shall not constitute a waiver of any rights the County may have against the Developer for breach of its obligations hereunder);
- (4) Upon proper transfer of the Facilities to the County, issue to the Developer non-transferable (except as provided

herein) sewer tap certificates as compensation for designing and constructing the Facilities based on actual costs or the maximum estimated total cost as agreed below, at the option of the County as follows:

- a. Sewer tap certificates shall be issued for the total cost to the Developer of the Facilities as the sum of the engineering fees, easement acquisition and condemnation costs, attorney's fees and the construction cost including materials and labor. The final total cost shall be determined by the County with construction cost being based on actual quantities installed and measured in the field. The estimated total cost, exclusive of easement acquisition and condemnation costs for the Facilities is agreed to be \$2,165,250. It is understood and agreed that the estimated total cost plus easement acquisition and condemnation costs shall be the maximum amount that the County will credit the Developer for the project, unless the County expands the scope of the project or quality of materials beyond that contemplated by Developer's engineers in making the foregoing estimate.
- b. The cost of all on-site sanitary sewers (those not included in the Facilities) shall be absorbed by the Developer with the exception of sewer lines that require over sizing to adhere to the County's Sewer Master Plan. If the County requires lines to be oversized, the Developer shall be issued sewer tap certificates for the difference in actual construction cost of the line size required by the County and that normally required to serve Developer's project. The Developer shall make provisions during the project bid process to obtain the difference in construction cost for the oversized system. The estimated difference in construction cost for the oversized system shall be included in the estimated total cost in paragraph 4(a).
- c. The number of the sewer tap certificates as specified in Article II, paragraph 4(a) shall be determined by dividing the total construction cost for each project by the County's established tap fee rate of \$2,200.00 per residential equivalent for that area. If a fractional certificate is involved, the number of certificates to be issued shall be rounded down to the next lower whole number. It is understood that the maximum number of sewer tap certificates issued under this Agreement, exclusive of certificates issued for easement acquisition and condemnation cost and over sizing cost, shall not exceed nine hundred eighty four (984).
- d. The tap certificates issued hereunder will have a ten (10) year usable life and will have a constant value

of \$2,200.00 throughout this life. The tap certificate issue date shall coincide with the date of the South Carolina Department of Health and Environmental Control's Permit to Operate.

Prior to the expiration of any sewer tap certificates at the end of ten (10) years, at the option of the Developer, tap certificates which would otherwise expire may be: [a] sold to end users, [b] assigned to specific lots, or [c] presented to the County for redemption. Upon such presentation for redemption, the County, at its option, shall redeem the tap certificates for cash or exchange the tap certificates for new certificates. If new certificates are issued they will have a life of ten (10) years and shall be subject to the provisions hereof, including, without limitation, the rights of the Developer at the end of ten (10) years as provided in this subsection. The Developer may, but shall not be required to do so, consign any or all of the tap certificates issued for redeemed certificates to the County for sale. The County shall sell any consigned certificates alternatively (every other) with its certificates (i.e. one of the Developers certificates will be sold for each of the County's certificates sold). Proceeds from the sales of the Developers certificates will be remitted to the Developer monthly within ten (10) days after the end of the month in which the sale took place.

The Developer will have the exclusive right to sell tap certificates for use within properties served by the Facilities and within its or its affiliates subdivisions and properties as long as it has certificates available for sale.

### ARTICLE III - TERM OF AGREEMENT

Developer must begin construction within one (1) year of the date hereof and complete the Facilities and transfer the Facilities to the County within two (2) years from the date of the Agreement. Should the Developer not begin and finish its construction of the Facilities within such periods, the County may terminate this Agreement without any further liability on its part. The County reserves the right to amend or terminate this agreement in whole or in part in the event a third party needs to construct any part or all of the Facilities prior to the Developer beginning construction.

ARTICLE IV - COMPLIANCE WITH LOCAL LAWS

The Developer shall comply with all applicable laws, ordinances and codes of the State of South Carolina and the County of Richland and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

ARTICLE V- INDEMNIFICATION

The Developer agrees to indemnify the County for all damages, costs (including reasonable attorneys' fees), or other expenses which the County may incur as a result of a breach of the Developer's obligations hereunder.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal the year and day of the first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF RICHLAND

By: \_\_\_\_\_

Governing Body of Richland  
County  
Duly Authorized Officer

WITNESSES: -

*James Mitchell*  
*Vivian M. Brewer*

THE MUNGO COMPANY, INC.

By: *[Signature]*

Its: *V.P.*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE NO. 1

**Personally appeared before me, the** undersigned witness,  
who being duly sworn says: That (s)he saw the within named  
The Mungo Company, Inc., by William J. Dixon, its Vice President  
sign, seal and as its act and deed, deliver the  
within-written Agreement, and that (s)he with the other witness,  
whose signature appears above witnessed the execution thereof.

Janice Mitchell

SWORN to before me this the 18<sup>th</sup> day  
of October, 20 05

Joan Dalton (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires Sept 29, 2013



## **Draft Criteria for the Proposed Homeless Service Center**

Submitted by the Blueprint Site Selection Panel

November 30, 2005

1. The ideal site will be two-five acres.
2. The site will include or accommodate a 50,000 square foot building with adequate parking space. Existing buildings on potential sites will accommodate the space requirement or have the capacity to be redeveloped into a 50,000 square foot facility.
3. The site will have the potential for additional development for expansion of the facility or to accommodate service providers who might want to relocate or set up satellite offices.
4. The site will offer reasonable access to public transportation.
5. Safety and security for residents and the neighborhoods will be an important consideration.
6. The site will have the potential to be developed into a comprehensive, quality homeless service facility.
7. The site will be located in Richland County or Lexington County.
8. Preference will be given to the most economically feasible site.

## **Farmers' Market Update**

Staff met with vendors on February 2, 2006 to discuss the RFP process for the Design / Build. A single project manager for the Design / Build is proposed to ensure accountability and quality control at the new Farmers' Market.

A memo was mailed to the vendors on February 15, 2006 (attached) requesting information for inclusion in the RFP. Vendors are to submit their information no later than Friday, March 3, 2006.

Once this information is received, an RFP for the Design / Build will be created. The vendors will then have the opportunity to review the document. The RFP will then go to Council for approval.

Bids will be received, and the vendors will be part of the evaluation team that will make its recommendation.

Once a firm is chosen, staff from the firm will meet with the vendors to determine specific building requirements. After these meetings, the buildings will be designed according to each vendor's specific requirements.

# RICHLAND COUNTY GOVERNMENT



## Office of the County Administrator

**To:** Farmers' Market Vendors  
**From:** Roxanne Matthews  
**Date:** February 15, 2006  
**Subject:** Design / Build RFP

As a follow-up to our meeting held February 2, 2006, we are collecting information to develop the RFP for Design / Build.

The following information is requested from each of the participating vendors as it applies to their needs:

1. Square footage requirements
2. Cooling requirements
3. Truck Bays
4. Warehouse requirements
5. Office and Admin requirements
6. Dock height and type
7. Loading from rear
8. Budget
9. New food safety needs

Please keep in mind that we are requesting **GENERAL INFORMATION** at this stage. Specific numbers aren't required right now. We just need to get a feel for what each vendor's requirements are.

Please submit this information to me no later than **Friday, March 3, 2006 at 5:00 p.m.** (Contact information on enclosed business card.)

Once this information is received, it will go to the Richland County Procurement Department where it will be compiled into a Request for Proposals (RFP). At this point, the vendors will have the

opportunity to review the RFP. After this review takes place, Richland County Council must approve the Design / Build. Once the approval is secured, the RFP goes out to bid. Once the bids come in, the evaluation process will take place. Vendors will participate on the evaluation team. The evaluation team will make its recommendation, and an engineer will be hired. The engineer will then meet with each vendor to determine specific information regarding building requirements. Once these meetings have taken place, the engineer will design the buildings.

If you have any questions, please feel free to contact me via email at [roxannematthews@richlandonline.com](mailto:roxannematthews@richlandonline.com) or at (803) 576-2057.