

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, APRIL 27, 2021

6:00 PM

ZOOM MEETING

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Overture Walker

County Council District 8

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

April 27, 2021 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. Regular Session: March 23, 2021 [PAGES 7-13]

3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. Request for approval of force main extension to connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to RCU sewer system at Point De Haven Road. TMS # 01315-01-14 and 01315-01-17 / CAP B-2021011 [PAGES 14-19]

 - b. Department of Animal Care – Animal Services Division – Intergovernmental Agreement with the Town of Arcadia Lakes [PAGES 20-24]

 - c. Department of Public Works – Solid Waste & Recycling Division - Award of a contract for Landfill Gas Control System [PAGES 25-29]

 - d. Department of Public Works – Engineering Division -CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads [PAGES 30-35]

 - e. Department of Public Works – Engineering Division -DHEC Grant Administration for Springwood Lake Community [PAGES 36-44]

 - f. Request from Chief Magistrate - Pontiac Magistrate Building Lease [PAGES 45-70]

- g. Request from Chief Magistrate – Bond Court Consolidation [PAGES 71-80]

5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

The Honorable Bill Malinowski

- a. 1. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all.
[McBride]

Status Update: Staff remains in communication with the maker of the motion, Vice Chair McBride, and continues its efforts to prepare information/documentation which fits the intent thereof.

6. ADJOURN



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



Richland County Administration and Finance Committee
March 23, 2021 –6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Overture Walker, and Jesica Mackey

OTHERS PRESENT: Paul Livingston, Allison Terracio, Cheryl English, Chakisse Newton, Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Ashiya Myers, Jani Hussain, Lori Thomas, Leonardo Brown, Clayton Voignier, Mike Maloney, Michael Byrd, Ronaldo Myers, Bill Davis, Randy Pruitt, Derek Pugh, Stacey Hamm, Risk Management, Elizabeth McLean, Dale Welch, Stephen Staley, Geo Price, Emerald Washington, Lauren Hogan, James Hayes and Dante Roberts

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00 PM.

2. **APPROVAL OF MINUTES**

- a. **Regular Session: February 23, 2021:** Ms. McBride moved, seconded by Mr. Malinowski, to approve the minutes as distributed.

Mr. Malinowski noted, on p. 10 of the agenda, there are three instances, at the end of the 2nd paragraph, it states, “...forward to Council with a recommendation to approve the proposed development.” He stated we are not approving proposed developments. They are only approving the fact there is sewer availability for these developments.

Ms. McBride moved, seconded by Mr. Malinowski, to approve the minutes as corrected.

In Favor: Malinowski, McBride, and Mackey

Not Present: J. Walker and O. Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. Malinowski requested the agenda be renumbered, so we can take up the time sensitive items first.

Ms. McBride moved, seconded by Ms. Mackey, to reorder the agenda items as follows: (F), (E), (A),(B),(C)and(D).

Ms. McBride inquired why Item 5 was pending analysis.

Ms. Thomas responded they are doing an analysis, which has revealed this study is very expensive. Their hope is to address this in the current budget process.

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Ms. McBride stated she did not believe a fiscal analysis is currently needed.

Ms. Thomas responded, in order to make any changes, and appropriately make the decisions we have to have a disparity study done. The Administrator's thoughts were, to have these discussions, we need to be able to quantify what would be involved to make a recommendation.

Mr. Malinowski suggested discussing this item toward the end of the meeting.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

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- a. **Purchase of Portable X-ray Equipment for Coroner's Office** – Dr. Thompson introduced Dr. Bill Stevens, Forensic Anthropologist –Deputy Coroner, in regards to the acquisition of a \$41,000 x-ray machine. The item is before the committee to allow staff to pursue grant funding from DHEC.

Dr. Stevens stated he became aware of DHEC's Healthcare Preparedness Grant and decided it would be a great way to get funding for identified gaps in the Coroner's ability to respond to mass disasters and being more prepared for identifying human remains. Since 2016, they have had an anthropology lab, but continue to be reliant on PRISMA and outside consultants, for making images. This would increase their preparedness for multi-fatality situations. The dentist who has assisted him for 20 years is medically retired, so they do not have his pro bono use of x-ray anymore.

Ms. Mackey inquired if the grant had already been awarded, and the timeframe for reimbursement.

Dr. Stevens responded the advisory council for DHEC meet today. Once they give approval, they would begin the process of a contract. After the grant is awarded, they can make the purchases and have the County review it for reimbursement. The deadline is June 30th for reimbursement. He noted he would keep the County Administrator updated with the exact dates.

Ms. Mackey stated, for clarification, if the grant is not awarded, they will not be able to be reimbursed.

Dr. Stevens responded they would not go through with the purchase.

Mr. Malinowski stated, for clarification, any purchase would have the stipulation that the grant would have to be awarded first.

Dr. Stevens responded in the affirmative.

Mr. Malinowski inquired if there is personnel qualified to operate this particular equipment.

Dr. Stevens responded they have a certified Radiology Technician.

Mr. Malinowski inquired if there will be any hidden costs (i.e. maintenance, contracts).

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Dr. Stevens responded it would be covered by a 5-year warranty by the company, and it should not require any additional expenses. If it breaks after the warranty expires, we would have to have it serviced.

Mr. O. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the purchase of the portable X-ray equipment and to accept the DHEC HPP Grant award.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- b. **Amendment to the Food Service Contract** – Mr. Brown stated this item was before the committee as a result of the pandemic since they were no longer able to utilize the same process of using a combination of staff and detainees.

Mr. Malinowski noted the detainees are still there and the food people are still coming into provide services. He does not see how the pandemic has prevented us from using detainees.

Mr. Myers responded the pandemic was a part of the issue. However, for the last three years, the type of detainees they were able to use, are no longer coming to jail. Now they are getting detainees sentenced to 15-30 days for disorderly conduct, or public drunkenness offenses, which have dwindled down due to COVID. The Detention Center is a pre-trial facility, and they were able to use sentenced inmates to do the labor intensive jobs, and the food service personnel would do the cooking. They have not been able to fulfill their end of the contract for food service.

Mr. Malinowski inquired how many sentenced inmates there are.

Mr. Myers noted, of the 690 inmates, about 25 were sentenced and are waiting to go to the Department of Corrections. He cannot use most of the sentenced inmates because they have been charged with either drug crimes or violent offenses, and could not be trustees for security purposes.

Mr. Malinowski noted this request was to be retroactive to October 2020. He inquired why this was not brought forward sooner.

Mr. Myers responded they were trying to fix it in-house with staff members, but they were not able to fulfill their obligations. The food contractor brought in additional people, and this would pay them back for the additional people they brought in since October.

Mr. Malinowski inquired if they could advertise for temporary employees.

Mr. Myers responded that would be a legal question. He does not see it being temporary until family court picks up and they get more civil detainees with long-term sentences.

Mr. O. Walker noted he knows there has been more emphasis placed on not detaining offenders when it comes to low-level crimes, and family court arrest warrants for those individuals behind on child support. He inquired, because of the impact of COVID, has the criminal justice system and the push not to arrest people for lengthy periods of time, had an impact on the retention of food service laborers.

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Mr. Myers responded COVID is a small part of the problem, but they had this problem prior to COVID.

Mr. O. Walker inquired as to when this issue began.

Mr. Myers responded this is a product of a three to four year trend. They have seen the detention center population decrease, which led to a decrease in qualified inmates that can work in food service.

Ms. McBride inquired if they would need additional funding in the new budget cycle.

Mr. Myers responded in the affirmative.

Mr. Malinowski inquired if the cost for staff meals is if they want to purchase a meal.

Mr. Myers responded they feed staff because they only get 30-minute lunch break, but they are on-call at all times.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council a recommendation to amend the Summit Food Service Contract.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- c. **Request for approval of willingness to serve for a proposed development, Ridge Road Subdivision, Old Leesburg Road, Tract (TMS # 225000-02-07) / CAP E-2020007** - Mr. Davis noted this is a willingness to serve letter, so Council can have full consideration of the developments.

Ms. Mackey inquired if the monthly sewer charge is \$64.03, instead of \$64.00.

Mr. Davis responded in the affirmative.

Mr. Malinowski requested the correct to be made before it goes to full Council.

Mr. O. Walker moved, seconded by Ms. McBride to forward to Council with a recommendation to approve the intent of Richland County Utilities' to serve the future development.

In Favor: Malinowski, McBride, O. Walker, and Mackey.

Not Present: J. Walker

The vote in favor was unanimous.

- d. **Request for approval of willingness to serve for a proposed development, Collins Cove Subdivision at Guise Road, Chapin, SC29036 (TMS # 01510-01-01) /CAP B-2021007** - Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to

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approve the intent of Richland County Utilities' to serve the future development.

In Favor: Malinowski, McBride, O. Walker, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- e. **FY22 Proposed Budget Calendar** - Ms. Thomas noted this year they are asking for an annual budget, with a proposed balanced 2nd year. One of the reasons is that COVID has significantly impacted us for the last two fiscal years. At this time, they believe it is going to carry into another fiscal year. With a proposed budget, they would not be looking at as many budget amendments, and they would not be asking Council to make a commitment based upon information that may not be accurate. They are also proposing four workshops to allow Council to appropriately vet the proposals. The budget books will be available by April 9th.

Mr. Malinowski noted this would eliminate the biennium budget and goes to an annual budget.

Ms. McBride inquired if it was a complete elimination of the biennium budget, or just due to COVID.

Ms. Thomas responded, at this point, it would be for the next two years, then we could consider it again.

Mr. Malinowski requested the recommendation reflect eliminating the biennium budget for the next two years, and then it can be reconsidered by Council.

Ms. Thomas responded in the affirmative.

Ms. Mackey moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to proceed with the preparation of a balanced annual budget for FY22 and a proposed balanced annual budget for FY23.

In Favor: Malinowski, O. Walker, and Mackey

Opposed: McBride

Not Present: J. Walker

The vote was in favor.

- f. **Approval of award of Engineering Services; Pavement Management Study (PMS)** - Mr. Maloney stated this began with Council in June 2020. We talked about staying with a data driven system for evaluating pavements, and which roads go in which sequence throughout the 11 districts in the County. This was done about 6 years ago, and the intention is to do it every 6 years. In between, they would conduct an observation review of the pavements to alter the pavement ratings. They would also use a computerized system. The last evaluation was done in connection with the Penny, and it covered all the roads in the County maintained by Public Works.

Mr. Malinowski noted, on p. 31, it states, "This was contracted by the Transportation Penny Department in order to prioritize which paved roads within the County Maintenance System

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needed to be repaired/resurfaced. He inquired if the current request is contracted or the one in July 2015.

Mr. Staley responded it was the one done in 2015.

Mr. Malinowski inquired, if it was done by the Transportation Penny Department, why would they not do it now.

Mr. Maloney responded he believes they were evaluating all the roads to line up their packages for resurfacing and road they were going to be doing. Those road packages are set. They are doing it for ongoing maintenance and continuation into the future.

Mr. Malinowski stated he would like to see the five response, and why Weston and Sampson were chosen.

Ms. Wladischkin responded she would provide it to the Clerk's Office for distribution to Council.

Ms. McBride inquired if the request for proposals was submitted with an amount or was it an open request.

Ms. Wladischkin responded they did not include a budget amount. They typically do not announce the budget for our projects. They let the vendors give us pricing, and then negotiate the fee structure for the highest ranked offeror.

Ms. McBride inquired if we looked at how we would distribute it to make sure every district receives pavement, or was that conducted by the evaluators.

Ms. Staley responded this is to get the information and rate all the roads in the County. After that, they can look at how to disperse the paving projects.

Ms. Mackey inquired about the turnaround time for completing the evaluation, if this company was selected.

Mr. Staley responded it usually takes about 6 months, but they will know for certain when they have the kick-off meeting with Weston and Sampson.

Mr. O. Walker, moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the award of a contract for engineering services for the Pavement Management Study (PMS) to Weston and Sampson for \$148,065.

In Favor: Malinowski, McBride, O. Walker, and Mackey.

Not Present: J. Walker

The vote in favor was unanimous.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**
- a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people**

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March 23, 2021**

of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride] – Mr. Malinowski inquired what Ms. McBride wanted to have done with this motion, so staff has a clearer idea of what she is looking for.

Ms. McBride responded she wanted staff to begin looking at how we do the evaluation, in terms of contracting it out, and what would be necessary. She would like for them to come back with other options in regards to the cost of a study, and to come back with an understanding of what needs to be done. The purpose is to have an outside evaluator. She would not want staff to evaluate themselves. Her issue was to begin to move this forward, with the understanding staff would come back to us with an amount, but to wait until the budget starts would put us too far behind. We would not have the chance to look at and adjust what needs to be done.

Mr. Malinowski inquired if there is any reason staff could not move forward by creating a request for proposal.

Ms. McBride responded that would help.

Mr. Brown responded that is possible, and they will follow-up with Ms. McBride.

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



Agenda Briefing

Prepared by:	Bill Davis		Title:	Director	
Department:	Utilities	Division:			
Date Prepared:	April 12, 2021	Meeting Date:	April 27, 2021		
Legal Review	Elizabeth McLean via email		Date:	April 16, 2021	
Budget Review	James Hayes via email		Date:	Aprl 19, 2021	
Finance Review	Stacey Hamm via email		Date:	April 16, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	Administration & Finance				
Subject:	Request for approval of force main extension to connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to RCU sewer system at Point De Haven Road. TMS # 01315-01-14 and 01315-01-17 / CAP B-2021011				

STAFF'S RECOMMENDED ACTION:

A Willingness to Serve Letter has been issued (see attached). Staff recommends that County Council approve the request to serve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 1 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). The force main extension is expected to be about 533 linear feet and a 4-inch pipe diameter. The owners will pay for the installation of the extension through a contractor. There is no cost for RCU to pay for this extension. Once installed and inspected by RCU it can be accepted. In addition, at build-out, the owners of the properties will pay a total of \$8000 in sewer tap fees, and monthly sewer service fee (64.03*2= \$128.06) to the County. The extension will also provide accessibility to another four to six properties at this location.

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

None.

REGULATORY COMPLIANCE:

If this request is denied, RCU may have to respond to the South Carolina Department of Health and Environmental Control (SC DHEC) confirming that we are denying sewer service to the development, even though sewer is available and accessible. The force main extension not only provides an asset to

the County but also will contribute positively to protect the environment since the parcels mentioned above are located near Lake Murray.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for sewer service connections approval before proceeding with the Delegated Review Program (DRP) to keep the council informed. Once RCU receives approval from County Council to serve the development, the developer can proceed with designing the system in accordance with the DRP.

The initial request for this development was received on April 1, 2021, from HB Engineering Company, Inc. for sewer extension availability for the proposed development. The proposed development, consisting of two single-family homes and the force main extension, is located at 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 as shown in Figure 1, a and b. The development will generate an average daily flow of 600 gallons per day (GPD) of wastewater. RCU staff evaluated the development following our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater.

RCU will treat the sewer at the Broad River Wastewater Treatment Plant. If the County Council denies the request for sewer service connection to our sewer system, the developer may decide to build individual septic tanks for each lot, which may cause an environmental issue in the future, and no additional sewer infrastructure or fees will be provided to the County.

The table below summarizes the project

Project Name	Project Address	TMS	Number of Units	Sewer/ Tap Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
Johnson Marina force main extension	2312 and 2314 Johnson Marina Road	R01315-01-14 and R01315-01-17	2	\$8000	\$128.06	Yes See Figure 2	

Figure 1: Location of the Proposed force main extension: TMS # R01315-01-14 and R01315-01-17

A.



B.

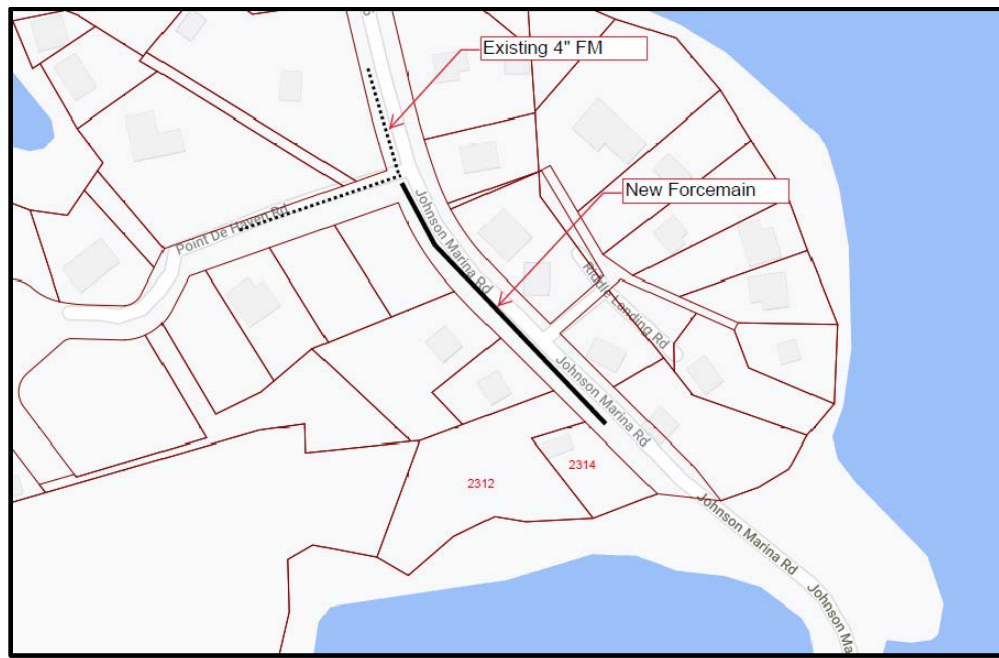
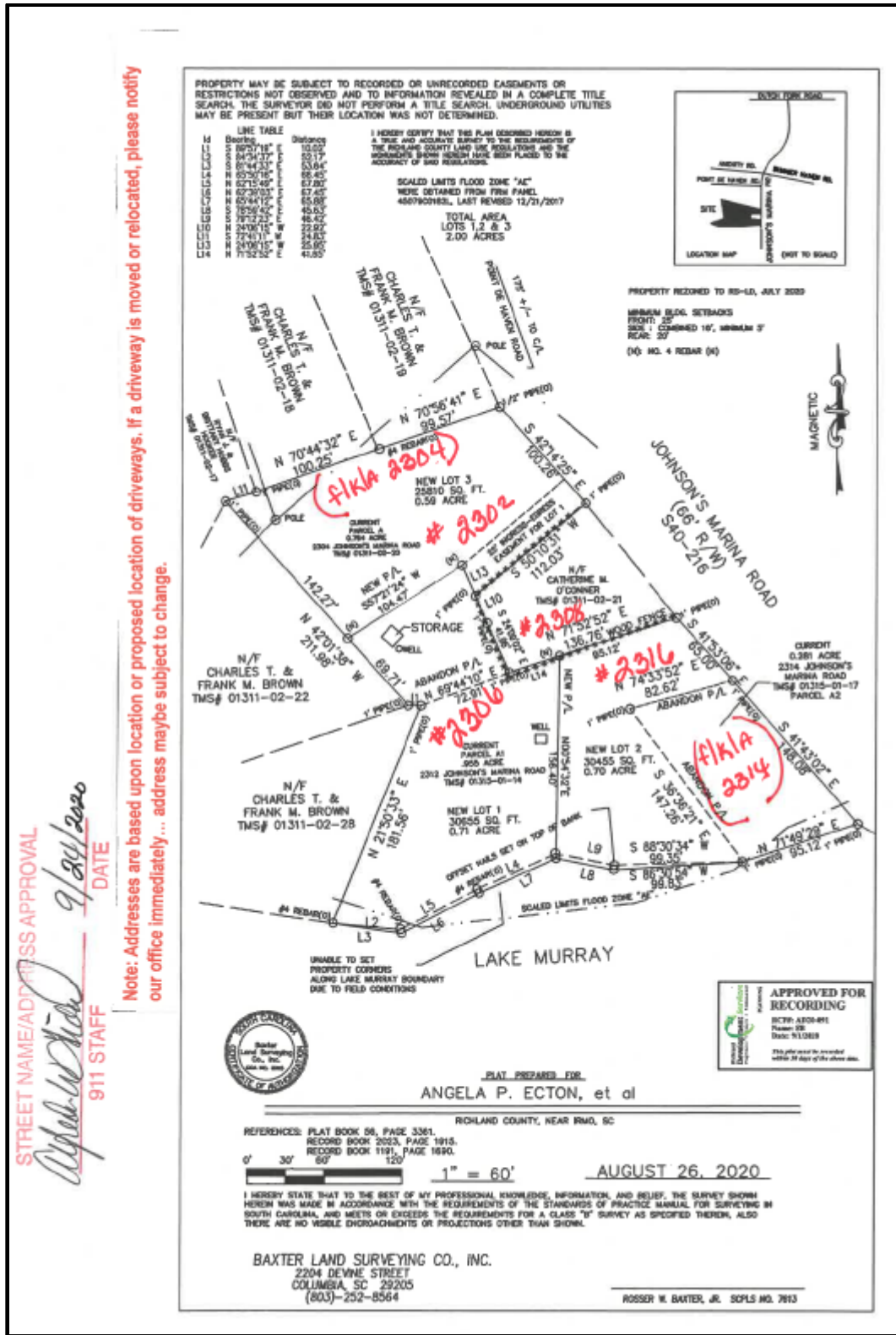


Figure 2: Zoning Information



Willingness to Serve Letter



April 8, 2021

Tom Britt
HB Engineering, Inc.
720 Old Cherokee Road
Lexington, SC 29072

John A. Ecton
Ecton Law Firm, PA

Re: Willingness to Serve Letter
Forcemain extention for 2312 & 2314 Johnson Marina Road
TMS # R01315-01-17

Dear Mr. Britt:

In response to your revised request on April 1, 2021, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities (RCU) currently has the capacity to serve 2 REUs with average daily flow of (600 gpd) for the development. To connect to RCU sewer system, a forcemain pipeline extension is required to run from the parcel mentioned above (2314 Johnson Marina Road) to the intersection of Johnson Marina Road and Point De Haven Road, where it will connect to an existing forcemain. The new forcemain would run in the right-of-way of Johnson Marina Road. In addition, the lift stations on the private properties to be owned and maintained by the above-listed home owners, each home owner would have a new residential type lift station with a 2" PVC discharge line that will connect to the new forcemain described above. There will be check valves and shut-off valves located near the road right-of-way for each connection.

Be advised, while sewer capacity may be available, we are not implying requirements for zoning and permitting in accordance with local jurisdictions have been met. RCU has no authority to approve or comment on zoning or other types of permits. This letter pertains only to sewer capacity and our willingness to provide sewer service. Please contact local authorities for any information regarding additional approvals.

Your request has been entered into our Capacity Assurance Program as CAP B-2021011 and will be presented to the Administration and Finance (A&F) Committee for approval of our request to serve the future development. If our request to serve is approved by the A&F Committee, it will be moved to the Council for final approval.

Upon Council's approval, you will be able to proceed with design and submit plans and specifications in accordance with our Delegated Review Program (DRP). Also, the developer will meet RCU regulations and SCDHEC R61.61 standards.



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

Sincerely,



William H. Davis, PE
Director of Utilities

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





Agenda Briefing

Prepared by:	Sandra Haynes	Title:	Director
Department:	Animal Services	Division:	Animal Care
Date Prepared:	April 12, 2021	Meeting Date:	April 27, 2021
Legal Review	Elizabeth McLean via email	Date:	April 14, 2021
Budget Review	James Hayes via email	Date:	April 14, 2021
Finance Review	Stacey Hamm via email	Date:	April 14, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Intergovernmental Agreement with the Town of Arcadia Lakes		

STAFF'S RECOMMENDED ACTION:

Staff recommends the approval of the intergovernmental agreement with the Town of Arcadia Lakes. This intergovernmental agreement will replace the agreement previously entered into with the Town for animal care services.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Currently, there are no funds explicitly dedicated to the budget for the intergovernmental agreement. An amendment is not necessary to carry out the duties associated with the intergovernmental agreement.

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

None.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

On November 5, 1979, Richland County entered into an agreement with the Town of Arcadia Lakes to provide animal care services. This agreement was entered upon the Town of Arcadia Lakes' desire to provide uniformity of animal control regulations in the best interest of its citizenry's health, safety, and general welfare. The agreement empowered Richland County Animal Care Officers to enforce the Town of Arcadia Lakes' animal control ordinance within its jurisdiction, provided that citations would be issued based on the Town of Arcadia Lakes code.

This agreement remained in effect until January 13, 2015; the Town of Arcadia Lakes revised the terms for practicality. The Town of Arcadia Lakes adopted the Richland County Animal Care Ordinance which effectively allows County Animal Care Officers to enforce and issue citations under Chapter 5 of the Richland County Ordinance. The Town of Arcadia Lakes desired to keep Town of Arcadia Lakes Ordinance Section 6-201, which restricts the keeping of hogs, pigs, cows, horses, goats, sheep, or chickens within the Town. The term of this agreement has expired.

The Town of Arcadia Lakes wishes to enter into a new agreement with a ten-year term. The Town of Arcadia Lakes did not request any other changes to the agreement.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Intergovernmental Agreement

and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of ten (10) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is

assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

RICHLAND COUNTY

By: Paul Livingston, Richland
County Council Chairperson

TOWN OF ARCADIA LAKES

By: _____
Its: _____

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Manager of Procurement
Department:	Finance	Division:	Procurement
Date Prepared:	March 31, 2021	Meeting Date:	April 27, 2021
Legal Review	Elizabeth McLean via email	Date:	April 12, 2021
Budget Review	James Hayes via email	Date:	April 12, 2021
Finance Review	Stacey Hamm via email	Date:	April 12, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Award of a contract for Landfill Gas Control System		

STAFF’S RECOMMENDED ACTION:

Staff recommends that Richland County Council approve the award of a contract for construction of a Landfill Gas Control System on Phase 2 and 3 of the Richland County Landfill (SC DHEC Permit 401001-1101) to Advance One Development, LLC in the amount of \$796,209.75, with an additional \$37,914.75 for contingency.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The project is funded through a General Obligation (GO) Bond and the Solid Waste budget. No additional funds are required. The Purchase Request (PR) number is R2101676.

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

None.

REGULATORY COMPLIANCE:

South Carolina Solid Waste Management Plan, R.61-107.19 Part V, Subparts C –

“c. Any permit issued under this section shall include such terms and conditions at least as protective as the criteria for Class Three landfills to assure protection of human health and the environment. Such permits shall: (1) Provide for the construction and operation of such facilities as necessary, for not longer than two years, unless renewed in writing by the Department; (2) Provide that the landfill receive only those types and quantities of municipal solid waste and nonhazardous wastes that the Department deems appropriate for the purposes of determining the efficacy and performance capabilities of the technology or process; (3) Include such requirements as necessary to protect human health and the environment, including such requirements as necessary for testing and providing information to the Department with respect to the operation of the facility; (4) Require the permittee of a Class Three landfill permitted under this section to submit an annual report to the Department showing whether and to what extent the site is progressing in attaining project goals. The report will also include a summary of all monitoring and testing results, as well as any other operating information specified by the Department in the permit; and, (5) Require compliance with all criteria in this part, except as permitted under this section.”

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

R.61-107.19 requires all permitted Class 2 & 3 Waste Management Disposal Facilities (Landfills) to conduct quarterly methane monitoring in accordance with the approved Revised Methane Monitoring Plan. During the third quarter of 2015, MM-13 and MM-15 began to show elevated methane readings requiring further investigation. The wells showing elevated readings are in an existing Volatile Organic Groundwater Plume. In a phased approach for better understanding, Phase 1 consisted of methane measurements in the existing passive vent system and the evaluation of that data. While some of the readings from the passive system exhibited lower methane concentrations, it was determined that the passive system was not able to penetrate the original clay cap and provide accurate readings. Wells penetrating the gas interceptor trench were exhibiting higher than expected methane readings indicating that gas migration was happening from the North, flowing to the South.

Phase 2 was then implemented. Phase 2 involved the installation of additional methane monitoring wells that did penetrate the clay cap and analyzing that data. Information derived from the sampling of those new wells confirmed the earlier suspicion of migrating methane. Phase 3 consisted of soil gas sampling from the area with the highest concentrations. Methane and non-methane Volatile Organic Compounds (VOCs) were discovered in numerous samples. The VOCs detected were observed in the soil as well as aqueous samples indicating the transition from a gas to the groundwater. This information validates the original theory that the methane is migrating laterally across the landfill and

impacting groundwater. This makes a mechanical removal of the gas (Landfill Gas Control System) necessary to remove the methane as it is generated and relieve the pressure from the groundwater layer.

The installation and operation of the Gas Control System will allow Richland County to maintain compliance with the Solid Waste Management Regulation R.61-107.19 Part V, Subparts C and E. The Landfill Gas Control System will mitigate the migration of methane and non-methane VOCs. This system will remove the primary source of groundwater contamination at the landfill. Without the installation of the Gas Control System, methane will continually build and migrate. This will allow the transition from a gas to the aqueous layer (groundwater) beneath the landfill and offsite beyond the landfill boundaries. Without the system, Richland County is potentially exposing itself to expensive ground water remediation depending on how far the plume continues to move.

The information obtained from monitoring the situation, recommendations from the Consulting Group and SC DHEC all conclude that installation of the Landfill Gas Control System will alleviate a significant portion of VOC contamination while removing the migrating gas before it can contribute to groundwater pollution.

Request for Bids RC-402-B-2021 was issued on February 19, 2021. Four bids were received on March 23rd. Both the engineer for the project and Procurement concur that Advance One Development, LLC is the lowest responsive, responsible bidder.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Bid Tabulation
2. Landfill Gas System Drawing

Attachment 1

RC-402-B-2021

Landfill Gas Expansion Project

	Advance One Development, LLC	Blue Flame Crew, LLC	Carlson Environmental Consultants, PC	scs field services
Total Cost	\$ 796,209.75	\$ 1,200,444.0	\$ 941,409.0	\$ 839,125.35

Attachment 2

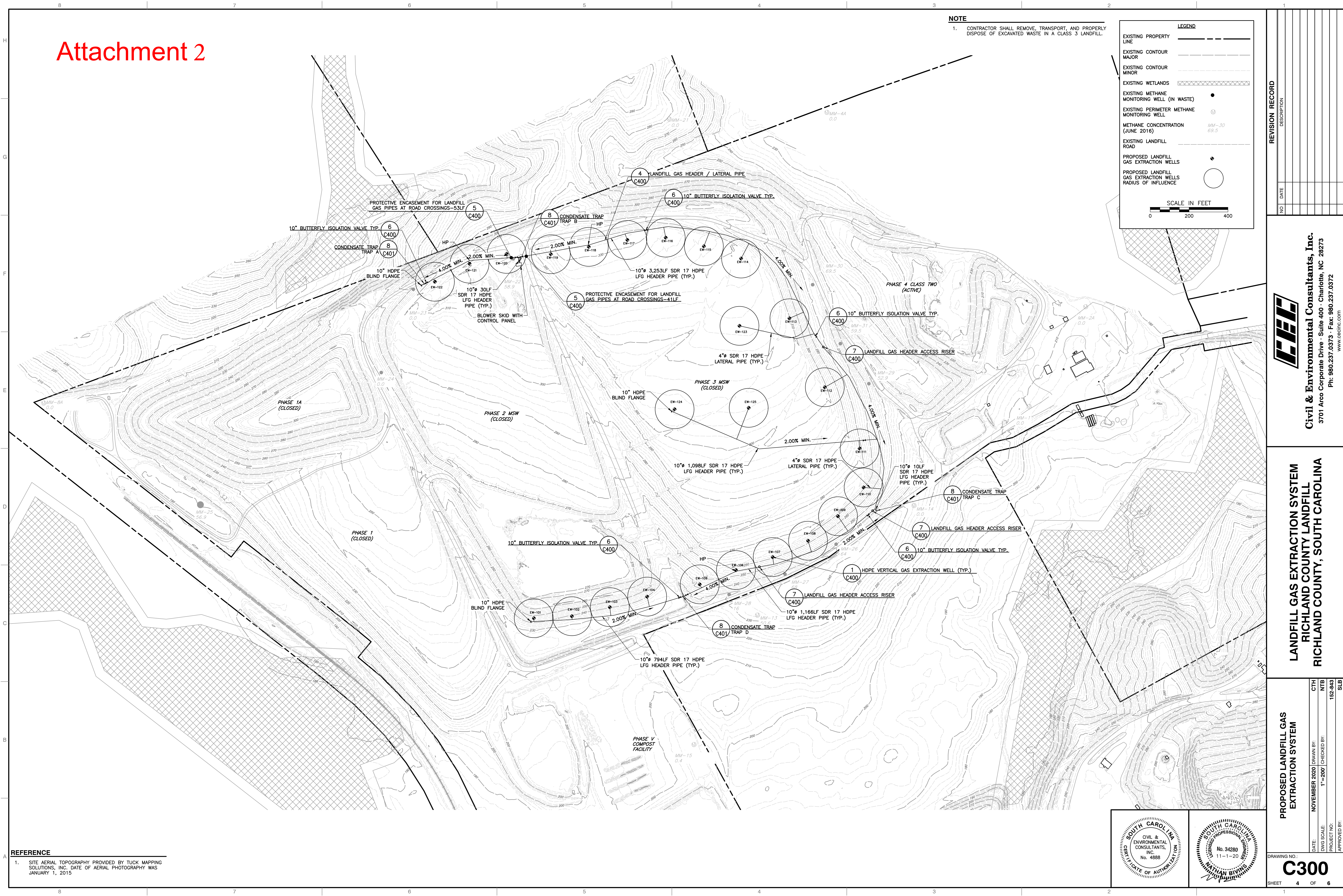
NOTE

1. CONTRACTOR SHALL REMOVE, TRANSPORT, AND PROPERLY DISPOSE OF EXCAVATED WASTE IN A CLASS 3 LANDFILL.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WETLANDS
- EXISTING METHANE MONITORING WELL (IN WASTE)
- EXISTING PERIMETER METHANE MONITORING WELL
- METHANE CONCENTRATION (JUNE 2016)
- EXISTING LANDFILL ROAD
- PROPOSED LANDFILL GAS EXTRACTION WELLS
- PROPOSED LANDFILL GAS EXTRACTION WELLS RADIUS OF INFLUENCE

SCALE IN FEET
0 200 400



A:\2015\152-641-CADD\Comp\2017 LPS Migration System\2020 Area\152641-C300-PROPOSED LANDFILL GAS LAYOUT\LANDFILL GAS LAYOUT\152641-C300-PROPOSED LANDFILL GAS LAYOUT.dwg (1/24/2021 11:28 AM)

REFERENCE

1. SITE AERIAL TOPOGRAPHY PROVIDED BY TUCK MAPPING SOLUTIONS, INC. DATE OF AERIAL PHOTOGRAPHY WAS JANUARY 1, 2015

REVISION RECORD

NO.	DATE	DESCRIPTION

CEC

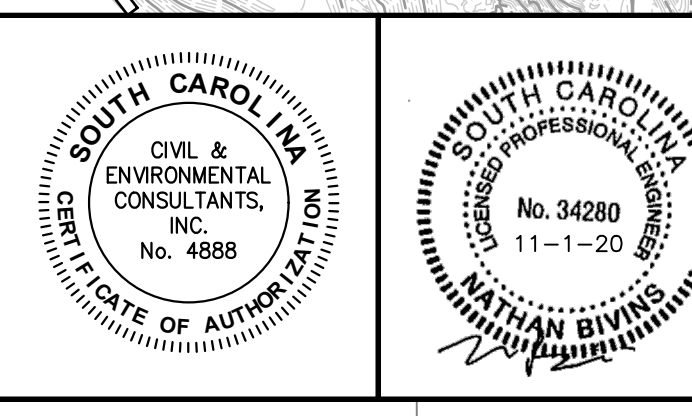
Civil & Environmental Consultants, Inc.
 3701 Arco Corporate Drive - Suite 400 - Charlotte, NC 28273
 Ph: 980.237.0373 - Fax: 980.237.0372
 www.cecinc.com

**LANDFILL GAS EXTRACTION SYSTEM
 RICHLAND COUNTY LANDFILL
 RICHLAND COUNTY, SOUTH CAROLINA**

PROPOSED LANDFILL GAS EXTRACTION SYSTEM

DATE: NOVEMBER 2020 DRAWN BY: CTH
 DWG SCALE: 1"=200' CHECKED BY: NFB
 PROJECT NO: 152-643
 APPROVED BY: SLE

DRAWING NO: **C300**
 SHEET 4 OF 6





Agenda Briefing

Prepared by:	Stephen Staley, PE		Title:	County Engineer	
Department:	Public Works (DPW)	Division:	Engineering		
Date Prepared:	April 2, 2021	Meeting Date:	April 27, 2021		
Legal Review	Elizabeth McLean via email		Date:	April 13, 2021	
Budget Review	James Hayes via email		Date:	April 13, 2021	
Finance Review	Stacey Hamm via email		Date:	April 13, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
Committee	Administration & Finance				
Subject:	CTC Funding Request for Intersection Improvements at Hobart and Farrow Roads				

STAFF'S RECOMMENDED ACTION:

The Engineering Division Staff of the Department of Public Works (DPW) is seeking approval from County Council for a project to improve the intersection of Hobart and Farrow Roads and to submit a project funding request to the County Transportation Committee (CTC).

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is estimated to cost approximately \$1,000,000. If the project is approved by County Council, a "C" Fund Grant from the County Transportation Committee (CTC) will be requested.

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

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin; however, it does relate to a County project to improve access to the nearby Brookhaven neighborhood.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

These improvements are necessary due to the existing Hobart Road realignment and new rail crossing project that will be under construction in the future. Once this realignment takes place, a recently-completed study shows a large increase in traffic at this intersection. This intersection will need turn lanes and traffic signals to compensate for the increase. A sketch of the proposed improvements and a preliminary cost estimate are attached.

In northeast Richland County, the Norfolk Southern Railroad line presents a traffic barrier between I-77 and Richland School District Two facilities on the west side and Longtown, Lake Carolina, and numerous other communities on the east side. As a result, traffic is concentrated at two major crossings of the Norfolk Southern line: Clemson Road and Rimer Pond Road. Hobart Road provides a third, additional connection between Longtown Road and Farrow Road (SC 555) that provides the next largest roadway network connection to these communities.

Hobart Road is a two-lane, state-maintained facility (S-40-2074) with a posted speed limit of 45 miles per hour (mph) from Farrow Road to the first of two Norfolk Southern, at-grade rail-highway crossings (Federal Railroad Administration [FRA] crossing number 916959N). Hobart Road extends eastward approximately 2,400 feet before a series of reverse curves in the form of 90 degree turns to the north and east. At crossing number 916959N, there is an industrial spur track at the beginning of the second 90 degree turn to the east. After this crossing, the road transitions ownership to Richland County and crosses the Norfolk Southern R-mainline track (FRA crossing number 715906J) and provides a connection to the Brookhaven subdivision via Murchison Drive and Wilkinson Drive.

Based on the June 28, 2018 FRA crossing inventory form, Norfolk Southern Railroad operates 14 trains per day through the crossing number 715906J (mainline track) with a typical operating speed of 30 to 40 mph (however, the maximum operating speed for this crossing is 50 mph). A review of the FRA crash history database revealed an August 4, 2008 crash report detailing a fatal train/auto collision resulting in two fatalities and two injuries at the crossing. An FRA Inventory for crossing number 916959N (industrial spur track) of November 8, 2016 does not indicate any train activity over the crossing, and there are no recorded crashes at this crossing. Both crossings are currently controlled by a crossbuck (R15-1) and a STOP (R1-1) Sign on each approach. A photo from the project site visit is included in Figure 1.2.

The residential development adjacent to and east of the Norfolk Southern Railroad track starting in 2004 transformed the previously rural land use to residential, placing a significant traffic demand on the roadway network and Hobart Road to provide an east – west connection across the Norfolk Southern rail line.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Currently, the Engineering Division Staff is finalizing the plans for the Hobart Road relocation. Construction could be underway as soon as late 2021. The timing of this construction with the Hobart and Farrow Roads intersection construction is critical as both projects should be coordinated and brought on line simultaneously.

ATTACHMENTS:

1. Existing Site Images
2. Preliminary layout sketch
3. Preliminary cost estimate



Hobart Road at Farrow Road Intersection



Hobart Road Railroad Crossings





Route: SC 555 (Farrow Road) at S-2074 (Hobart Road)
From:
Description: Intersection Improvements
Date: 1.15.2020
Prepared By: Kimley-Horn
Requested By:

OPINION OF PROBABLE CONSTRUCTION COST	
\$	918,000.00

Item No.	Description	Quantity	Unit	Price	Amount
1031000	Mobilization	1	LS	\$ 69,489.18	\$ 69,489.18
1032010	Bonds and Insurance	1	LS	\$ 7,991.26	\$ 7,991.26
1050800	Construction Stakes, Line & Grade	1	LS	\$ 3,474.46	\$ 3,474.46
1071000	Traffic Control	1	LS	\$ 69,489.18	\$ 69,489.18
1080300	CPM Progress Schedule	1	LS	\$ 694.89	\$ 694.89
2011001	Clearing and Grubbing within Right-of-Way	1	LS	\$ 13,897.84	\$ 13,897.84
2012001	Clearing & Grubbing Within Roadway	1	LS	\$ 10,423.38	\$ 10,423.38
3100320	Hot Mix Asphalt Base Course - Type B	1,460	TON	\$ 70.00	\$ 102,200.00
4011004	Liquid Asphalt Binder, PG 64-22	170	TON	\$ 555.00	\$ 94,350.00
4020320	Hot Mix Asphalt Intermediate Course - Type C	430	TON	\$ 55.00	\$ 23,650.00
4030340	Hot Mix Asphalt Surface Course - Type C	940	TON	\$ 65.00	\$ 61,100.00
	Grading	1	LS	\$ 55,591.34	\$ 55,591.34
	Signing and Striping	1	LS	\$ 20,846.75	\$ 20,846.75
	Traffic Signals	1	LS	\$ 120,000.00	\$ 120,000.00
	Erosion Control	1	LS	\$ 20,846.75	\$ 20,846.75
	Drainage	1	LS	\$ 20,846.75	\$ 20,846.75

Sub-total:	.....	\$ 694,891.77
Misc (20%)	.....	\$ 138,978.35
Construction Cost	.....	\$ 833,870.13
CE&I (10%)	.....	\$ 83,387.01
Total Cost	.....	\$ 917,257.14
Design Cost	.....	\$ 128,416.00

1. No right-of-way acquisition costs have been included in this estimate.
2. No stream impact/mitigation costs have been included in this estimate.
3. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



Agenda Briefing

Prepared by:	Stephen Staley, PE		Title:	County Engineer
Department:	Public Works (DPW)	Division:	Engineering (EGR)	
Date Prepared:	April 5, 2021	Meeting Date:	April 27, 2021	
Legal Review	Elizabeth McLean via email		Date:	April 21, 2021
Budget Review	James Hayes via email		Date:	April 13, 2021
Finance Review	Stacey Hamm via email		Date:	April 13, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Administration & Finance			
Subject:	SCDHEC Grant Administration for Springwood Lake Community			

STAFF’S RECOMMENDED ACTION:

The staff of the Engineering Division of the Department of Public Works are seeking approval from County Council to accept and administer a \$500,000 grant from SCDHEC for infrastructure improvements to stormwater and drainage systems in the Springwood Lake Neighborhood.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The grant amount for this project is \$500,000 and is provided by SCDHEC. A copy of the Draft SCDHEC Grant Pass-Through Agreement is included as an attachment. The County staff will limit the work to the scope that is covered by the grant amount. This will include replacing drainage pipes at two locations, Overpond Road and Creekwood Drive. The SC Department of Transportation will complete road base and pavement work which we have defined as beyond the grant scope and is needed to restore the use of Overpond Road and Creekwood Drive that have been closed since the 2015 flood. The neighborhood desires additional work on the ponds that they will be responsible to complete. Operation and maintenance of the roads will remain with SCDOT, operation and maintenance of the drainageways will remain with the HOA.

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

The County Attorney’s Office has reviewed the Agreement and has noted some issues. If Council approves the Grant, the County Attorney’s Office asks that approval be with the proviso the office be able to work with the department and DHEC to ensure the agreement accurately reflects the agreed upon actions and timeframes.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

A meeting was held with neighborhood residents on March 9, 2021. Attendees included Councilmember Barron, Director Maloney, County Engineer Staley, and SCDOT Resident Maintenance Engineer Magwood and various residents from the neighborhood. The purpose of the meeting was to understand the goals of the neighborhood and to develop a realistic scope for the project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Please see the attached meeting minutes that further define the scope of the work and responsibilities of each entity.

ATTACHMENTS:

1. Area Map
2. Draft SCDHEC Grant Pass-Through Agreement
3. Neighborhood Meeting Minutes



PASS-THROUGH AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

Richland County, SC

This Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC) and Richland County, SC existing under the laws of South Carolina, is to provide for the distribution of funds \$500,000 (the Funds) appropriated in 2019 H4000, Part IB, Section 34.

The parties agree as follows:

A. STATEMENT OF PURPOSE:

The purpose of the agreement is to provide funding to Richland County, SC in support of infrastructure improvements to stormwater and drainage systems. Recipient will use the funds as outlined in the supporting documents. This agreement furthers DHEC's statutory mission as authorized in South Carolina Code Section 48-1-10 to 48-1-350.

B. SCOPE OF SERVICES:

The Recipient shall utilize the funds to make infrastructure improvements to stormwater and drainage systems in the Spring Wood Lake Community as outlined in supporting documents.

C. TERM:

This Agreement shall be effective upon signature and shall terminate on June 30, 2021. Recipient's obligations under this Agreement shall survive termination.

D. PAYMENT:

1. Recipient shall submit a written request for payment not to exceed \$500,000 and shall include with the request, as required by Proviso 117.21:
 - a. An accounting of how the Funds will be spent (Planned Expenditure Summary); goals to be accomplished, proposed measure to evaluate success in implementing and meeting the goals.
 - b. A copy of the adopted budget for the current year (Funds Budget)

- c. A copy of Recipient's most recent operating financial statement.
2. Upon receipt and review of the Planned Expenditure Summary, Funds Budget, and financial statements, DHEC will transmit the funds to Recipient by check delivered to:

Gretchen Barron, District 7
Richland County
Administration Building
2020 Hampton Street
4th Floor Room 4036
Columbia, SC 29201
Email: barron.gretchen@richlandcountysc.gov

3. Source of Funds: State funds made available in the FY 20 Appropriations Act from Systems Upgrades as a one-time distribution per legislative direction, effective July 1, 2019. DHEC's Point of Contact for financial information regarding payments made under this Agreement:

~ Bruce C. Busbee, Director
Budgets and Financial Planning
SCDHEC
2600 Bull Street
Columbia, SC 29201

E. REPORTING REQUIREMENTS:

By June 30th, 2021, Recipient shall submit to DHEC a report containing a detailed accounting of its use of the Funds, the services completed, and the outcome measures used to determine the success of the stated goals in sufficient detail for DHEC to determine Recipient's compliance with the Scope of Services set forth in Paragraph B above.

F. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

- a. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Recipient shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
- b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal grant agreements or `s, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations.
- c. If Recipient, Recipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull

Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Recipient is required to inform Recipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Recipient must also inform recipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- G. USE OF FUNDS: Recipient will not use, expend, or allow use or expenditure of the Funds for any purpose not authorized in this Agreement. Unexpended funds distributed pursuant to this Agreement may be carried forward to succeeding fiscal years and expended for the same purposes.
- H. NON-DISCRIMINATION: Recipient represents and agrees that it does not and will not practice discrimination, or use the Funds for purposes which discriminate, against persons by virtue of race, creed, color or national origin.

The parties to the Agreement hereby agree to any and all provisions of the Agreement as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

RECIPIENT NAME

BY: _____
Bruce C. Busbee
Director of Budgets and Financial
Planning

BY: _____
[Title]

DATE: _____

DATE: _____

MAILING ADDRESS:
SC DHEC – Office of Budgets and Financial
Planning
2600 Bull Street
Columbia, SC 29201
Phone: 803-898-3388
Fax: 803-253-7637

MAILING ADDRESS:

Phone: () ___ - ____

Fax: () ___ - ____

Email: _____

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID # _____

TYPE OF ENTITY (check one):

Corporation

LLC

Partnership

Nonprofit organization
x Government agency or political subdivision –
specify State if not SC:

Other Governmental body (specify)

Individual/sole proprietor

Other (specify)

If a corporation or LLC:
State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS
MANAGER.

Francine Miller
DHEC Contracts Manager

DATE: _____

**Springwood Lake Area United Neighbors Meeting
Pass Through Agreement between South Carolina Department of Health and Environmental Control
March 9, 2021**

Attendance: Members of the neighborhood, Homeowner's Association Leadership, Councilmember Barron, Tony Magwood with SCDOT, Stephen Staley and Mike Maloney with Richland County

Goals and Scoping

- A. Purpose – The agreement accompanies funding to Richland County, SC in support of infrastructure improvements to stormwater and drainage systems. The County will use the funds as outlined in the supporting documents, i.e. an accounting how the funds will be spent, goals to be accomplished, proposed measure to evaluate success in implementing and meeting the goals.
- B. Two main goals were identified at the Neighbors Meeting.
 - a. Goal 1 – Reopen the roads.
 - b. Goal 2 – Reestablish Hydrology of the ponds. That is, restore the normal pool of water that previously existed in the ponds.
- C. Spending Capability based on the \$500,000 grant.
 - a. The grant is sufficient for Goal 1, to reopen the roads.
 - i. We estimate adding a new culvert to the Creekwood Drive Dam and Overpond Road Dam will use all of the grant funding.
 - ii. The County Engineer arranged a meeting with a consultant who previously reviewed the problems with the larger of two failed dams. The larger dam provides control for Springwood Lake. His estimate is slightly above \$1,000,000 to provide restoration of the dam for the road re-opening and to restore Springwood Lake normal operating pool.
- D. Scope – The County will utilize the funds to make infrastructure improvements to stormwater and drainage systems in the Spring Wood Lake Community.
 - a. Opening the two roads that remain closed in the community, Overpond Road and Creekwood Drive
 - i. The funding will be spent sizing, designing, and constructing a new concrete drainage pipe under each road crossing.
 - ii. The drainage on Overpond Road will also require better accommodation than previously existed for intake of stormwater.
 - iii. The South Carolina DOT will restore the road materials and complete the road connections in order to open the two roadways.
- E. Out of Scope Items - The community will need to work with other funding sources to restore the normal operating pools of the ponds in the community.
 - i. Using other funding such as a Small Business Loan, the community may install improvements that restore the hydrology to improve the lot values in the community.
 - ii. We estimate this out of scope work will be in excess of \$500,000.
- F. Evaluation of Success
 - a. The two roads reopen for public use and there is continuity of drainage between basins.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Chief Judge Tomothy Edmond		Title:	Chief Magistrate
Department:	Central Court	Division:		
Date Prepared:	March 26, 2021	Meeting Date:	April 27, 2021	
Legal Review	Elizabeth McLean via email		Date:	April 13, 2021
Budget Review	James Hayes via email		Date:	April 19, 2021
Finance Review	Stacey Hamm via email		Date:	April 13, 2021
Risk Management Review:	Brittney Hoyle-Terry via email		Date:	April 13, 2021
Operational Services Review:	Randy Pruitt via email		Date:	April 17, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Administration & Finance			
Subject:	Pontiac Magistrate New Lease			

STAFF'S RECOMMENDED ACTION:

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The current rent for the Pontiac Magistrate Office is \$3,500 per month (\$42,000 per year). The new rent would increase to \$4,050 per month until March, 2025 (\$48,600 per year). It would then go up to \$4,600 per month (\$55,200). The additional new rent would be covered from the Magistrate Operating Budget.

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

Attorney-client privileged information provided under separate cover.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

It is requested that the current Pontiac Magistrate Office be moved to a new leased property. This action is necessary because of the multiple issues with the current office and the need to move to a cleaner and safer office building. This proposal addresses the function of the Pontiac Magistrate.

The Pontiac Magistrate Office is located at 10509 Two Notch Road, Elgin, SC. The current office building is extremely old; there is no room for growth, and it is not conducive to a courthouse or a magistrate office. Flooding is a huge problem at that location. The office has been flooded several times, leading to damaged equipment, furnishing, and court records (see attached inspection report and photographs). There are also several security issues with the current location, and there are no secure doors and windows.

The new property to be leased is located at 161 Pontiac Business Center Drive, Elgin, SC. The building would be modified to accommodate a magistrate office and its staff with adequate space. The alternatives would be to either find a new leased building or to build a county owned Pontiac Magistrate. Both of these alternatives would cost more than the current proposal and further delay moving the Pontiac Magistrate.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Per Director Randy Pruitt of Operational Services:

I have concerns about sections 4.2 and 4.4.

4.2 states the County will be responsible for the replacement of the mechanical aspects of the facility. This should be worded better so that any item the tenant causes to fail due to neglect, the tenant will be held financially responsible for the repairs made by the Landlord. Other than that, the landlord is responsible for the preventative maintenance and repair/replacement of all mechanical systems, (i.e. HVAC, electrical, plumbing), to include ceiling mounted light fixtures that go bad at no one's control.

4.4 states that the tenant is responsible for the cleanliness of the interior and exterior of the facility. This should read that the landlord agrees to be responsible for the janitorial and grounds maintenance at no expense to the tenant as in the Waverly Magistrate lease.

By Ordinance, we cannot use County assets for the improvements of a leased facility.

As far as who pays for the utilities, the norm for a Class B property, depending on the lease amount, may fall under the responsibility of the Landlord.

ATTACHMENTS:

1. New Lease (161 Pontiac Business Center Drive, Elgin, SC)
2. Inspection Report (Water damage)
3. Photographs of water damage (4)



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1556 Main Street, Suite 200
Columbia, SC 29201
www.Trinity-Partners.com

LEASE AGREEMENT

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

This Lease made and entered into this 1st day of March 2021, by and between Woodcreek Business Park, LLC, (hereinafter referred to as "Landlord") and Richland County Magistrate (hereinafter referred to as "Tenant").

Dated for reference purposes as of March 1, 2021 (the "effective date").

**ARTICLE I
DEFINED TERMS AND EXHIBITS**

Section 1.1. Defined Terms. Each reference in this Lease to any of the following terms shall mean and refer to the following:

- (a) Landlord: **Woodcreek Business Park, LLC**
- (b) Landlord's Address: 161 Pontiac Business Park, Suite 1012
Elgin, SC 29045
- (c) Tenant: **Richland County Magistrate**
- (d) Tenants Address: 161 Pontiac Business Park, Suite 1020
Elgin, SC 29045
- (e) Premises Address: 161 Pontiac Business Park, Suite 1020
Elgin, SC 29045
- (g) Total Rentable SF of Leased Premises: 3600 square feet

Landlord _____

Tenant _____

- (h) Term: Thirty-six (36) months
- (i) Scheduled Term Commencement Date: March 1st, 2021
- (j) Security Deposit: NA
- (k) Monthly Rent: *See schedule section **(2.4 Rental)***
- (l) Liability Insurance Limits: \$1,000,000.00, combined single limit

Section 1.2. Exhibits. The following exhibits are attached to this Lease after the signatures and are incorporated herein by reference thereto.

Schedule A Premises Description

ARTICLE II
PREMISES TERM, USE, RENT AND SECURITY DEPOSIT

Section 2.1. Premises. For and in consideration of the mutual covenants and agreements herein contained, Landlord hereby leases and rents to Tenant, and Tenant hereby rents and leases from Landlord, subject to and with the benefit of the provisions of this Lease, the "Premises".

Section 2.2. Description and Property (Definition). The terms "Leased Property" or "Premises" shall mean and refer to the premises located at 161 Pontiac Business Center Drive, Suite 1020, (as shown on Exhibit A) located in the County of Richland, in the State of South Carolina, consisting of approximately +/-3,600sq ft of office space. The building Premises being shown as outlined on the attached plans and specifications, in addition to a non-exclusive right of ingress and egress to the building and all driveways, parking areas (parking area as shown on Exhibit A) and other common areas. It is understood and agreed that the driveways and parking area shown on the plans and specifications is for the use and benefit of Tenant, Landlord and any other Tenants occupying property of Landlord or occupying improvements to be added to the property by Landlord, to include Tenant(s) and Landlord.

Section 2.3. Term. The term of this Lease shall be thirty-six months (36) months total from the commencement date. The commencement date shall be March 1st, 2021.

Section 2.4. Rental. Tenant shall pay Landlord during the term of this Lease and without any setoffs or deductions whatsoever, as outlined below. Rent is due in advance on the first of each full month of the term and the appropriate fraction of a calendar month at the beginning and

Landlord _____

Tenant _____

end of the term without any prior notice or demand. See attached schedule. If any monthly installment of rent shall be unpaid on the fifth (5) business day of the month in which it is due, a delinquent charge of seven (7%) percent of the monthly rent shall be added as additional rent and become a part of all rents then due and shall be immediately payable by the Tenant to the Landlord. All past due installments of Monthly Rent, additional rent or other sums becoming due and payable to Landlord hereunder shall bear interest at the maximum lawful rate permitted by the laws of the State of South Carolina to be charged the Tenant, from due date until paid. See below Base Rent Table.

A. **Option Periods:** Tenant is granted one (1) two (2) year option to renew this Lease, provided the monthly Rental during the Option Period shall be as set forth as indicated below:. Tenant shall exercise each Option by providing Landlord with written notice of such election at lease one hundred and eighty (180) days prior to the expiration of the then current Lease Term.

Date	Monthly Rent	Annual Rent
3/1/2021 – 2/28/2022	\$4050.00	\$48,600
3/1/2022 – 2/28/2023	\$4,050.00	\$48,600
3/1/2023 – 2/28/2024	\$4,050.00	\$48,600

Option Period

Date	Monthly Rent	Annual Rent
3/1/2024 – 2/28/2025	\$4600	\$55,200
3/1/2025 – 2/28/2026	\$4,600	\$55,200

Section 2.5. First Payment. A security deposit of **\$0** and first-month’s rent in the amount of **\$4,050.00** shall be due and payable to Landlord on the day this Lease is executed.

Section 2.6. Security Deposit. Intentionally Omitted

Section 2.7. Use of Premises. Tenant shall use the Leased Property for the purpose of **Judicial Purposes** and **Magistrates Office** and for such other lawful purposes as may be incidental thereto, and for no other purpose without the written consent of Landlord. Tenant agrees not to injure, overload or deface the Premises, the Parcel or the Building, nor to permit any auction sale, storage of inflammable fluids or chemicals, nuisance, or the emission of any objectionable noise or odor in the Premises, nor to permit any use of the Premises which is offensive or liable to invalidate or increase the premiums for any insurance on the Building or its contents, or liable to render necessary any alterations or additions to the Building. Tenant shall comply with all laws, ordinances, orders or regulations of any public authority for any use made by Tenant, and Tenant shall procure all licenses and permits so required for such use.

Section 2.8. Common Area Maintenance (CAM) Charges and Other Charges.
Intentionally Omitted.

Landlord _____

Tenant _____

ARTICLE III
CONSTRUCTION

Section 3.1. Improvements.

(a) **Right to make Improvements.** Tenant shall have the right to make non-structural alterations and additions to the interior of the Premises, in accordance with plans and specifications therefor, first approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall indemnify and hold harmless Landlord from and against any loss, cost, damage, injury or expense suffered by Tenant as a result of said work.

(b) **Title to Improvements.** All improvements and additions shall be part of the Premises, except such items as, by writing at the time of approval, the parties agree shall be removed by Tenant on termination of this Lease, or Landlord agrees in writing that Tenant may then elect to remove or lease. Unless otherwise agreed in writing by the parties, Landlord may require Tenant to remove any or all improvements installed by Tenant at Tenant's sole expense upon termination of this Lease. Tenant shall pay for the cost of removal and any damages caused by the same. If Tenant is in default under this Lease, Landlord is hereby granted a security interest in such improvements and additions as well as in Tenant's trade fixtures, equipment and furniture to secure the performance of Tenant's obligations hereunder. If Tenant is not in default hereunder and Tenant fails to remove the foregoing items which Tenant is permitted to remove on termination of this Lease, Landlord may keep and use them or remove any or all of them and cause them to be stored and sold in accordance with applicable law. Landlord may require Tenant to execute on demand any reasonable security agreement or UCC-1 form to evidence said security interest.

Section 3.2. Mechanics Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance, of any kind or nature whatsoever upon, or in any manner to bind, to interest of Landlord in the premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense, including without limitation all reasonable attorney's fees based on or arising out of asserted claims or liens against the leasehold estate or against the rights, titles and interest of the Landlord in the Premises or under the terms of this Lease.

Section 3.3. Quality of Construction. All work shall be done in a good and workmanlike manner and in compliance with all applicable laws and lawful ordinances, by-laws, regulations,

Landlord _____

Tenant _____

and orders of governmental authority and of the insurers of the Premises. Landlord assumes no liability for special, consequential or incidental damages of any kind. There are no representations, warranties or guarantees, express or implied, including warranties of merchantability or use of the Premises, except as are expressly set forth herein. Tenant hereby waives the benefit of any rule that disclaimers of warranty shall be construed against Landlord and agrees that the disclaimers in this Lease shall be construed liberally in favor of Landlord.

ARTICLE IV
SERVICES AND REPAIRS

Section 4.1. Improvements by Landlord. Landlord shall maintain the utility connecting to the building grade and below the building grade, the roof, foundation,, gutters, downspouts and the structural soundness of the exterior walls (excluding all windows, window glass, plate glass and all doors and overhead doors) in good repair and condition except for reasonable wear and tear, Tenant shall repair and pay for any damage caused by Tenant's negligence or default. Tenant shall immediately give written notice to Landlord of the need for repairs, which repairs shall be made by Landlord beginning not more than fifteen (15) days after written notice by Tenant. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

A. **Delivery of the Premises/Landlord's Work.** Landlord shall deliver the Premises with: (i) all the work set forth on Exhibit B attached hereto completed; (ii) all operating systems for the Premises, including mechanical, plumbing, electrical and structural systems, in good working order; (iii) no cracks and/or damage to the plate glass and/or windows for the Premises; and (iv) all ingress and egress doors (and the applicable hardware) shall be in good working order and free of damage (collectively, "Landlord's Work"). Landlord further represents and warrants that access to the Premises from the parking lot/common areas of the Business Park is ADA compliant including any required curb cuts, ramps and handrails.

Prior to accepting delivery of the Premises from Landlord, Tenant shall have the right to inspect the Premises for the completion of Landlord's Work. If any of Landlord's Work is not substantially completed, then Tenant shall have the right to refuse delivery until such time as Landlord's Work is completed and Tenant has inspected and approved the same. Without waiving any of its rights hereunder, Tenant may, at its option, after inspection of the Premises choose to accept delivery even though Landlord's Work is not substantially completed and provide Landlord with a punch list of items which need to be completed in order for Landlord's Work to be substantially completed. Landlord, at its sole cost and expense, shall within ten (10) days of its receipt of Tenant's punch list perform any necessary repairs to substantially complete the same. As used herein, the term "substantially completed" shall mean all work set forth on Exhibit B and hereinabove as Landlord's Work has been completed and passed all required building inspections and the same has been accepted by Tenant which acceptance shall not be unreasonably withheld. If the Delivery Date does not occur within sixty (60) days of Landlord's receipt of a building permit for Landlord's Work (with Landlord agreeing to begin pursuing said building permit as of the Effective Date hereof and to provide Tenant a copy thereof within five (5) days of its

Landlord _____

Tenant _____

receipt of the same), Tenant may terminate the Lease at any time thereafter solely at its option and without penalty at any time prior to Landlord's delivery of the Premises to Tenant.

B. Tenant's Work. Upon completion of Landlord's Work, Tenant shall construct additional improvements to the Premises pursuant to Tenant's architectural drawings ("Tenant's Plans") attached hereto as Exhibit B-1 (all such work being hereinafter called "Tenant's Work"). **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LANDLORD HEREBY AGREES THAT TENANT'S PLANS ATTACHED HERETO AS EXHIBIT B-1 ARE APPROVED. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS LEASE AND TENANT'S PLANS, TENANT'S PLANS SHALL CONTROL.**

Section 4.2. Repairs by Tenant. Tenant shall, at its own risk and expense, maintain all other parts of the Premises excepting Landlords' obligations as stated in Section 4.1, good repair and condition (including all necessary replacements), including, but not limited to, windows, glass and plate glass, doors, interior walls and finish work, floors and floor covering, plumbing and HVAC. Tenant shall repair and pay for any damaged caused by it, the affirmative acts or negligence of Tenant, or its employees, agents or invitees or caused by Tenant's default hereunder. Should Tenant neglect to keep and maintain the Premises, keeping the outside clean and free of trash, etc., under this lease agreement, Landlord shall have the right after seven (7) days written notice, but not the obligation to have the work done and any reasonable costs therefor shall be charged to Tenant as additional rental and shall become payable by Tenant with the payment of the rental next due hereunder.

Section 4.3. Requests to Landlord in Writing. All requests for repairs or maintenance that are the responsibility of Landlord pursuant to any provision of this Lease must be made in writing to Landlord at the address set out herein.

Section 4.4. Utilities and Janitorial Services. Tenant covenants and agrees to be solely responsible and pay all charges for Janitorial, electricity, water, sewage, telephone, and or other utilities used or consumed on the Leased Property through the term of this Lease, or otherwise payment agreed upon between Landlord.

**ARTICLE V
INSURANCE**

(a) **Exculpation of Landlord.** Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the acts and omissions of Landlord or its authorized representatives.

Landlord _____

Tenant _____

Section 5.1. Indemnification of Landlord. Tenant shall indemnify and hold Landlord and the Premises harmless from and against (a) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the Term of this Lease occasioned by any act or omission of the Tenant, its officers, employees, agents, servants, subtenants, concessionaires, licensees, contractors, invitees or permitted, or arising from or growing out of the use, maintenance, occupation or operation of the Premises during the Term of this Lease, and (b) from and against all legal costs and charges, including reasonable attorney's fees, incurred in and about any of such matters and the defense of any action out of the same or in discharging the Premises or any part thereof from any and all liens, charges or judgments which may accrue or be placed thereon by reason of any act of omission of the Tenant; provided, however, that Tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising as the result of Landlord's acts or those of its agents or employees.

Section 5.2. Tenant's General Liability Insurance. Tenant shall keep and maintain at its own cost public liability insurance with a single liability limit of \$1,000,000, insuring against all liability to Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises, driveways, parking areas and other common areas. All Public liability insurance shall insure performance by Tenant of the indemnity provisions herein. Landlord shall be included as additional insured. Tenant shall keep on file a current certificate of insurance with Landlord.

Section 5.3. Tenant's Personal Property and Equipment Insurance. Tenant shall be responsible for keeping and maintain at its own cost a policy for its' own personal property and equipment within the Leased Premises for the life of the Lease term.

All insurance required under 5.2 and 5.3 shall:

- (1) Be issued in the names of Landlord, Tenant, and Landlord's lender, as their interests appear;
- (2) Be issued by insurance companies authorized to do business in the State of South Carolina with a financial rating of at least an A+3A status as rated in the most recent edition of Best's Insurance Reports; and
- (3) Be issued as a primary policy.

Section 5.6. Tenant's Insurance Certificates. Tenant shall furnish to Landlord, upon the date of commencement of the Term of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier of each policy of insurance carried by Tenant pursuant hereto. Said certificates shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or

Landlord _____

Tenant _____

otherwise by subject to modification except after thirty (30) day's prior to written notice by registered mail to the parties named as insureds in this Section 5.6. Landlord, its successors and assigns, and any entities holding any interest in the Premises, including, without limitations, any ground lessor and the holder of any fee or leasehold mortgage, shall be named as insureds under each such policy of insurance maintained by Tenant pursuant to this Lease.

Section 5.7. Insurance Subrogation. Any insurance carried by Tenant with respect to the Premises and property therein or occurrence thereon shall include a clause or endorsement denying to the insurer right of subrogation against Landlord to the extent rights have been waived by Tenant prior to occurrence of injury or loss. The Tenant, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against Landlord for injury or loss due to hazards covered by insurance to the extent of the injury or loss covered thereby.

Section 5.8. Entry and Inspection. Tenant shall permit Landlord and Landlord's agents to examine the Premises at all reasonable times, and, if Landlord shall so elect, to make any repairs or replacements Landlord may deem necessary and to make inspections to confirm use of the Premises as to determine whether an act of default has occurred. Landlord may show the Premises to prospective tenants during the ninety (90) days preceding expiration of the Term and prospective purchasers at any time during normal business hours. In addition to the foregoing, Landlord shall have the right of ingress and egress of the Premises for any general purpose.

Section 5.9. Signs. Tenant shall not, without the prior written consent of Landlord, (a) paint or place any signs on the Premises or anywhere on the Parcel or in the Building or (b) place any curtains, blinds, shades, awnings, aerals or flagpoles or the like, in the Premises or anywhere on the Parcel or on or in the Building visible from outside the Premises. Landlord reserves the right to disapprove of signs, curtains, blinds, shades, and awnings on wholly aesthetic grounds. Tenant shall pay the expenses involved in the erection of any sign and the obtaining of any permit. Tenant warrants that it shall obtain all necessary permits prior to erecting any such sign and Tenant shall remove said sign at the termination of this Lease in such a manner as to avoid injury or defacement of the building and other improvements.

Section 5.10. Sublease or Assignment. Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations in the Premises that are the subject of this Lease. Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. In the event of any assignment or subletting, Tenant shall nevertheless, at all times, remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations to pay rent and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" as defined below, if all or any part of the Premises are then assigned or sublet, Landlord, an addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from assignee or subtenant all rents, becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have

Landlord _____

Tenant _____

a security interest in all properties on the Premises to secure payment of such sums. Any collection directly by Landlord from the assignee or subtenant shall not be consumed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

Landlord _____

Tenant _____

ARTICLE VI
CASUALTY AND TAKING

Section 6.1. Termination or Reconstruction. If, during the Term, the Premises, or any substantial part thereof, are damaged materially by fire, accident or other casualty, or by action of public or other authority in consequence thereof, or are taken by eminent domain or receive compensable damage by reason of anything lawfully done under color of public or other authority, this Lease shall terminate at Landlord's election by written notice given within thirty (30) days after the casualty or taking has occurred. In case of (a) a taking of part of the Premises and the remainder is insufficient for use for Tenant's purposes; (b) damage or taking of part of the Premises if the time needed to do the construction work necessary to put the Premises or such remainder in proper condition for use and occupation is reasonably estimated by Landlord to exceed three (3) months; or (c) damage or taking of part of the Premises and Landlord does not commence within sixty (60) days after the damage or the surrender of the part taken, and proceed with reasonable diligence to do such work, Tenant's sole right shall be the option to terminate this Lease without penalty, by notice given to Landlord within thirty (30) days after the right to terminate arises. If in any such case the Lease is not terminated, a just portion of the rent according to the nature and extent of the injury shall be abated until the premises (or in the case of a taking what may remain thereof), excluding any fixtures or items installed or paid for by Tenant which Tenant is entitled or required to remove pursuant hereto, shall have been put by Landlord into proper condition. In case of taking which permanently reduced the area of the Premises, a just portion of the Monthly Rent shall be abated for the remainder of the Term, and Tenant's Proportionate Share shall be adjusted as determined by Landlord.

Section 6.2. Landlord Reserve Compensation. Landlord reserves all rights to compensation for damages to the Premises, the Building, the Parcel and the leasehold hereby created, accruing by reason of exercise of eminent domain or by reason of anything lawfully done by public authority.

ARTICLE VII
DEFAULT

Section 7.1. Events of Default. The occurrence of any of the following events shall constitute an event of default on the part of Tenant:

(a) Vacate or abandonment of the Premises for more than thirty (30) days and Tenant is in default under this lease.

Landlord _____

Tenant _____

(b) Failure to pay any installment of Monthly Rent when due or other monies due and payable hereunder, said failure continuing for a period of five (5) days after written notice of such default;

(c) Default in the performance of any of Tenant's covenants, agreements or obligations hereunder, said default (except default in the payment of any installment of Monthly Rent, or other monies) continuing for thirty (30) days after written notice thereof from Landlord to Tenant;

(d) A general assignment by Tenant for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undismissed or undischarged for a period of sixty (60) days after the levy thereof.

Section 7.2. Landlord's Remedies. If Tenant commits an act of default hereunder, Landlord, at any time thereafter prior to the curing of such act of default, without further notice and without waiving any other rights hereunder or available to Landlord, at law or in equity, may exercise any one or more of the following remedies:

(a) re-enter and repossess the Premises and remove all persons and property therefrom, without any requirement for any court proceedings, using such force as may be necessary, and in connection therewith Tenant hereby waives and agrees to waive any claim arising by reason of such re-entry, repossession or removal, or by reason of the issuance of any distress warrant or writ of sequestration or the bringing of any action in forcible entry and detainer and agrees to hold Landlord harmless from any such claim, and if Landlord elects to terminate Tenant's right to possession without terminating this Lease, Landlord may rent or lease, for the account of Tenant, the Premises to any party or parties at such rental and for such period of time as Landlord deems practicable, with Landlord having the right to grant any reasonable concessions which Landlord deems necessary, in which case Landlord shall credit toward the satisfaction of Tenant's obligations hereunder any rental thus received, less all reasonable expenses of repossession, remodeling and re-renting and Tenant shall be liable for any deficiency of such rental below the total amount of Tenant's payments herein provided for the unexpired balance of the full term of this Lease, and such sum or sums representing such deficiency shall be paid by Tenant in monthly installments on the payment dates set forth herein, and Landlord shall have the right to enforce such liability for deficiency by bringing suits at any time and from time to time on one or more occasions; provided, however, in no case shall Landlord be liable for failure to re-rent or re-lease the Premises or, if the Premises are re-entered or re-released, for failure to collect the rental due under such re-renting, and any such failure shall not reduce Tenant's liability hereunder;

(b) terminate this Lease, in which event it shall be deemed that the act of default by Tenant was a total and entire breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for an amount, as damages for the entire breach, equal to the amount by

Landlord _____

Tenant _____

which (i) the total rental and other benefits which would have accrued to Landlord under this Lease for the remainder of this Lease, at the rates then in effect; or

(c) enforce the full and specific performance by Tenant of Tenant's obligations under this Lease in any manner provided by law or equity or otherwise avail itself of all its rights and remedies, in law or in equity.

No re-entry or taking of possessions of the Premises or the removal of any persons or property therefrom pursuant to the immediately preceding paragraph hereof shall be deemed an acceptance or surrender of this Lease or a liquidation or satisfaction to any extent whatsoever of Tenant's obligations hereunder unless such acceptance, liquidation or satisfaction is set forth in a written notice from Landlord to Tenant.

Tenant hereby waives any right that Tenant may have to redeem the Premises or any right under this Lease after a termination hereof or a re-entry by Landlord pursuant hereto, either before or after such termination, including all rights of redemption, if any, now in effect or hereafter conferred by any statute or other law.

In case Tenant makes default in the payment of any amount of rental or other amount becoming due by Tenant hereunder or in the performance or observance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease or any part of same or the collection of any rents or other sums due or to become due hereunder, or the recovery of possession of the Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay to Landlord upon demand all reasonable attorney's fees and costs thereby incurred by Landlord, in addition to all other amounts owing and which may become owing by Tenant hereunder.

Section 7.3. Right to Cure. In addition to the foregoing remedies and so long as this Lease is not terminated, Landlord shall have the right, but not the obligation, to remedy any default of Tenant and to add to the Monthly Rent payable hereunder all of Landlord's reasonable costs in so doing, with interest at the maximum lawful rate permitted by the laws of the State of South Carolina to be charged the Tenant, from the date such costs are paid by Landlord until paid to Landlord by Tenant.

Section 7.4. Remedies Cumulative. The rights, privileges, elections and remedies of Landlord in this Article VII are cumulative, and not alternative, to the extent permitted by law and except as otherwise provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Holding Over. Should Tenant, or any of its successors in interest, hold over the Premises, or any part thereof after the expiration of the Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to

Landlord _____

Tenant _____

month only, at a monthly rent equal to the Monthly Rent plus fifty percent (50%). The exclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over.

Section 8.2. Surrender. Upon the expiration of the Term or early termination thereof, Tenant shall promptly surrender the Premises in good and clean condition, and remove any signs, fixtures, or equipment, except as otherwise provided under the provisions of Subsection 3.2(b) herein above.

Section 8.3. Successors and Assigns. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the limitation provided in Section 5.10 above), except that only the Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter each successive owner of the Premises shall be liable only for obligations accruing during the period of such ownership, said liability terminating upon termination of such ownership and passing to the successor in ownership.

Section 8.4. Individual Liability. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, or shareholders of Landlord, and Tenant shall look solely to the real estate that is the subject to this Lease and to no other assets of the Landlord for satisfaction of any liability in respect of this Lease and will not seek recourse against Landlord personally or the individual partners, directors, officers or shareholders of Landlord or any of their personal assets for such satisfaction.

Section 8.5. No Waiver. The failure of Landlord or of Tenant to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Lease, shall not be deemed a waiver of such violation, nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Monthly Rent or other monies due hereunder with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach.

Section 8.6. Right to Mortgage. The Landlord may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as the Landlord may desire, and any such mortgages, or mortgages so given shall be a first lien on the land and buildings superior to the rights of the tenant therein.

Section 8.7. Offset Statements. Tenant agrees from time to time, within fifteen (15) days of receipt of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that (a) this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications; (b) Tenant has no defenses, offsets or counterclaims against its obligations to pay the Monthly Rent and other monies hereunder and to perform its other covenants under this Lease, or, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail; and (c) the dates to which the rent has been paid and the amount of any prepaid rent. Any such statement delivered pursuant to this Section 8.8 may be

Landlord _____

Tenant _____

relied upon by any prospective purchaser, mortgagee or encumbrancer of the Premises or any prospective assignee of any mortgage or encumbrance affecting the Premises.

Section 8.8. Attornment. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by the Landlord, its successors or assigns, encumbering the Premises, or any part thereof, and if so requested, Tenant shall attorn to the purchase upon such foreclosure or sale, and recognized such purchaser as the Landlord under this Lease.

Section 8.9. Subordination. The rights of Tenant hereunder are and shall be, at the election of any mortgage encumbering the Premises, subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof; provided, however, that notwithstanding such subordination, so long as the Tenant herein is not in default under any of the terms, covenants and conditions of this Lease, neither this Lease nor any of the rights of Tenant hereunder shall be terminated or subject to termination by any trustee's sale or by any proceeding or action in foreclosure. If requested, Tenant agrees to execute whatever documentation may be required to further effect the provisions of this Section 8.9.

Section 8.10. Lender's Requirements. Tenant hereby agrees to make any reasonable revisions to this Lease which may be required in good faith by a bona fide construction, interim or permanent lender in connection with the financing of the Building.

Section 8.11. Financial Statements. At any time during the Term of this Lease, Tenant or its parent company shall, upon ten (10) days prior written notice from Landlord, provide Landlord financial institution with a current financial statement and financial statements for each of the two (2) years prior to the current financial statement year. This will only be required at the banks request to the Landlord.

Section 8.12. Security Services. Landlord shall not by virtue of anything contained in this Lease be obligated to provide security services and shall incur no liability to Tenant or any third party in relation to the failure to provide security services or to the acts or omissions of any security service personnel.

Section 8.13. Severability. If any term of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or enforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 8.14. Notices. Whenever any notice, approval, consent, statement, request or election is given or made pursuant to this Lease it shall be in writing sent by certified mail, return receipt requested or registered mail, or it shall be delivered personally. Notices and payment shall

Landlord _____

Tenant _____

be addresses to Landlord's address and Tenant's address or at such other address as may have been specified by prior notice.

Section 8.15. Governing Law. The laws of the State of South Carolina will govern the rights and liabilities of the parties hereto. This instrument constitutes the entire agreement between the parties relative to the subject matters hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless the same are in writing and executed by Landlord and Tenant. Time is of the essence of this Lease with respect to the obligations of Landlord and Tenant hereunder.

Section 8.16. Corporate Authority. If other party executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally covenant and warrant that each party is a duly authorized and existing corporation, that each party has and is qualified to do business in South Carolina, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation was authorized to do so.

Section 8.17. Covenant of Quiet Enjoyment. If and so long as the LESSEE shall pay the minimum annual rent and the taxes, assessments and other charges required by this Lease, shall perform and observe all the covenants and conditions herein, contained on the part of the LESSEE to be performed and observed, LESSOR covenants that LESSEE shall lawfully and quietly hold, occupy and enjoy the demised PREMISES, subject however, to the terms of this lease.

Section 8.18. Additional Provisions. Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:

Landlord _____

Tenant _____

IN WITNESS HEREOF, the parties have executed this Lease in duplicate originals, one of which is retained by each of the parties hereto all on the day and year first above written.

WITNESSES:

LANDLORD: **Woodcreek Business Park, LLC**

By: _____

WITNESSES:

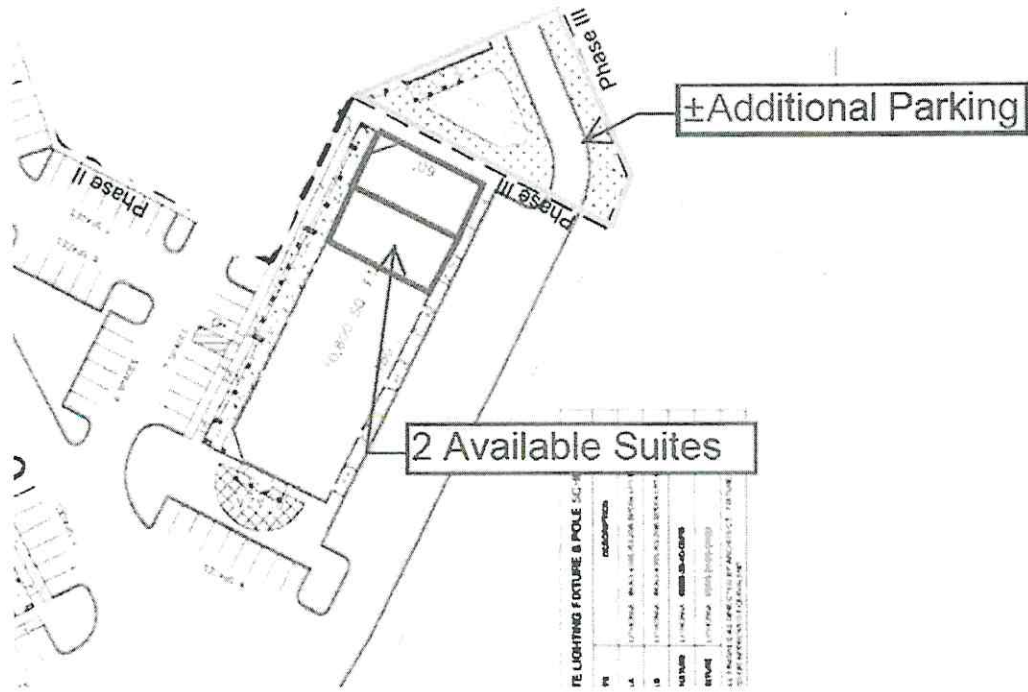
TENANT: **Richland County Magistrate**

By: _____

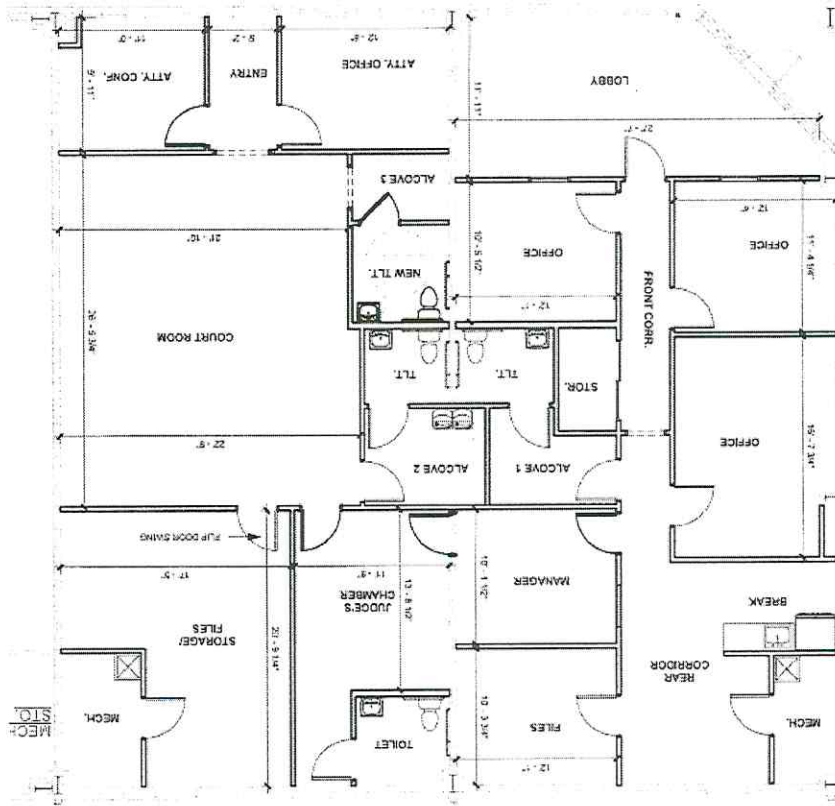
Landlord _____

Tenant _____

"Exhibit A"



"Exhibit B"



SERVPRO of Richland County
112 N. Shorecrest Rd
Columbia, SC 29209
803-419-0470
Office@SERVPROrichlandcounty.com



REF:
Pontiac Magistrate Office
10509 Two Notch Rd.
Elgin, SC 29045

To whom it may concern:

Per the inspection performed on 3-22-21, discovered that there were elevated readings in the drywall and carpet in the Bathroom as well as elevated readings in the drywall and plywood frame where the air handler sits in the Break room.


Per IICRC guidelines, removal of the cove base in the above-mentioned areas, would need to take place to ensure proper mitigation on the drywall. The exterior drywall in the bathroom and break room would need to be accessed to determine if there is any affected insulation. Any affected insulation would need to be removed to prevent secondary damage. A plant-based antimicrobial would be applied to all affected materials and air movers and dehumidifiers would be placed for a 3-5-day period to ensure all materials reach a dry standard.

Due to the structure being a commercial building, an asbestos test would need to be performed per DHEC guidelines. If there is an asbestos letter on file, clearing any affected drywall in these areas, a copy would be required for our records prior to any drywall being disturbed.

Recommending that this be forwarded to property owner as well.

If there are any question or concerns, please feel free to contact me.

Sincerely,



Brian Davis
SERVPRO of Richland Co.
Production Manager
803-995-0070
bdavis.servpro@gmail.com
SERVPRO of Richland Co.











Agenda Briefing

Prepared by:	Tomothy Edmond		Title:	Chief Magistrate Judge
Department:	Magistrate Court	Division:		
Date Prepared:	April 13, 2021	Meeting Date:	April 27, 2021	
Legal Review	Elizabeth McLean via email		Date:	April 14, 2021
Budget Review	James Hayes via email		Date:	April 19, 2021
Finance Review	Stacey Hamm via email		Date:	April 21, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Administration and Finance			
Subject:	Bond Court Consolidation – City of Columbia and Richland County			

STAFF’S RECOMMENDED ACTION:

Request for Council Reconsideration: Yes

FIDUCIARY:

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

The Office of Budget and Grants Management and the Finance Department have inquired as to the mechanism whereby the County is reimbursed by the City of Columbia. These offices request any agreement relative to this matter with the City of Columbia explicitly detail payment/reimbursement information.

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The potential fiscal impact would consist of annual money paid to the County by the City in the amount of \$523,200.47. Due to the increased workload for the Magistrate’s Office, there will be an increase cost of \$410,000 in salaries and operating costs at bond court. Thus, there will be a net increase of \$113,200.47.

Approximate Costs to Run County Bond Court

The approximate cost to operate the County Bond Court is approximately **\$1,052,214.28** per year.

- Judge Salaries
 - 7 part-time judges
 - \$76,500 per year
 - 12 hour shifts
 - Part-time judges work solely at bond court
 - Part-time judges salary is calculated based on full-time judge salary
 - Full-time judges have to fill in at bond court
 - Total: **\$492,839.18** (Salary \$391,483.98 + FICA/Retirement \$101,355.20)
- Staff Salaries
 - 1 bond court manager
 - 1 bond court assistant manager
 - Total: **\$139,335.91** (Salary \$113,088.15 + FICA/Retirement \$26,247.76)
 - 9 bond court clerks
 - Bond court staff work solely at bond court and receive an additional \$4,000 stipend on top of their salary
 - Total: **\$399,637.19** (Salary \$324,354.51 + FICA/Retirement \$75,282.68)
- Operating Costs
 - Office Supplies
 - Books and Publications
 - Copy Machines
 - Travel
 - Telephone Services
 - Service Contracts
 - Repairs-Equipment
 - Employee Training
 - Total: **\$20,402.00**
- Total Personnel Cost: **\$1,052,214.28**

Approximate Costs to Run City Bond Court

To determine how much it costs the City to operate their bond court, we sent them a questionnaire. The approximate costs for the City are **\$387,640.85** per year.

1. **Question:** How much does the City pay in personnel costs to operate bond court?
Answer: Annually, the City of Columbia pays \$336,731 in personnel cost to operate Bond Court. This amount includes a full time Bond Court Clerk, weekend Bond Court clerks, weekend Violations Clerk (who accept Bond Money on weekends), three (3) full time Police Officers (assigned to court) and a Judge (shared responsibility among full-time and part time Judges).
Notes: Of the eight full time police officers assigned to Municipal Court, three officers go to bond court sessions each a day on a rotating basis.

2. **Question:** How many judges and how many staff members are employed to operate bond court for the City?
Answer: The City has four (4) full-time Judges and four (4) part-time Judges with 5 vacancies. The Judges rotate between Traffic Court, Criminal Court, Bond Court, Quality of Life Court, DV Court, Jury Trials and Preliminary Hearings. In addition, there is a full time bond court clerk, weekend bond court clerks (rotated among other court clerks), weekend violation clerks (shared among existing violation clerks) and a Judge being assigned each day to Bond Court.

3. **Question:** How much does the City pay in operating costs to hold bond court?
Answer: The City has a desk top computer, lap top computer, annual maintenance agreement on our Recording System at bond court and miscellaneous supplies which is estimated at \$50,909.85 annually.

How Much Would the City Pay the County Annually?

Based on the annual costs that Richland County incurs to run the bond court, the potential cost to the City would be approximately **\$523,200.47** annually. This is a cost per defendant calculation (See calculations below).

Costs to operate County Bond Court

Judge Salary	\$492,839.18
Staff Salary	\$538,973.1
Operating Costs	\$20,402.00
Total	\$1,052,214.28

Current cost per defendant

Bond settings FY 18/19 (County only)	7,964 Defendants
County Bond Court Costs FY 18/19	\$1,052,214.28
Cost to set bond per defendant	\$132.12

Potential dollar figure city would pay annually to county

City bond settings FY 18/19	3,960 Defendants
Cost per defendant	\$132.12
Total	\$523,200.47

How Would County Bond Court Spend the New Money?

After running a pilot program for many months and setting the City's bonds, the costs to the County would include:

- I. We would need at least 4 new law clerks
- II. The vast majority of expenses would be salary payments. The personnel cost would potentially break down as follows:
 - a. 4 new law clerks ($\$45,000 \times 4$) = $\$180,000$
 - b. 10% pay increase for judges (increased liability risks plus additional work) = approx. $\$225,000$
 - i. 10% pay increase for full time judges ($\$11,400 \times 15$ judges) = $\$171,000$
 - ii. 10% pay increase for part time judges ($\$7,600 \times 7$ judges) = $\$53,200$
- III. Because Richland County already runs a large bond court, the additional costs of operating expenses (other than salaries/positions) would be marginal. However, there would be an annual approximate costs of $\$5,000$ in paper, supplies, and computer equipment.

Additional New Costs: $\$410,000$

Summary

The City has told us that it costs them approximately **$\$387,640.85$** to run their bond court. However, these costs were how much the City was paying before they were told by Court Administration that they were not in compliance with proper bond court operations. The City was not conducting the proper amount of bond court hearings per day.

To determine how much the City would have to pay the County to operate their bond court, we used a "per-defendant" cost. We determined approximately how much it costs to set one defendant's bond based on the judge's salaries, personnel salaries, and operating costs. This number came out to **$\$132.12$** per defendant. We took this cost per defendant and multiplied it times the approximate number of defendants that the City arrests each year (3,960 defendants). This came to **$\$523,200.47$** annually.

While it appears that the City would be paying more under this proposal, in reality they would actually be saving money. They would also be saving on the intangible costs that are incurred with running a bond court – these costs are outlined below.

The new costs to the County bond court estimate is approximately **$\$410,000$** . Because the City would pay **$\$523,200.47$** annually to the County, the difference between the costs would ensure that the County did not "see red" and avoid costs overruns or unforeseen expenses.

Non-Dollar Figure Costs (Intangibles)

The potential liability from setting bonds ranges from the political to the financial. Judges have to be extremely knowledgeable and prepared when setting bonds so as not to release an inmate who poses a potential risk of reoffending a violent crime, while at the same time complying with statutory requirements mandating that the majority of individuals receive bonds. Judges have to answer to Court Administration, circuit court judges, and the Chief Justice, if they fail to set proper bonds. This can result in disciplinary actions, suspension, and even removal from office.

Another liability in handling bond settings is making sure that a defendant is not being improperly held in Alvin S. Glenn. Court staff has to work hand in hand with detention staff to make sure that no magistrate or municipal defendant is staying beyond the 30-day maximum sentence. Other potential liability costs may include worker's compensation expenses, travel expenses, overtime, etc. The liability costs associated with running a bond court can far exceed the dollar figure of operation costs.

Finally, the consolidation of the two bond courts would allow for the City of Columbia Bond Court to come into compliance with the Supreme Court Order, RE: Bond Hearing Procedures in Summary Courts, September 19, 2007.

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

REGULATORY COMPLIANCE:

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Chief Magistrate Edmond recommends implementing a consolidation plan of Columbia Bond Court and Richland County Bond Court. Over three years ago, Richland County converted into a 24-hour bond court, which allows for simplifying the bonding process for the public, reducing process time of inmates, and reduce the daily jail population. The Bond Court Consolidation plan will overhaul this arrangement and allow Richland County to handle the entire bond process from the City – from actually setting the bonds to handling posting the bonds. Richland County currently handles the bond process for several other municipalities in the entirety, including Forest Acres, Irmo, Cayce, and more.

The objective of this plan would be to combine the City and County bond courts into one bond court process.

As of March 2020, Richland County Magistrate Court has taken over setting bond for the City of Columbia in order to have a trial run of a consolidated bond court. In conjunction with Alvin S. Glenn, City of Columbia, and Richland County Magistrate Court, the consolidated bond is working as one unit. Therefore, the only key steps needed are a formal agreement between the City and County that would set out the parameters and costs for this service.

This proposal would affect the Richland County Bond Court. The Bond Court procedure is found under S.C. Code Title 17, Chapter 15.

This request will impact the strategic initiative of Richland County Bond Court. Our bond court has been operating as a 24/7 court for several years now. This consolidation would further develop the bond court.

Consolidation of bond courts will reduce costs to the County because the City would pay an annual sum of money to the County to include their defendants. The consolidation would also improve efficiency by having one bond court at the jail as opposed to two.

If bond court consolidation is denied, then Alvin S. Glenn will go back to two bond courts – the City and the County. This will reduce efficiency and increase the time defendants spend in jail before being released on bond.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The current system of operating two separate and distinct bond courts inside of Alvin S. Glenn produces many inefficiencies. The City of Columbia is the only municipality that Richland County does not set bond for. While the City does have a large docket of cases per year compared to the next closest municipality (Forest Acres: 300-400), the County is able to seamlessly set these other municipalities bonds in an efficient and effective manner.

There are two main factors to consider when deciding whether to incorporate and consolidate the City bond court. First, if the City is willing to pay an annual premium to the County, then it would make fiscal sense to set all bonds that occur in Richland County. Based on the County's bond court current ability to set all other municipal bonds, as well as our ability to conduct a 24-7 bond court, the Magistrate system is equipped to expand our docket size.

Second, the consolidation of the two bond courts makes sense in respect to government efficiency and productivity. By having one central bond court, all parties will know who is in charge and where to direct complaints or questions. Victims will know that no matter which law enforcement agency arrested the defendant, their case will be heard by the County bond court. The elected Sheriff and appointed police chief will be able to speak directly to one judge, the Chief Magistrate, when discussing bond hearing issues.

Overall, consolidating the two bond courts will allow for a more efficient and productive bond court that will benefit many county agencies and will have a net positive fiscal impact, if the City pays the appropriate premium.

ATTACHMENTS:

1. Supreme Court Order

2007-09-19-01

The Supreme Court of South Carolina

RE: BOND HEARING PROCEDURES IN SUMMARY COURTS

ORDER

I find that recent events have necessitated my revisiting the previous Order of the Chief Justice dated November 28, 2000, concerning bond hearing procedures and detention facility issues arising in magistrate and municipal courts.

Accordingly, pursuant to Article V, § 4, of the South Carolina Constitution,

IT IS ORDERED that the Chief Magistrate in each county, in cooperation with, and with input from the other magistrates and municipal judges, shall arrange a schedule so that a magistrate or municipal judge will always be available, in person or on-call, to conduct bond proceedings. The Chief Magistrate shall also inform the municipal courts of the details of the County bond schedule, so as to ensure the availability of a magistrate to issue warrants and conduct bond proceedings for the municipal courts when the municipal judge is unavailable. After hours and weekends does not constitute unavailability in and of itself. The Chief Magistrate shall establish a procedure with all municipal courts within the County whereby they provide the Chief Magistrate with a monthly bond schedule indicating their availability for bond court. Nothing in this Order precludes counties and municipalities from entering into agreements whereby magistrates set bond on criminal charges arising from municipalities within their County.

Bond proceedings shall be conducted at least twice daily, once in the morning and once in the evening, at specific times which take into consideration all agencies involved. Should a Chief Magistrate desire to specify a schedule which deviates from the twice daily schedule, the revised schedule and the reason for the deviation must be submitted in writing to the Chief Justice for approval. Any deviations from the twice daily schedule approved prior to the issuance of this Order remain in effect. Nothing in this Order precludes a Chief Magistrate from regularly scheduling bond hearings more than twice daily. If, under extraordinary circumstances, the on-call magistrate or municipal judge is requested to conduct a bond hearing at a time other than the regularly scheduled time, hearings shall be held for the entire jail population eligible for release. The on-call magistrate or municipal judge shall immediately inform the Chief Magistrate that a special bond proceeding was conducted.

All persons incarcerated, booked, and charged with a bailable offense must have a bond hearing within twenty-four hours of their arrest as required by S.C. Code Ann. § 22-5-510, except for those individuals who are released on bond in lieu of recognizance pursuant to S.C. Code Ann. § 22-5-530. Any county or municipality utilizing the provisions of S. C. Code Ann. § 22-5-530 must comply with the Order of the Chief Justice dated December 11, 2003, which addresses procedures required by that statute. All persons incarcerated, booked, and charged with a non-bailable offense must have a first appearance before a magistrate or municipal judge within twenty-four hours of their arrest. Further, in all cases which fall under the purview of this Order, whether bailable or non-bailable, the bonding magistrate or municipal judge must ensure that the procedures set forth in S.C. Code Ann. §§ 16-3-1505 to -1830, regarding victims' rights, are fully observed.

All incarcerated individuals statutorily required to receive a bond hearing must receive an in-person bond hearing conducted by a duly appointed judicial officer prior to their release. Bond hearings shall not be conducted over the telephone and orders of release shall not be transmitted by facsimile from remote locations. The only exception to these requirements is in those counties where videoconferencing of bond hearings is approved by Order of the Supreme Court. All videoconferencing must strictly adhere to the requirements set forth in the Order of the Supreme Court dated May 2, 2006.

Further, any individual initially incarcerated without having been formally charged with the violation of a crime, who remains incarcerated for a maximum of twenty-four hours of delivery by law enforcement to the detention facility without having been formally charged with the violation of a crime, shall be

discharged from the detention facility by the magistrate or municipal judge conducting bond hearings. However, if law enforcement or a prosecutorial agency presents compelling written evidence to the bonding magistrate or municipal judge as to why an individual should not be released within twenty-four hours pursuant to this provision of this Order, the bonding magistrate or municipal judge, after considering the evidence, may delay discharge of the defendant for an additional period not to exceed twenty-four hours. Any written evidence presented and accepted by the bonding judge as compelling evidence to delay the release of an uncharged individual must be immediately forwarded to the Chief Magistrate of that county. The Chief Magistrate in each county is responsible for coordinating with the necessary local officials, which includes, but may not be limited to, the custodian of the detention facility, local law enforcement, and any affected prosecutorial agencies, to ensure that the required and proper accounting, notification, and release of individuals under this provision of this Order is fulfilled, regardless of whether the initial detention was initiated by municipal or county law enforcement.

Finally, bond proceedings shall be open to the public and press, and must be conducted in a facility or manner so as to facilitate any parties, including victims, who wish to attend. Allowance of cameras in the courtroom must comply with Rule 605, SCACR, which addresses media coverage in court proceedings. If facilities are not conducive to the allowance of general access, the location of bond hearings must be changed to allow such access. Alternatively, entities may consider videoconferencing of bond hearings to accommodate access of parties where facilities are prohibitive to access.

Any violation of the provisions of this Order shall be reported immediately to the Office of Court Administration. Any preferential treatment in bonding procedures is a violation of this Order and of the Canons and Rules of Judicial Conduct, Rules 501 and 502, SCACR, and shall be treated accordingly.

This Order revokes and replaces the previous Order of the Chief Justice dated November 28, 2000, regarding bond hearings. The provisions of this Order are effective immediately.

S/Jean Hoefler Toal

Jean Hoefler Toal

Chief Justice

September 19, 2007
Columbia, South Carolina