



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Greg Pearce	Norman Jackson	Damon Jeter (Chair)	Joyce Dickerson	Paul Livingston
District 6	District 11	District 3	District 2	District 4

**NOVEMBER 27, 2012
6:00 PM**

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: October 23, 2012 [PAGES 3-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Sidewalk Repairs & ADA Upgrades (County Maintained Public ROW on Residential Streets) [PAGES 7-13]
3. South Paving Contract Award [PAGES 14-19]

4. Contract Renewal for EMS Billing Vendor (Lowcountry Billing) [**PAGES 20-30**]
5. Ordinance Amendment: Increase the Cost of Towing and Wrecker Services [**PAGES 31-45**]
6. Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate [**PAGES 46-51**]
7. Family Court Child Support Enforcement Position [**PAGES 52-55**]
8. Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer [**PAGES 56-59**]
9. Pilot Program: Parking Meters at County Administration Building [**PAGES 60-68**]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: October 23, 2012 [PAGES 3-6]

Reviews

MINUTES OF



RICHLAND COUNTY COUNCIL ADMINISTRATION AND FINANCE COMMITTEE TUESDAY, OCTOBER 23, 2012 6:00 P.M.

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

=====

MEMBERS PRESENT

Chair: Damon Jeter
Member: Joyce Dickerson
Member: Norman Jackson
Member: Greg Pearce

Absent: Paul Livingston

ALSO PRESENT: Bill Malinowski, Valerie Hutchinson, Gwendolyn Davis Kennedy, Jim Manning, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Daniel Driggers, Tracy Hegler, John Hixon, Sara Salley, Elizabeth McLean, Amelia Linder, Valeria Jackson, Hayden Davis, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 6:03 p.m.

APPROVAL OF MINUTES

September 25, 2012 (Regular Session) – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Jackson moved, seconded by Mr. Pearce, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

General Obligation Bonds for the Richland County Recreation Commission – Mr. Pearce moved, seconded by Ms. Dickerson, to forward to Council a recommendation to direct the Chair to appoint an ad hoc committee consisting of the Council liaisons to the Recreation Commission and staff to obtain additional information and work on possible options for operational dollars for the Recreation Commission. The ad hoc committee is to bring back recommendation to Council. A discussion took place.

The vote in favor was unanimous.

Changes to Employee Handbook—Promotion Probation – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the proposed language and amend the appropriate documents as necessary. “Department Heads will no longer have the option to require promoted employees to serve a promotional probationary period in his/her new job. Newly promoted employees will not serve a probationary period.” The vote in favor was unanimous.

Santee Wateree Transit Authority Motion and COG Transit Analysis – Mr. Jackson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to keep the FY13 SWRTA funding and services currently provided by SWRTA in Richland County intact and to proceed with the COG transit analysis. Once the analysis has been completed recommendations will be brought back to Council. A discussion took place.

The vote in favor was unanimous.

IT Server Room HVAC Upgrade – Mr. Pearce moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation to authorize the Procurement Department to enter into and award a contract with Cullum Mechanical for improvements to the IT server room HVAC system to include installing the redundant emergency system.

The vote in favor was unanimous.

Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee) – Mr. Jackson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I) and approve the revised lighting agreement between SCE&G and Richland County, contingent upon revisions by the Legal Department. The vote in favor was unanimous.

Broad River Road Corridor Lighting Project – Ms. Dickerson moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation to approve the request to install the 33 lights within the Broad River Road Corridor and Community Study area, contingent upon revisions by the Legal Department. The vote in favor was unanimous.

Conversion of a Part-Time Paralegal Position to a Full-time Paralegal Position – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the request to convert a part time paralegal position to a full time position. The vote in favor was unanimous.

Executive Session: Personnel Matter – Mr. Pearce moved, seconded by Mr. Jackson, to go into Executive Session to discuss a personnel matter.

=====
The Committee went into Executive Session at approximately 6:30 p.m. and came out at approximately 7:03 p.m.
=====

The meeting recessed at approximately 7:03 p.m. and reconvened at approximately 7:20 p.m.

=====
The Committee went into Executive Session at approximately 7:21 p.m. and came out at approximately 8:18 p.m.
=====

ADJOURNMENT

The meeting adjourned at approximately 8:18 p.m.

Submitted by,
Damon Jeter, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Sidewalk Repairs & ADA Upgrades (County Maintained Public ROW on Residential Streets) [**PAGES 7-13**]

Reviews

Richland County Council Request of Action

Subject: Sidewalk Repairs & ADA Upgrades (County Maintained Public ROW on Residential Streets)

A. Purpose

Richland County is requested to allow Public Works to expend public funds for maintenance and upgrading of sidewalks on all streets (including residential), not just arterial and collector streets.

B. Background / Discussion

Public Works receives 10 – 20 requests per year for repair of sidewalks on County maintained roads. Public Works is also implementing a program of upgrading existing sidewalks to be in conformance to the Americans with Disabilities Act (ADA) regulations, which we have also received requests to perform.

Richland County regulations (Sec 21-22, attached) limit the use of public funds for construction to sidewalks only on arterial and collector streets. The current Ordinance language is attached along with the proposed ordinance change. Most of the repair requests are from residential streets and ADA upgrades must also be addressed on residential streets.

Sidewalks are typically installed in the public right of way of roads accepted for maintenance by Richland County. The Richland County Planning Code (Sec 26-179, attached) requires installation of sidewalks in most developments. This language is also attached as reference. Richland County Council has adopted a Complete Streets Policy which promotes inclusion of alternate transportation modes such as sidewalks and bike paths in the public right of way. Public Works is responsible for maintenance of the facilities in the public right of ways.

If the policy is not changed, Public Works cannot maintain sidewalks on county maintained *residential* streets and cannot upgrade walks and ramps to ADA compliance on County maintained *residential* streets.

By changing this policy, the County will have the ability to use public funds for sidewalk repairs and ADA upgrades on *all* streets when funds are identified and become available. The estimated annual cost of residential sidewalk repairs is \$20,000 per year, with potentially 900 ramps that need ADA upgrades totaling \$1,350,000 (900 @ \$1,500). Richland County has applied for a SCDOT grant to address a small portion of ADA upgrades across the County in the amount of \$300,955.

If the policy is not changed, repairs and upgrades may take longer to implement and the County may risk incurring financial damages from potential trip and fall claims. These costs cannot be estimated.

C. Legislative / Chronological History

Staff initiated request. There is no direct legislative history

Item# 2

D. Financial Impact

There is no direct cost related to this policy change request.

E. Alternatives

1. Do not authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.
2. Authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

F. Recommendation

It is recommended that council approve Alternative 2, and authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

Recommended by: David Hoops Department: Public Works Date: September 26, 2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/6/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation supports the Public Works Director and is based on internal discussions. The ROA is intended to establish consistency between county ordinances, and the Director has identified funding in the Road Maintenance budget.

Planning

Reviewed by: Tracy Hegler

Date: 11/7/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Please see my recommended wording changes in red on the attached ordinance.

Administration

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets. Also recommend approval of the amended ordinance with the recommended changes by Legal.

Item# 2

Section 21-22. Sidewalks (Current language as of November 2012)

(a) **Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.** The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

(b) **Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets.** Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

Sec. 26-179. Pedestrian, bicycle, and transit amenities

(a) *Sidewalks and other pedestrian amenities.*

- (1) *Institutional developments and major residential subdivisions.* All new institutional developments and major residential subdivisions are required to have sidewalks provided along one (1) side of all roads within and abutting the development, except controlled access facilities. The radius of a cul-de-sac shall be exempt from the installation of sidewalks. Sidewalks shall have a minimum width of five (5) feet along external roads abutting the development and a minimum width of four (4) feet along internal roads. A median at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. Sidewalks shall match the grade or elevation of adjacent sidewalks at the property lines. If there is no adjacent sidewalk, then the sidewalk should be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **All sidewalks shall be constructed to the specifications of the public works department and shall meet the minimum requirements of the Americans with Disabilities Act, which are referenced in the County Engineer's "Design Guidelines Road Standards".** Sidewalks that will not be dedicated to the county along private roadways shall have a minimum width of three (3) feet along internal roads, and shall be exempt from ADA compliance if allowed by federal law. The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.

- (2) *Commercial, office, industrial, and PDD districts.* All new development within any commercial, office, industrial, or PDD district is required to provide sidewalks along all sides of abutting roads, except along controlled access facilities. Sidewalks shall have a minimum width of five (5) feet and shall be constructed to the specifications of the public works department. A median strip at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. The sidewalk shall be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.**

The following amendments were recently added to section 26-179 on October 16, 2012:

- (5) *Alternative to sidewalk.* If a trail network is designed to be functionally superior or equivalent to a standard sidewalk plan, then it may be used as a viable alternative. Functionality should be assessed based on connectivity, rather than linear feet.
- (6) *Waiver of sidewalk requirement.* Strict sidewalk requirements may be waived on a case by case basis, particularly if connectivity is improved by alternative systems.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-22, SIDEWALKS; SO AS TO ALLOW THE PUBLIC WORKS DEPARTMENT TO CONSTRUCT AND/OR IMPROVE SIDEWALKS ON ALL STREETS, AS NEEDED.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; is hereby amended to read as follows:

Section 21-22. Sidewalks.

~~(a) Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.~~ The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction, maintenance, and/or improvement projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

~~(b) Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.~~

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

Item# 2

ATTEST THIS THE _____ DAY

OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Item# 2

Richland County Council Request of Action

Subject

South Paving Contract Award [**PAGES 14-19**]

Reviews

Richland County Council Request of Action

Subject: South Paving Contract Award

A. Purpose

County Council is requested to approve the award of the South Paving contract to Cherokee, Inc. for the paving of thirteen (13) County owned and maintained dirt roads.

B. Background / Discussion

The Richland County Paving Program was split into two contracts, the North and South Paving contracts. Each contract consists of 10-15 County owned and maintained dirt roads that will be paved. Along with the paving of the dirt roads, improvements to the storm drainage systems will be constructed. The improvements include the use of valley gutters and storm drainage systems.

The South Paving contract for Engineering Services was awarded to Jordon, Jones and Goulding, which was bought out by Jacobs Engineering, in June 2004. The Engineering Services were completed and reviewed by the Engineering Staff at Public Works. The Project was advertised and bid on September 13, 2012. The Engineer's Construction Estimate was \$1,412,117.03, which included a ten (10%) contingency.

The following dirt roads are part of the South paving contract (Districts 10 and 11):

- Adams Jackson Road
- Bill Street
- Burdock Court
- Phoenix Court (Formerly Edward Court)
- Jay Street
- Lakin Road
- Pincushion Lane
- Tennessee Avenue
- Seabrook Avenue
- Short Way
- South Evans Street
- Third Street
- Wilson Nixon Road

There were five (5) bidders for the South Paving contract. Cherokee, Inc. has been determined to be the lowest, responsible, responsive bidder for the project with a bid of \$1,069,361.50. Listed below are the bid amounts for all bidders:

- R&T Grading, Inc. - \$1,165,332.00
- Boggs Paving - \$1,149,797.50
- Sox and Sons - \$1,146,640.10
- Threlko, Inc - \$1,113,726.60
- Cherokee, Inc. - \$1,069,361.50

Richland County Public Works requests to add a 10% contingency to this bid amount in the amount of \$106,936 for any changes that may arise during construction. This brings the total to \$1,176,297.50.

This project is solely being funded by “C” funds allocated by the County Transportation Committee (CTC) and programmed by the SC Department of Transportation. (See attached correspondence from SCDOT.)

C. Legislative / Chronological History

- The project was bid on April 5, 2007 with a low bid of \$1,055,278.64 from Sloan Construction Company.
- On May 1, 2007, Council approved the award of the contract.
- In late 2007, the CTC told Richland County that the CTC had expended all of their available funding, and this project was put on hold.
- In early 2010, the CTC stated that they had the funding and Richland County could proceed with the South Contract.
- In late 2010, Richland County started the rebidding process.
- On January 24, 2012, the South Paving project was re-bid with a low bid of \$814,287.00 from RTL Grading.
- An ROA was prepared and forwarded to D&S on February 28, 2012 with a recommendation to award to RTL Grading.
- Council approved the contract to RTL Grading at the March 6, 2012 Council Meeting.
- On April 26, 2012, Richland County received a letter from RTL withdrawing their bid because it had not been awarded within 90 days.
- September 13, 2012, the project was bid again with a low bid of \$1,069,361.50 from Cherokee, Inc.

D. Financial Impact

There is no financial impact on the County. CTC funds have been approved to cover the entire contract amount of \$1,176,297.50. The contract will be funded with “C” funds allocated by the CTC and programmed by the South Carolina Department of Transportation (SCDOT).

E. Alternatives

1. Approve the request to award the South Paving construction contract to Cherokee, Inc. in the amount of \$1,176,297.50.
2. Do not approve the request to award this construction contract to Cherokee, Inc. in the amount of \$1,176,297.50. Further direction from Council is requested if this alternative is selected.

F. Recommendation

It is recommended that County Council award the South Paving contract to Cherokee, Inc. in the amount of \$1,176,297.50 for the paving of thirteen (13) County dirt roads.

Recommended by: David Hoops

Department: Public Works

Date: 9/27/2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 10/12/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the request to award the South Paving contract to Cherokee, Inc.



October 16, 2012

Mr. J. Stacy Culbreath, P.E.
Assistant County Engineer
Department of Public Works
400 Powell Road
Columbia, South Carolina 29203

Dear Mr. Culbreath:

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

Per the CTC's approval, funds were increased from \$1,000,000.00 to \$1,176,297.50 for local paving project **C PCN 33503**. The South Paving Project is identified as road improvements to Adams Jackson Road, Bill Street, Burdock Circle, Delaware Street, Jay Street, Lakin Road, Phoenix Court, Pincushion Lane, Quarry Street, South Evans Street, Seabrook Avenue, Short Way, Tennessee Avenue, Third Street and Wilson Nixon Road.

Also \$60,000.00 was allocated to Richland County Public Works for state reimbursement project **C PCN 42233**. This project is identified as the repair of existing sidewalk, as well as bringing all crossings into ADA compliance, along Atlas Road (S-50) starting at Bluff Road and extending to the intersection of Bible Way.

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

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

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

Item# 3

Mr. J. Stacy Culbreath
Page 2
October 16, 2012

1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

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

All work on SCDOT right of way must be constructed in accordance with the SCDOT Standard Specifications for Highway Construction. In the event a dispute as to whether the construction complies with the SCDOT Standard Specifications, the decision of the State Highway Engineer shall be final and conclusive. Prior to beginning work on SCDOT right of way, an encroachment permit must be obtained from the SCDOT Resident Maintenance Engineer for Richland County, Tony Magwood, who may be reached at telephone number 803-786-0128.

Prior to beginning work on project C PCN 42233, it will be necessary to certify that the local government will provide, or require the contractor performing the work to provide, a drug-free work place in accordance with S.C. Code of Laws Section 44-107-10, et seq. Please complete the attached certification and return it to SCDOT.

We are pleased to be working with you to make this project successful. If you have any questions, please call me at 803-737-4832.

Sincerely,



Batina Feaster
Program Coordinator
C Program Administration

BF:bmf
Enclosures

Item# 3

Richland County Council Request of Action

Subject

Contract Renewal for EMS Billing Vendor (Lowcountry Billing) **[PAGES 20-30]**

Reviews

Richland County Council Request of Action

Subject: Contract Renewal for EMS Billing Vendor (Lowcountry Billing)

A. Purpose

County Council is requested to approve a seven-year contract renewal for Lowcountry Billing to continue providing medical billing and collection services for service dates prior to July 1, 2009 on behalf of the Richland County Emergency Services Department.

B. Background / Discussion

Prior to 2009, Richland County's Emergency Services Department contracted its ambulance billing services solely with Lowcountry Billing.

In May 2009, Richland County contracted with EMS Management & Consultants, Inc. to "provide routine billing, bill processing, and fee collection services" for all accounts initiated on and after July 1, 2009.

On July 7, 2009, the County Administrator signed a Billing Services Agreement with Lowcountry Billing to "provide billing, bill processing, and fee collection services for dates of service prior to July 1, 2009." This Agreement expired June 30, 2010, and was subsequently renewed for one year extensions in June 2010 and June 2011. Please find attached the 2009 Lowcountry agreement for EMS Billing Services.

Part of the collection effort by Lowcountry includes submitting uncollected debts to the State's Setoff Debt / GEAR program. (Setoff Debt involves collecting debts from any tax refunds that the debtor may be due. GEAR involves collecting debts from the garnishing of wages and/or bank accounts.) Richland County chooses to remove inactive debts (debts for which no payments have yet been made) from the Setoff Debt/GEAR program after ten years. A seven year agreement extension is requested because Lowcountry Billing will have debts that need collecting and managing for another seven years, until the end of 2019 (ten years = 2009 – 2019).

As an example: in 2013, only debts that were initiated (by the date of service) between 1/1/2003 and 7/1/2009 will be added to the Setoff Debt / GEAR Program for Lowcountry Billing. (2013 – 10 years = 2003.) In 2019 (seven years from the current contract expiration in 2012), only debts that were initiated between 1/1/2009 and 7/1/2009 – the date at which Lowcountry Billing no longer has debts subject to the terms of the Billing Services Agreement – will be added to the Setoff Debt / GEAR Program. Please see the proposed Third Addendum to Lowcountry's Agreement for EMS Billing Services (Extension) below.

C. Legislative / Chronological History

The chronological history of this issue has been stated above, but is listed succinctly here:

- Up to July 1, 2009 – EMS billing services provided exclusively by Lowcountry Billing.
- April 7, 2009 - Council approved an intermediate contract with Lowcountry Billing Services.

- July 7, 2009 – An Agreement for EMS billing services was signed with Lowcountry Billing to “provide billing, bill processing, and fee collection services for dates of service prior to July 1, 2009.”
- June 28, 2010 – One year extension to Billing Agreement with Lowcountry Billing signed.
- June 30, 2011 – Another one year extension to Billing Agreement with Lowcountry Billing signed.
- Current - 2012 – A Lowcountry Billing Agreement is being requested through 2019.

D. Financial Impact

No funds are required to be paid directly from Richland County to Lowcountry Billing for the services provided, nor for the requested extension through 2019. (The company is paid directly out of the funds that are collected by debtors, as set forth in the Billing Services Agreement.)

E. Alternatives

1. Approve a seven year agreement renewal with Lowcountry Billing to continue providing services regarding ambulance debt collections.
2. Approve a one year agreement renewal with Lowcountry Billing, and revisit the issue again prior to June 30, 2013 – when the Agreement for Lowcountry Billing expires.

F. Recommendation

It is recommended that Council approve an addendum to the existing contract with Lowcountry Billing to extend the contract for seven more years, from July 1, 2012 – June 30, 2019.

Recommended by: Pam Davis Department: Business Services Date: 11/2/12

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 11/8/12
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd Date:
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: This contract is administered by Finance.

Procurement

Reviewed by: Rodolfo Callwood Date: 11/13/12
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve an addendum to the existing contract with Lowcountry Billing to extend the contract for seven more years, from July 1, 2012 – June 30, 2019.

STATE OF SOUTH CAROLINA)
) Third Addendum to Agreement for EMS Billing Services
COUNTY OF RICHLAND) (Extension)

THIS ADDENDUM entered into this ____ day of _____, 2012, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and LOWCOUNTRY BILLING SERVICES, INC. (hereinafter referred to as "Lowcountry").

WHEREAS, the parties entered into an Agreement for EMS Billing Services (hereinafter the "Agreement"), dated July 1, 2009, an Addendum to Agreement for EMS Billing Services (Extension), dated June 28, 2010, and a Second Addendum to Agreement for EMS Billing Services (Extension), dated June 30, 2011; and

WHEREAS, the parties now wish to extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically on June 30, 2019.
2. In all other respects, the Agreement shall remain in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

LOWCOUNTRY BILLING SERVICES, INC.

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **AGREEMENT FOR EMS BILLING SERVICES**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 7 day of July , 2009 between LOWCOUNTRY BILLING SERVICES, INC. (hereinafter "Lowcountry") and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter the "County").

WITNESSETH:

WHEREAS, Lowcountry is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, and

WHEREAS, the County is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Lowcountry is the current ambulance billing services provider to the County; and

WHEREAS, the County has contracted for future ambulance billing services with EMS Management Consultants, with such contract term to begin July 1, 2009; and

WHEREAS, the County wishes to retain Lowcountry for a specific period of time to provide medical billing and collection services for service dates prior to July 1, 2009 and Lowcountry wishes to provide such services to the County, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ENGAGEMENT.** During the term of this Agreement, Lowcountry shall provide billing, bill processing and fee collection services for dates of service prior to July 1, 2009. These services shall include: (1) preparing and submitting claims and bills for the County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients; (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during Lowcountry's normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue.

At no time will Lowcountry provide billing or collection services on any account with a service date of July 1, 2009 or after, nor on any account already being billed by EMS Management Consultants.

Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Lowcountry will have no authority to pledge credit, contract, or otherwise act on behalf of the County except as expressly set forth herein.

Lowcountry agrees to use its best business practices to cooperate fully with the County and EMS Management Consultants in the transition of ambulance billing services to EMS Management Consultants and in the resolution of billing problems which may arise due to the transition of ambulance billing services to EMS Management Consultants (i.e. an account being billed by both Lowcountry and EMS Management Consultants).

2. COMPENSATION OF LOWCOUNTRY BILLING.

- (a) Client shall pay a fee for the services of Lowcountry hereunder, on a monthly basis, in an amount equal to *7.5%* of "Net Collections" as defined below (the "Compensation") for the term of the Agreement. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by Lowcountry from payers, patients,

attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

6. PRIVACY.

Confidentiality. All data and information furnished to Lowcountry by Client shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

7. GENERAL.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government
Office of Procurement
Attn: Director
2020 Hampton Street
Suite 3064
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

LOWCOUNTRY BILLING:

RICHLAND COUNTY:

Lowcountry Billing Services, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: Director of Marketing

Title: County Administrator

Date: 7/1/2009

Date: 7-7-09

Witnesses

Witnesses

Jennifer Combs

Rexanne Matthews Ancheta
[Signature]

Richland County Council Request of Action

Subject

Ordinance Amendment: Increase the Cost of Towing and Wrecker Services **[PAGES 31-45]**

Reviews

Richland County Council Request of Action

Subject: Ordinance Amendment: Increase the Cost of Towing and Wrecker Services

A. Purpose

County Council is requested to approve an amendment to County Ordinances Chapter 25, Article II: Towing and Wrecker Services, Section 25-20 Wrecker and Storage Charges in order to increase the cost for services.

B. Background / Discussion

On October 16, 2012 Richland County Wrecker Service Operators requested County Council review for possible adjustment the 2009 Richland County Ordinance pertaining to allowable fees charged for wrecker (towing) and storage services due to increased costs in fuel, insurance, materials (tires, batteries, trucks), personnel and overall inflation. A copy of the October 16 presentation, as well as correspondence to Councilman Manning, is attached as reference.

A review of the South Carolina Highway Department and Lexington County processes was conducted, and the request does not appear to be unreasonable or unfair. (See attached Current Towing and Wrecker Services chart.)

Current Code of Ordinances Allowable Charges
1. Basic Tow Charge - \$125.00
2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour
3. Collision Tow - \$150.00 plus the Basic Tow charge *
4. Storage Charges - \$10.00

Requested Increase by Richland County Wrecker Service Operators
1. Basic Tow Charge - \$160.00
2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$125.00 per hour
3. Collision Tow - \$160.00
4. Storage Charges - \$25.00

*NOTE- When these same charges were increased in 2009 (Ord. 062-09HR), Council approved language (identical in all three readings) that stated that the Collision Tow charge would be \$150 and would NOT be combined with the basic tow charge. Unfortunately, when the Ordinance was executed, the document failed to include the word “not” and thus, requires the \$150 plus the basic tow charge. Again, this language was not passed by Council and the signed document (062-09HR) contains a scrivener’s error. The language in the draft Ordinance (attached) before you removes that error and includes the language actually passed in 2009.

Please note that according to Chris Schroeder at Schroeder Towing, customers are currently

charged \$150 only when being towed for a collision. The towing / wrecker companies are **not** charging this fee on top of a basic tow fee. Accordingly, the towing / wrecker companies are following the original intent of the Ordinance. (The correspondence to Mr. Manning from Mr. Schroeder contains the incorrect language contained in Ord. 062-09HR, which is revised herein.)

C. Legislative / Chronological History

This item was forwarded from the October 16, 2012 Council Meeting to the November A&F Committee.

D. Financial Impact

There is no financial impact to the County, as payments are made directly from the vehicle owner to the Richland County Wrecker Service Operators.

E. Alternatives

1. Approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).
2. Do not approve the request to amend the Ordinance to reflect the price increases.

F. Recommendation

It is recommended that Council approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).

Recommended by: Rodolfo A. Callwood Department: Procurement Date: 11/2/2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/13/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is based on the Procurement Director's request and the proposal having no fiscal impact to the County

Legal

Reviewed by: Elizabeth McLean

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the amended fee schedule as proposed.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 25, VEHICLES FOR HIRE; ARTICLE II, TOWING AND WRECKER SERVICES; SECTION 25-20, WRECKER AND STORAGE CHARGES, SO AS TO INCREASE THE FEES CHARGED FOR TOWING AND WRECKER SERVICES.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and storage charges; is hereby amended to read as follows:

Section 25-20. Wrecker and storage charges.

(a) A basic tow charge of ~~\$125~~ \$160 shall be made for the use of a wrecker (other than a large wrecker) called to tow a vehicle pursuant to the provisions of this article. An additional charge of ~~\$75~~ \$125 per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. a dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be ~~\$150~~ \$160 and will not be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violations or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon immediate payment of \$50 to the wrecker operator if a basic tow truck was called or upon payment of \$85 to the wrecker if a large tow truck was called.

(b) Storage charges on stored or impounded vehicles shall be ~~\$10~~ \$25 per day.

(c) No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.

(d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Current Towing and Wrecker Services November 2012

Richland County	Lexington County	SC Highway Patrol
<ol style="list-style-type: none"> 1. Basic Tow Charge - \$125.00 2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour 3. Collision Tow is \$150.00 plus the basic tow charge 4. Large Wrecker Tow Charge -\$250.00 5. Special Circumstances (overturned cab/trailer) \$200.00 per Hour 6. Storage Charges - \$10.00 7. Tows Due to Parking Violations & Abandonment - If the owner appears and makes claim to the vehicle prior to it being towed but after the wrecker has been called, an immediate \$50.00 charge for basic tow and \$85.00 for large wrecker tow, shall be paid to the wrecker operator 	<ol style="list-style-type: none"> 1. Class A Public Vehicles: Violations - \$150.00 Non Violations - \$125.00 2. Class A - County Owned \$65.00 Flat Fee 3. Additional Charges for Class A Public and County Vehicles Winching - \$50.00 Removal of Drive Shaft - \$15.00 Wait Time \$50.00 per hour 4. Class B - Public & County Vehicles \$100.00 per hour 5. Class C - Public & County Vehicles \$150.00 per hour 6. Vehicle Storage - \$25.00 per day 7. Landau/Lowboy - \$150.00 Flat Fee 8. Vehicle towed outside of County in excess of 15 miles - additional \$3.00 per mile 	<ol style="list-style-type: none"> 1. Class A - Violations - \$135.00 Collisions - \$185.00 Stranded Motorist /Abandon Vehicle - \$135.00 Storage - \$25.00 per day 2. Class B - Violations - \$145.00 Collisions - \$200.00 Stranded Motorist /Abandon Vehicle - \$145.00 Storage - \$25.00 per day 3. Class C - Violations - \$350.00 Per hour Collisions - \$350.00 Per hour Stranded Motorist/Abandon Vehicle - \$350.00 Per hour Storage - \$35.00 per day

October 3, 2012

The Honorable Jim Manning
Richland County Council District 8
4531 Briarfield Road
Columbia, SC 29206

Dear Sir,

My name is Chris Schroeder and I am the owner and operator of Schroeder's Towing Inc. I am writing this letter on behalf of all the current tow truck operators now on the Richland County rotation list. It is written as a request for the consideration of Richland County Council concerning the amounts allowed for towing and storage services in Richland County.

As I am sure you are aware the price of fuel has risen drastically since 2009, which is the last time Council considered this matter. With Diesel fuel now well over four dollars a gallon, insurance premiums increasing exponentially, compounded by rising cost of pay and benefits to employees, I, like the other operators in Richland County, simply cannot operate at the prices we are allowed to charge in Richland County.

The South Carolina Highway Patrol, The City of Columbia and other governmental agencies in and around Richland County have adjusted accordingly so that we may continue to operate in a fair and equitable manner.

The proposal below is comparable to the aforementioned agencies current pricing and would compensate for the increases previously described. I am therefore asking you to consider these changes (reflected in blue) to section 25-5 of the Richland County code to bring Richland County in line with today's market place.

Sec. 25-20. Wrecker and storage charges.

- (a) A basic tow charge of \$125 (~~\$125~~) shall be made for the use of a wrecker (other than a large wrecker) called to a vehicle pursuant to the provisions of this article. An additional charge of \$75 (~~\$125~~) per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be \$150 (~~\$160.00~~) and will be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violation or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon

- (c) No stored or impounded vehicles shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.
- (d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid .No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

(Ord. No 764-81 VIII, 1-7-81; Ord. No. 070-00Hr, I, 11-14-00; Ord. 062-09HR, I, 11-17-09)

If you or any of the other members of Council have any questions, please contact me at 803.917.8004 at any time.

Thanking everyone in advance for Council's consideration in this matter, I am

Sincerely,

Chris Schroeder

Cc: All Members of Richland County Council
All Wrecker Services towing for Richland County
Sheriff Leon Lott
Corner Gary Watts
Lt. McRoberts

**PETITION FOR CHANGE OF SECTION 25-20 OF THE
RICHLAND COUNTY CODE**

<u>Schroeders Towing</u>	<u>Chris Schrod</u> 9-27-12
Print	Signature and date
<u>Campbell's Inc.</u>	<u>[Signature]</u> 9-27-12
Print	Signature and date
<u>City Garage</u>	<u>[Signature]</u> 9-27-12
Print	Signature and date
<u>Columbia P&H Auto</u>	<u>Day Wether</u> 9/27/12
Print	Signature and date
<u>BROWN MEYER</u>	<u>[Signature]</u> 9/27/12
Print	Signature and date
<u>Body Mender Collision</u>	<u>Karen DeBaggio</u> 9/27/12
Print	Signature and date
<u>LONNIE ROBERTS</u>	<u>[Signature]</u> 09/27/12
Print	Signature and date
<u>CAPITAL CITY TOWING</u>	<u>[Signature]</u> 9/27/12
Print	Signature and date
<u>ROBERT KENNEDY</u>	<u>[Signature]</u> 9/27/12
Print	Signature and date
<u>HAPPY DADLY TOWING</u>	<u>[Signature]</u> 9/27/12
Print	Signature and date
<u>SUSAN McBEAN</u>	<u>[Signature]</u> 9/27/12
Print	Signature and date
<u>Paul Hand Towing</u>	<u>Hand Hand</u> 9-27-12
Print	Signature and date
<u>JACK Brazell</u>	<u>Jack Brazell</u> 9-27-12
Print	Signature and date
<u>Eagle One Towing</u>	<u>[Signature]</u> 9-27/12
Print	Signature and date

October Presentation by Schroeder's Towing on October 16, 2012

Section 25-20 of the Richland County Ordinance

Request Review and Modification of Ordinance

Reasons why:

- Fuel costs
- Insurance costs
- Material costs (tires, batteries, trucks)
- Overall inflation
- Personnel costs

October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

Material Costs (Tires)

- The average tire cost in the beginning of 2009- \$100.00
- The average tire cost at the beginning of 2012- \$170.00
- A 70% increase on average!
 - Source- Dunn Tire Blog

What Tow Company Owners are asking for:

- An increase in basic tow charge of \$125 to \$160.
- An increase from \$75.00 per hour to \$125.00 per hour "if there are special circumstances."
- "If the tow is being used for a collision, the charge will be \$150 (request increases to \$160.00)
- "Storage charges on stored or impounded vehicles shall be \$10 (request increase to \$25.00) per day.

Thank you for your time!

From All Richland County Tow Operators

Richland County Council Request of Action

Subject

Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate **[PAGES 46-51]**

Reviews

Richland County Council Request of Action

Subject: Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate

A. Purpose

County Council is requested to approve an Intergovernmental Service Contract to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

B. Background / Discussion

In October 2012, the Town of Eastover requested that Richland County Eastover District Magistrate Donald J. Simons serve as the Town of Eastover Administrative Municipal Court Judge.

Judge Donald J. Simons previously served in this position from 1992 until March 2012. A different municipal judge was appointed in 2012. The position is now vacant.

As stated in the attached proposed contract, Judge Simons' duties will be as follows:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon.
- While actually performing the functions and duties of the Administrative Municipal Judge, Donald H. Simons shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.

C. Legislative / Chronological History

- Richland County is legally authorized to contract for services with municipalities, as provided in Section 4-9-40. "Power of county to contract for services within municipalities: "Any county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. Provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body."
- The position of the municipal judge is vacant and Donald J. Simons is eligible to serve as the municipal judge as provided in SC Code of Laws, Section 14-25-25. "Eligibility for judgeship; vacancy in office and temporary absence. A municipal judge shall not be required to be a resident of the municipality by whom he is employed. A municipality may contract with any other municipality in the county or with the county governing body to employ the municipal judge of the other municipality or a magistrate to preside over its court. In case of a vacancy in the office of municipal judge, a successor shall be appointed in the manner of original appointment for the unexpired term. In case of the temporary absence, sickness, or disability of a municipal judge, the court shall be held by a judge of another municipality or

Item# 6

by a practicing attorney or some other person who has received training or experience in municipal court procedure, who shall be designated by the mayor and take the prescribed oath of office before entering upon his duties.”

D. Financial Impact

There will be no financial impact to the County. The Town of Eastover will contract to pay the sum of \$355.05 plus FICA and retirement each month to Richland County and said compensation shall be paid to Donald Simons for his services to the Town.

Twelve months of Salary, FICA, and Retirement:

Salary	\$4,261.00
FICA	326.00
<u>Retirement</u>	<u>524.00</u>
Total	\$5,111.00

E. Alternatives

1. Approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.
2. Do not approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

F. Recommendation

It is recommended that Council approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

Recommended by: Donald J. Simons Department: Eastover Magistrate Date: 11-6-2012

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/8/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Request is a contractual matter between the County and the Town of Eastover; therefore, is at Council Discretion.

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Please note a few recommended changes in red below.

Administration

Reviewed by: Sparty Hammett

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Recommend Council approval with the changes recommended by Legal.

STATE OF SOUTH CAROLINA

**INTERGOVERNMENTAL
SERVICE CONTRACT**

COUNTY OF RICHLAND

This Agreement made and entered in to between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the “County”, and the TOWN OF EASTOVER, a political subdivision of the State of South Carolina, hereinafter referred to as the “Town”.

WHEREAS, the Town is desirous of providing an efficient and effective municipal court system utilizing the most qualified personnel; and

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, Donald J. Simons for the position of Eastover Municipal Judge: and

WHEREAS, the County is willing to permit Donald J. Simons to serve as the Town of Eastover Municipal Court Judge; and

WHEREAS, both the parties hereto are authorized to enter into the Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Donald J. Simons shall serve as the Eastover Administrative Municipal Court Judge.
2. Donald J. Simons shall perform all functions and provide such services to the Town as have been customarily rendered by the Town’s Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon.
3. While actually performing the functions and duties of the Administrative Municipal Judge, Donald J. Simons shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by County, its employees, or it’s Council.
4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum three hundred fifty-five (\$355.05) and five one-hundreths dollars per month, the said sum being due on the last day of each and every month that said services are rendered. That said sum shall constitute total compensation to Donald J. Simons for the services provided herein. The Town shall additionally be responsible for all sum for its portion of FICA withholding and retirement and any other sums customarily paid by an employer.
5. That all sums paid to the County for the services of the Richland County Magistrate shall be reimbursed remitted to Donald J. Simons less the deductions set forth in paragraph four above.
6. This agreement may at any time be terminated by the Town Council of Eastover or Donald J. Simons by giving the County thirty (30) days written notice of their desire to terminate the Agreement.

7. The Agreement may be amended, modified, or changed by written agreement of the parties ~~County of Richland~~ and the Town of Eastover reserves the right to increase that portion of compensation rendered to Donald J. Simons for his service without approval of the Richland County.
8. The Town shall ~~render~~ hold the County harmless from any and all claims, demands, and/or actions brought against the town by any person, natural or corporate, arising from any act and/or omission on the part of Donald J. Simons during the course of providing such services to the Town.

IN WITNESS WHEREOF, the County of Richland has caused this Agreement to be executed by the Administrator or Richland County and the Town of Eastover has, by direction of its Mayor, caused the Agreement to be executed this _____ day of _____, which shall be known as the effective date of this Agreement.

Town of Eastover

County of Richland

Geraldene Robinson
Mayor

W. Anthony McDonald
Interim County Administrator

AND I DO SO CONSENT AND
AGREE:

Donald J. Simons
Eastover Magistrate

Richland County Council Request of Action

Subject

Family Court Child Support Enforcement Position [**PAGES 52-55**]

Reviews

Richland County Council Request of Action

Subject: Family Court Child Support Enforcement Position

A. Purpose

County Council is requested to approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement position.

B. Background / Discussion

The state of the economy has had a profound effect on all areas of the Family Court department, especially Child Support Enforcement. An additional full-time Child Support Enforcement position is needed to assist the citizens of Richland County with meeting their needs through the Family Court process. The economy has caused an increase in the need to file for child support and the non-custody parent not able to pay child support.

Presently there are over 500 more phone calls and/or complaints monthly (previously 1,500) from customers who require assistance from Child Support Enforcement. This has become overwhelming to staff based on the following:

- Failure to pay child support bench warrants issued and served
- Child support wage withholding requests
- Orders of protection (domestic abuse) orders processed
- DSS child support cases and juvenile cases

Designation – Payment of Court Cost (commonly referred to as IV-D)

“Designation” is a federal requirement that a non-custodial parent (NCP) specifies that 5% of his/her support payment is to satisfy court fees. Without this designation form signed, the collections received are presumed to be child support, and court fees cannot be deducted. The federal government will not provide Federal Financial Participation (FFP) or certify a child support system that does not comply with federal distribution requirements.

The Designation Form report is a way that South Carolina can continue to collect court fees from each child support payment as is currently processed and provided for by state statute based on the contract between SC Department of Social Services (DSS) and Richland County. DSS currently reimburses the Clerk of Court for enhancement and enforcement activities carried out in cooperation with DSS. If Richland County does not “properly enforce” each child support case, DSS will not continue to reimburse court fees to the County. If there is not a designation form signed by each NCP, it can be interpreted as not properly enforcing the child support case.

There are over 19,000 child support cases with Richland County. Only 7,000 (37%) of Richland County cases have been properly signed using a designation form. This percentage is extremely low when it is compared with other counties. A full time position in Child Support Enforcement is needed to improve our child support enforcement. This position will allow the

County to process the remaining signatures and help keep us on track for the future growth of child support enforcement.

The IV-D 5% reimbursement fees that are collected are for Child Support Enforcement. These fees are designated for the sole purpose of enforcement, enhancement and improvement of child support enforcement and have to be separate from the county financial budget for the operation of Family Court.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

Two positions were requested in the 2013 budget process that were to be funded with Child Support Enforcement IV-D funds. One was approved.

D. Financial Impact

The average annual amount of DSS Child Support Enforcement IV-D funds received during the last three fiscal years is \$645,000. Due to stricter processing guidelines being enforced by the Federal government, the County faces a possible loss of \$387,000 (63%) IV-D funds annually. Adding an additional staff person will help Richland County process 100% of the Designation Forms that are used to receive DSS Child Support Enforcement IV-D funds.

The new position for child support enforcement will be funded with the DSS-IV funds. The position and fringe for the full-time position is \$46,158.05. The remaining \$3,841.95 will be used to purchase a computer, printer, desk and other supplies for the position.

E. Alternatives:

1. Approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position.
2. Do not approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position and reduce the amount of IV-D funds received on an annual basis.

F. Recommendation

It is recommended that Council approve the request to amend the 2013 Budget for Clerk of Court to hire an additional, full-time Child Support Enforcement clerk based on the impact it will have on Unit Cost Reimbursement (IV-D) funds and meeting the needs of the citizens of Richland County.

Recommended by: Jeanette W. McBride Department: Clerk of Court Date: 11/2/12

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: This is a budget request; therefore, it is Council's discretion to approve and allocate the funding request.

As stated, the request was considered during the FY13 budget discussions, but not approved. For consistency, I would recommend that Council consider all budgetary requests during the budget process and not in off-cycle periods. Off-cycle requests can discourage the competitive review process for the limited recurring funding, reduce the effectiveness of Council's appropriation of funding process, and increase the risk of approving a recurring cost paid for with one-time revenues.

The office of the Clerk of Court is funded through the general fund and all Title IV monies are already accounted for through the General Fund process; therefore, these monies are not new dollars, but existing dollars that are already accounted for in balancing the budget. Therefore, approval would make the General Fund Budget out of balance.

Based on the above, approval would require the identification of another funding source and a budget amendment.

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 11/16/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: One of two requested new positions was approved during the FY 13 budget process. While it may be warranted, this request is recommended to be presented and considered during the FY 14 budget process, so as to avoid a mid-year budget amendment.

Richland County Council Request of Action

Subject

Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer [**PAGES 56-59**]

Reviews

Richland County Council Request of Action

Subject: Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer

A. Purpose

Council is requested to grant permission to sell a 2005 Ford Explorer to Hampton County, South Carolina.

B. Background/Discussion:

The Coroner would like to sell a 2005 Ford Explorer, Unit #DB066, serial number 1FMZU62K45UB53070, to Hampton County, SC for \$3,500.00. This amount is the Blue Book value of this vehicle as provided by Richland County's fleet manager. The Hampton County Coroner is in dire need of a vehicle, and this vehicle is no longer being used by Richland County. If the vehicle is not sold to Hampton County, it will be included in the next group to be auctioned, per the Fleet Manager.

C. Legislative/Chronological History

This is a staff initiated item. There is no legislative history.

D. Financial Impact:

Richland County will receive \$3,500 from the sale of the vehicle.

E. Alternatives:

1. Approve the request to sell a 2005 Ford Explorer to Hampton County, SC for \$3,500. Approval of this request will allow Hampton County to take possession of a much needed vehicle and promote good will between the two counties.
2. Do not approve. If this request is not approved, Hampton County will not take possession of said vehicle.

F. Recommendation

It is recommended that Council give its permission to sell the 2005 Ford Explorer to Hampton County for \$3,500.

Recommended by: Coroner Gary Watts Department: Coroner-2400 Date: 11/7/12

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: The request is a policy decision for Council on the sale of County property. The County fleet manager has documented that the amount is reasonable (see attached memo). Based on our records, it appears that the County has previously sold vehicles through a competitive sale instead of individual selection. If Council approves, I'd recommend that approval clearly articulate if this

Item# 8

is a one-time approval, or if this is a change in the method of sale to assist staff with future requests.

Procurement

Reviewed by: Rodolfo Callwood

Date:

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Council discretion; sale of county's vehicles has been through competitive process of an auction or a bid. Approval may set a policy; my recommendation is that if approved, the approval is for this one-time request, and not a policy revision.

Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Policy decision left to Council's discretion, however, keeping in mind the comments of the Finance Director and the Procurement Director.

Administration

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Recommend one-time approval of this request to sell the vehicle to Hampton County. The sale will assist another county and per discussion with the Fleet Manager, the County rarely receives the Blue Book value when vehicles are sold.



**Department of Support Services
Memorandum**



October 17, 2012

To: Daniel Driggers, Richland County Finance Director

From: Bill Peters, County Fleet Manager, Department of Support Services

Subject: **Richland County Unit DB066**

Good day, sir.

The unit that is being considered for the Hampton County Coroner is DB066, a 2005 Ford Explorer, serial number 1FMZU62K45UB53070. The vehicle has been taken out of service from the Richland County Sheriff's Department fleet. The current odometer reading on the vehicle is 127,679 miles. According to the NADA (National Automobile Dealers Association) guide, a fair market value for the vehicle in "average" condition and at the current mileage is \$3,550.00.

In reviewing the history of this vehicle, I have determined that it was involved in two incidents over the course of its service. The first occurred in October, 2006, and involved a repair to the rear bumper and right rear quarter panel. The more serious one occurred in March of this year, involving body damage to the front and rear of the unit resulting from a low speed collision in a drive through. There was no structural or frame damage done to the unit in either incident, the vehicle was placed back in service after each, and is safe to operate. The only major repair was transmission work performed in February, 2012.

In consideration of the further value of the unit to the County fleet, if the unit is not sold to Hampton County, it will be included in the next group to be auctioned. There are sufficient other vehicles here for our own usage. should the need arise for this type of equipment.

Please contact me with any questions or concerns.

Thank you.

A handwritten signature in blue ink that reads "Bill".

Bill Peters
Richland County Fleet Manager
Fleet Management Division
Department of Support Services

cc: Mr. John Hixon, Director, Department of Support Services

Richland County Council Request of Action

Subject

Pilot Program: Parking Meters at County Administration Building [**PAGES 60-68**]

Reviews

Richland County Council Request of Action

Subject: Pilot Program: Parking Meters at County Administration Building

A. Purpose

County Council's direction regarding a proposed Pilot Program involving parking meters in the parking lot at 2020 Hampton Street is requested.

B. Background / Discussion

Council Members Seth Rose and Jim Manning presented the following motion at the September 11, 2012 Council meeting:

Motion that we remove the parking meters in the County's satellite parking lot. The parking lot will be for those doing business at 2020 Hampton Street only and legal notice will stipulate violators of this policy will be towed. In addition, there will be a 2-hour time limit enforced by having those that enter the lot receive a time-stamped ticket.

The parking lot at 2020 Hampton Street provides parking for County and Health Department employees, departmental vehicles as well as the general public. Currently, Richland County owns and operates 34 meters in the parking lot behind 2020 Hampton Street and 15 metered spaces along Administration Building Drive/Washington Street. Please see attached map, as well as ordinance language for parking on County office property. The meters along Harden and Hampton Streets are under the jurisdiction of, and enforced by, the City of Columbia.

The majority of the County's meters were installed in 2008 as an alternative means of controlling parking, thereby ensuring adequate parking spaces for the public at 2020 Hampton Street. Meters had previously been installed at the parking spaces immediately adjacent to the building along Administration Building Drive/Washington Street, which is in front of Voter Registration.

Prior to the meters, access to the parking lot was controlled by the Sheriff's Department by way of an employee stationed in the parking booth at the lot's entrance. Citizens paid, upon leaving the lot, twenty-five cents for every half hour parked. Logistical problems, including the cost to pay the employee stationed in the booth and the schedule for having the employee work in the booth, eventually made this means of traffic control impractical and the practice was thereby stopped.

For more than a year after the booth was closed, access to the lot was open and parking was free. This quickly became problematic as there was no control over who was parking in the lot, and citizens coming to the Administration Building to conduct business were having trouble finding parking spaces.

To regain control of the parking lot and to ensure that adequate parking space was provided to the public, the County installed 34 meters at the parking spaces closest to the Administration Building. The cost to park at a meter is twenty-five cents per half hour, and the Sheriff's Department issues tickets to those individuals parking in spaces where time on the meters has

expired. Twenty-five cents is a nominal charge, although it helps significantly in the regulation of who parks in the public's parking spaces. The maximum amount a car can park in a metered space is two hours.

The parking booth was removed in the spring of 2012 along with electricity connections. The un-used booth and raised concrete platform created a barrier for ambulance drivers as the entrance and exit lanes were too narrow. With the demolition of the LRADAC Building, there is a potential to add additional parking spaces. Staff is developing a plan for the additional space. The plan will be presented to Council for approval at a later date.

Staff met with Council Members Rose and Manning on Monday, October 29. At that meeting, it was recommended that the parking meters in the (back surface) parking lot and the parking spaces adjacent to the building in front of Voter Registration be bagged so that the public may have free parking for up to two hours while taking care of County business. The Sheriff's Department will be requested to assist with enforcement. Non-compliant vehicles will be towed.

Also at this meeting, it was recommended that better signage regarding parking, including the new towing regulations, be installed throughout / around the 2020 Complex.

A Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing is therefore recommended.

After the 3 months, a report will be brought back to Council, and recommendations will be made at that time.

C. Legislative/Chronological History

- January 19, 2010 - Council Member Norman Jackson introduced a motion to have the parking meters removed from the County Administration Building, including the meters on the street around the building if the County has the proper jurisdiction over those meters. This item was sent to the D&S Committee.
- February 23, 2010 – D&S Committee deferred the item to the March 2010 meeting
- March 23, 2010 – The Committee recommended that Council not remove the parking meters. The vote in favor was unanimous.
- April 6, 2010 – County Council voted to not remove the parking meters at the County Administration Building.
- September 11, 2012 – Motion from Council members Rose and Manning mentioned in Section B was introduced to Council, and forwarded to the A&F Committee.
- October 29, 2012 – Meeting with Council Members Rose and Manning and staff to discuss Pilot Program.

D. Financial Impact

The loss of parking meters revenue for 3 months is estimated to be about \$5,000. The meters generate approximately \$20,000 annually, which is utilized for the maintenance of the County's parking facilities at 2020 Hampton Street. Again, despite the financial impact (\$5,000), it

should be noted that the meters were not installed to generate revenue for the County, but to provide better control over the parking lot to ensure the public has access to parking spaces while doing business at 2020 Hampton Street.

The cost to create and install the better parking signage throughout / around the 2020 Complex is also negligible, as these items can be created and installed in-house.

E. Alternatives

1. Approve a Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing.
2. Do not approve the Pilot Program, and come up with other alternatives.
3. Do not approve the Pilot Program, and leave the parking situation as-is.

F. Recommendation

It is recommended that Council approve a Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing. After the 3 months, a report will be brought back to Council, and recommendations will be made at that time.

Recommended by: Council Members Rose and Manning

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Pilot program may allow council to determine if desired results are achieved.

Legal

Reviewed by: Elizabeth McLean

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the three-month pilot program, following which a report on the success of the program will be brought back to the Council along with a recommendation for a more permanent resolution.

Below is Ordinance language for parking on County office property. Section 17-2 (b) items 1 through 6 refer to parking meters and (e) refers to enforcement. Section 17-3 refers to the RCSD officers assigned as security officers to issue tickets.

Sec. 17-2. Parking on county office property.

(a) There are hereby established the following regulations to govern use of parking facilities on the grounds of county owned or leased properties:

(1) All parking spaces shall be designated by the county administrator's office for use by employees of the county or for the use of county vehicles or for use by the public. The administrator may impose a reasonable fee for the use of such spaces.

(2) Each vehicle authorized to occupy an assigned employee parking space shall display an official identification decal.

(3) No vehicle without the appropriate decal shall occupy any assigned employee parking space.

(4) No employee shall park a vehicle in any numbered assigned parking space except that assigned to such person and for which a valid decal or temporary permit is displayed as provided herein.

(5) All assignments and decals for employee parking will be issued by the county finance department. No other office, department head, or person shall grant parking assignments.

(6) The first decal will be issued at no charge. This decal shall be placed on the left rear bumper (and left front bumper if two (2) decals are issued). If a decal is desired by an individual for a second or alternative vehicle, the cost per decal will be an amount set by the county finance department, based on the current cost to obtain parking decals. This fee will be paid to the county finance department.

(7) Each department head will submit a list containing the names of those employees who are to be issued decals. This list will include at a minimum: tag number, make of car, color, and office location of the employee.

(8) Each department will notify the finance department when a space is no longer needed or a change in assignment is desired.

(9) Any county employee who resigns or is otherwise terminated from employment shall on the last day of employment return his or her parking card to the county finance department. Failure to do so shall result in the withholding of that employee's last paycheck until such card is returned.

(10) Reserved parking spaces will be provided at the county administration building for use by the county council, department directors, and other personnel. When these spaces are reserved, they will be marked for such use and will become a tow-away zone.

(11) Reserved parking at the county judicial center and in nearby designated areas shall be assigned in priority order as follows:

- a. Permanent judges and judicial officers (location on a seniority basis);
- b. Visiting judges and judicial officers;
- c. Sheriff's department official vehicles;
- d. Other department heads; and
- e. Other personnel designated by department heads (available spaces allocated on a percentage basis, based on the number of employees in the department compared to the number of total full and part-time employees working at the courthouse).

(12) Non-county vehicles shall not be left on county premises for more than 48 hours without notice to a county security officer.

(13) No vehicle shall park in an unauthorized parking space.

(14) No vehicle shall park in a marked fire lane, a bus or taxi zone, a loading zone, a service or maintenance vehicle zone, or a space reserved for sheriff's vehicles unless properly authorized.

(15) No vehicle shall block the ingress or egress of another vehicle, or park in a no parking area or on a sidewalk.

(16) No vehicle shall park in a public or employee handicapped space without displaying proper identification/ authorization.

(17) Repeated violations of parking regulations may result in the suspension of an individual's parking privileges.

(18) Repeated failure to comply with instructions of a county security officer may result in the loss of an individual's parking privileges.

(19) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined ten dollars. Provided, however, any vehicle found in violation of subsection (16) above (parking in a handicapped space), shall be towed at the owner's expense or, alternatively, shall be fined \$200.

(b) There are hereby established the following regulations to govern use of parking meters on the grounds of the county administration building.

(1) The county administrator shall provide parking spaces next to the county administration building for one-hour metered public parking.

(2) No person shall park a vehicle in a one-hour metered public space past expiration of the meter, or cause, allow, or suffer any such vehicle to be so parked.

(3) No person shall park a vehicle on or beyond the lines denoting the limits of any parking space, or cause, allow, or suffer any such vehicle to be so parked.

(4) No employee shall park in a metered public parking space on the grounds of the county administration building.

(5) No non-disabled employee shall park a vehicle in a designated reserved employee handicapped space.

(6) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined five dollars.

(c) Other provisions herein notwithstanding, the county administrator may assign county parking spaces to agencies not under the budgetary and administrative control of the county; provided, however, that:

(1) The county administrator may impose a reasonable fee for the use of such parking spaces;

(2) The county administrator shall have the authority to designate which parking spaces will be made available to such agencies; and

(3) All county parking regulations shall apply to such spaces.

(d) The county administrator's office shall have the responsibility and authority for the administration of the provisions of this section.

(e) The sheriff of the county shall be charged with the responsibility of enforcing the provisions of this section and shall have the responsibility of issuing parking tickets and/or engaging a towing service for any vehicle parked in violation of these regulations; provided that the cost of towing service shall be charged to the registered owner of any vehicle so removed. The parking ticket shall be on a form designated by the county administrator and shall be used by all law enforcement officers for violations of this article.

Sec. 17-3. Sheriff's deputies assigned as security officers to issue tickets.

(a) Upon detecting any violation of any provision of this chapter, and if a parking ticket is to be issued, a security officer shall report at a minimum:

(1) The location at which the violation occurred;

- (2) The nature of the violation;
 - (3) The date of the violation;
 - (4) The name of the registered owner;
 - (5) The license tag number, make, model, VIN, and color of the vehicle involved;
 - (6) Instructions to report to the Richland County Central Court, including trial date, time, and location;
 - (7) The number of the parking meter, where appropriate;
 - (8) The amount of the fine; and
 - (9) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- (b) The security officer shall leave the parking ticket with the operator or on the vehicle.

(Code 1976, § 10-3001; Ord. No. 449-77, § 3, 10-26-77; Ord. No. 061-01HR, § I, 9-4-01)



Item# 9