

June 5, 2019 (**Revised June 17, 2019 and September 17, 2019**)

Dr. Michael R. Harris, Ed. D  
Chief Planning and Administration Officer  
School District Five of Lexington & Richland Counties  
1020 Dutch Fork Road  
Irmo, SC 29063

**RE: School District Five of Lexington & Richland Counties  
Growth Forecasting and Redistricting Services  
MMI #6913-01-0**

Dear Dr. Harris:

Milone & MacBroom, Inc. (MMI) is pleased to submit this proposal for growth forecasting and redistricting services for Lexington-Richland School District 5 (District Five). Our proposed scope of services for this study is provided below.

## **SCOPE OF SERVICES**

### **Task 1.0 – Project Initiation, Data Collection, and Fact Finding**

The first step in this planning process will be a thorough fact-finding mission in order to build upon existing efforts of District Five and both Richland and Lexington County Planning and Geographic Information System (GIS) departments to prevent any redundancies in data generation and analysis. An initial virtual project meeting ("kickoff") with the District 5 administrative team will be held via videoconference or teleconference at the outset of the project to frame the master schedule for all deliverables, associated review periods, and meetings. The project team will review its data requirements and will confirm data sources with the administration. Methodologies, procedures, and assumptions will also be discussed at this time.

Our data request for the School District will include, at a minimum, the following:

- PreK-12 point files in GIS or an extract from the district's student information system of student enrollment by students' resident addresses for the current and each of the past 5 school years
- Digital map of elementary, middle, and high school attendance zones and street listing
- Relevant facilities studies, operational capacities, projections, and other reports

Additional planning and zoning information is necessary; therefore, a second virtual project meeting will be conducted with Richland and Lexington County Planning and Zoning and District Five staff via videoconference or teleconference. MMI will rely on District Five to notify and engage the counties and/or municipalities as necessary to assist in obtaining data. MMI will share resulting land use planning and GIS information generated as part of the project with county and local officials for their future use. The following GIS data that is coterminous with District Five is required:

- GIS parcel data containing tax assessment information (addresses, land use categories, ownership, etc.)
- Street centerlines (with roadway hierarchy designation) and address points (if available)
- Zoning
- Infrastructure and utility mapping and service areas
- FEMA floodplains

Additional information to be provided by the county includes the following:

- Any recent planning studies, such as build-out analyses, population projections, land use plans, and/or infrastructure improvement plans affecting District Five
- Building permit data for District Five
- List of recently approved or pending residential developments of scale in District Five

Data to be obtained through the South Carolina Department of Natural Resources includes the following:

- NWI wetlands
- Topographic contours
- Soils data

For the purpose of this proposal, it is assumed that the counties will waive associated fees for the use of the above-referenced GIS data since the administration of this project is through District Five. Additional data, including the US Census and State of South Carolina real estate market and sales data, will supplement school- and county/local-level data. The Project Team will compile and assess all of the information collected in order to better define the work program and level effort for Task 2.0.

### **Task 2.0 – Growth Forecasting**

Understanding housing, economic, and demographic trends, characteristics, and forecasts is crucial to the school planning process. This information provides the background by which future changes and development within a community can be anticipated and planned for accordingly.

The project team will review and analyze trends in local and regional employment, building permits, and housing sales to understand the impact on school enrollments. This process will also include an analysis of demographic and housing patterns and trends for the district, using the latest American Community Survey (ACS) estimates available. Due to smaller sampling size, ACS data is less precise than decennial census data, and thus must be interpreted cautiously; however, it is the most recent demographic data available. The current status for key demographic figures such as population and composition, women of childbearing age, and housing tenure and composition will be assessed at the appropriate census geography level. This will provide a better understanding of localized demographic trends.

MMI proposes to use a quantitative and qualitative approach to gain a solid understanding of the District Five housing market and impacts on enrollment. To understand the impacts of external growth factors on the system, the project team will compile a database of recently completed residential developments permitted within the past 5 years, including details of development characteristics influencing student generations. The analysis will generate an estimated number of students per housing unit, disaggregated

by style, size, and price point. This local estimate can be augmented with any other recent demographic/student multipliers studies that may be available to develop estimates of the number of school-age children generated from new residential development currently approved and/or under construction.

To further inform this analysis, the project team will interview a representative from the Central Carolina Board of Realtors to better understand regional and local housing market conditions. A combination of anecdotal sales, market information, and detailed sales records will help determine the best model to use in preparing enrollment projections.

Finally, the Project Team will identify recent residential development proposals of significant scale and/or planning initiatives that may impact enrollment levels over the next 5 years. MMI will also identify, with assistance from Lexington and Richland County Planning staff, land areas with residential growth potential.

### **Task 3.0 – Enrollment Projections**

MMI will incorporate neighborhood demographic and housing trends into an analysis of historical enrollments from the past decade by school in order to identify trends and patterns. It is anticipated that the district's student enrollment can be provided as point data that can be readily input into MMI's GIS Enrollment Management System. Coupled with the analysis from Task 2.0, MMI will be able to paint a clear picture on the drivers of enrollment in order to project enrollments by geographic area.

The cohort-survival method is a standard methodology for projecting populations and student enrollments and relies on observed data from the recent past in order to predict the near future. With some modifications, this method will be used to develop enrollment projections. The base enrollment forecast will be developed from the analysis of the following variables: school-age population, birth records, and estimates of migration. The estimated student generation from external growth factors, including new construction, growth in employment, and a high turnover housing market is then added to the base school forecast.

MMI will generate districtwide and school-specific enrollment projections disaggregated by grade. These projections will forecast the overall student population for a 10-year planning horizon.

MMI will review District Five's current enrollment projections and methodology to draw comparisons to MMI's projections in order to determine the most likely enrollment trajectory.

It is assumed that the school's administration will assist MMI in verifying information, reviewing preliminary findings, and making a determination on the projection model to use for facility planning throughout this task.

### **Task 4.0 – Capacity and Utilization**

Using the district's established building capacities and current facility plans, along with the projections described above, MMI will develop a facility utilization analysis that identifies where capacity may exist and, most importantly, where it is most needed over the next decade.

### **Task 5.0 – Elementary Redistricting Scenarios**

MMI will work with District Five to develop criteria for guiding the elementary school redistricting scenarios and ultimately the redistricting plan. This prioritized list will not only help guide the process of developing scenarios but also provide a means for weighing the performance of the alternatives.

Based on the redistricting criteria and the previous analyses of demographic, housing, and enrollment patterns and trends, MMI will generate redistricting alternatives. Each redistricting scenario will be analyzed for its performance under current and projected enrollments vis-à-vis the Redistricting Criteria.

Based on our understanding of District Five and the complexity of this redistricting plan, five detailed elementary school redistricting scenarios are budgeted for and included in the fee proposal. This task is expected to be iterative and will be accomplished in close connection with District Five designated staff in order to provide sound recommendations to the Board of Directors. It is anticipated that the District Five Administration will work closely with our Project Team to develop and review the redistricting scenarios.

Additionally, MMI will develop an *ArcGIS*-based online interactive map viewer illustrating the proposed boundaries for use at internal working group meetings to understand the areas of change.

### **Task 6.0 – Public Meetings and Communication Plan**

It is assumed that throughout the process the project team will be in regular contact with District Five's administration via phone, videoconferencing, and e-mail. The administration will assist the project team in verifying information and reviewing preliminary findings. We envision an on-site visit early in the process to meet with district staff directly, conduct interviews with county and/or local staff, and conduct field visits to familiarize ourselves with the area.

We are well aware of the importance of public input and community consensus building in a study of this nature. MMI will facilitate up to two meetings and/or workshops with the Board of Directors, parent and neighborhood groups, and other stakeholders for the purpose of presenting and discussing the enrollment projections and redistricting scenarios. MMI will make themselves available via teleconferencing or videoconferencing to provide updates at critical junctures of the project as needed.

### **DELIVERABLES**

The project team will produce a Final Recommendation Report for Lexington-Richland School District 5 inclusive of the growth forecasting findings, updated enrollment projections, and facility/redistricting recommendations.

Additionally, a *PowerPoint* presentation will be created inclusive of all appropriate maps, graphics, tables, and graphs for purposes of informing stakeholders, elected officials and the public at large. All documents under this task will be furnished in a PDF format appropriate for posting on the schools' website.

An *ArcGIS* database including but not limited to potential school district boundaries, growth forecasting analysis, and associated data files will be furnished to the district upon completion. It is envisioned that these files can be shared between both the Richland and Lexington County Planning & GIS department and the school district to provide a solid baseline of data for future planning efforts.

**TIME FOR COMPLETION**

MMI will proceed with the services under this agreement promptly and will diligently and faithfully prosecute the services to completion in a professional manner and in accordance with applicable industry standards and applicable federal, state, and local law, rules, and regulations in effect at the time such services are provided. The services shall be provided as expeditiously as is consistent with professional skill and care and the orderly progress of the services subject to any delays due to action of the elements, governmental review, land acquisition, or any other cause beyond the reasonable control of MMI.

MMI shall complete the services under this agreement within 6 months from authorization to proceed. If MMI is unable to complete the services in accordance with the project schedule for unforeseen circumstances that are outside of the control of and not due to the fault of MMI, a mutually agreed-upon extension of time shall be negotiated by the parties.

**PROFESSIONAL FEES**

The above services will be performed for a lump sum fee not to exceed \$76,000. Additional public meetings beyond those specified above can be provided at \$4,000 per meeting. Our fee schedule for the work noted above is as follows:

Task 1.0 – Project Initiation, Data Collection, and Fact Finding.....	(Lump Sum) \$9,500
Task 2.0 – Growth Forecasting.....	(Hourly NTE) \$14,000
Task 3.0 – Enrollment Projections.....	(Lump Sum) \$15,250
Task 4.0 – Capacity and Utilization.....	(Lump Sum) \$2,750
Task 5.0 – Elementary Redistricting Scenarios.....	(Hourly NTE) \$15,000
Task 6.0 – Public Meetings and Communication Plan*.....	(Lump Sum) \$16,500
Final Recommendation Report and Deliverables.....	(Lump Sum) <u>\$3,000</u>
<b>TOTAL .....</b>	<b>\$76,000</b>

\* Includes travel and associated expenses.

To the extent that the consultant effort is increased or decreased, the fee will be adjusted accordingly. MMI is flexible in modifying the Scope of Services to meet the school district's objectives. Tasks 2.0 and 5.0 are presented as Hourly Not to Exceed (NTE) to provide flexibility in adjusting the level of effort where and when it is needed. In any event, the fee of \$76,000 is the maximum fee for the above Scope of Services.

**STANDARD TERMS AND CONDITIONS**

Work will be performed in accordance with MMI's Standard Terms and Conditions, as modified and attached hereto, incorporated by reference.

**ACCEPTANCE**

The original and one copy of this proposal are enclosed. If it satisfactorily sets forth your understanding of the agreement between us, please confirm your acceptance by signing one copy and returning it to MMI as authorization to proceed with the work.

We appreciate the opportunity to present this agreement to you and look forward to working with you on this assignment.

Very truly yours,

MILONE & MACBROOM, INC.

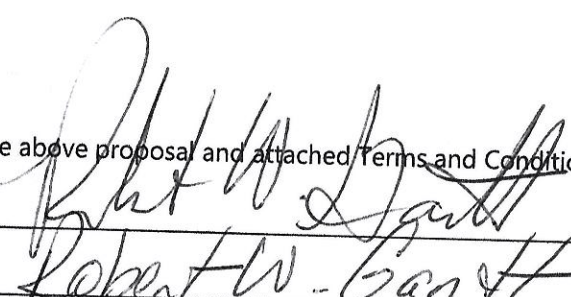


Michael Zuba, AICP, Associate  
Director of Planning

Enclosures

6913-01-0-jn1719-prop

The above proposal and attached Terms and Conditions are understood and accepted:

By   
Robert W. Ganst  
(Print name and title)

Date 10/23/19

## TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (MMI) for the Client.

- 1. Method of Payment:** Monthly, MMI will invoice Client for all Services rendered during the previous month. Invoices will be due net 20 days. Client shall notify MMI in writing of any disputed amount within 10 days after date of invoice, otherwise Client shall be deemed to have waived any objection to all invoice charges and agreed to be acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent complete basis as determined by MMI. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost. MMI may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by MMI within 60 days from the date of MMI's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. The exclusive remedy for any dispute hereunder shall be adjudicated pursuant to the District's Procurement Code.

The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of project. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with MMI's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

- 2. Level of Services:** The Level of Service will be performed for the exclusive benefit of Client. MMI will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MMI's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended and the same are specifically disclaimed.

The exclusive remedy for any dispute hereunder shall be adjudicated pursuant to the District's Procurement Code.

- 3. Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by MMI hereunder shall be delivered to Client upon final payment for MMI's Services. Deliverables hereunder become the property of the Client and may be used or reused by the client at any time and for any purpose. Client agrees that all deliverables furnished to the Client not paid for in full will be returned to MMI upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of MMI. Copies of any electronic media or disks of originals of any of MMI's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall be made available to client.

MMI shall have the right to include photographic or artistic representations of the Project among MMI's promotional and professional materials. MMI shall be given reasonable access to the Project to make such representations. Client shall advise MMI of confidential or proprietary information which should be excluded from promotional materials.

- 4. Limitation of MMI's Liability to Client:** Except for circumstances caused by the willful misconduct of MMI, all claims for damages asserted against MMI by Client, including claims against MMI's directors, officers, shareholders, employees and agents, are limited to \$250,000.00. MMI is solely responsible for its personnel only, and no others. MMI shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by Client as a result of MMI's performance or nonperformance of Services. The exclusive remedy hereunder for any claim under this agreement shall be the District's Procurement Code.
- 5.** The exclusive remedy hereunder for any claim under this agreement shall be the District's Procurement Code.
- 6. Required Disclosures by Client:** Client shall provide MMI all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by MMI or protection or safety of MMI personnel.
- 7. Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial

disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services, court orders, acts of God, acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

- 8. Termination:** This Contract may be terminated by either party upon thirty (30) days written notice to the other party. If Client terminates the Contract, Client shall, within thirty (30) days of termination, compensate MMI for fees, charges for services and costs incurred up to the time of termination, as well as those associated with termination activities. If MMI terminates the contract, client shall have no further obligations thereunder.
- 9. Entire Contract:** This Contract constitutes the entire agreement, including herein referenced proposal(s), attachments and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings, existing between the parties. This Contract may be amended only by written instrument signed by each party.
- 10.** The exclusive remedy for any dispute under this agreement shall be the applicable provisions of the District's Procurement Code.
- 11. Governing Law:** This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of South Carolina, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
- 12. Claims, Disputes/Mediation:** Any claim, disputes or other matters in question between parties to this Contract arising out of or relating to this Contract or breach thereof shall be resolved utilizing the Client School District's Procurement Code as an exclusive remedy.