



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Joyce Dickerson	Paul Livingston	Greg Pearce (Chair)	Jim Manning	Kelvin Washington
District 2	District 4	District 6	District 8	District 10

**JULY 28, 2015
6:00 PM**

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: June 23, 2015 [**PAGES 4 - 8**]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data [**PAGES 9 - 17**]
3. Solid Waste Roll Carts Contract [**PAGES 18 - 53**]

4. Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match [**PAGES 54 - 56**]
5. Approval of FY 15-16 Budgets within the FY 15-16 Annual Action for Community Development Department Federal Funds [**PAGES 57 - 60**]
6. Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000 [**PAGES 61 - 63**]
7. Bond Issuance – 2015 [**PAGES 64 - 68**]
8. Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance [**PAGES 69 - 82**]
9. General Contractor Services for New Coroner's Facility [**PAGES 83 - 89**]
10. Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge [**PAGES 90 - 100**]
11. Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge [**PAGES 101 - 107**]
12. Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices [**PAGES 108 - 111**]
13. Relocation of Sheriff Training Division [**PAGES 112 - 115**]

ADJOURNMENT



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: June 23, 2015 [PAGES 4 - 8]

Reviews

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

June 23, 2015
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

APPROVAL OF MINUTES

Regular Session: May 26, 2015 – Mr. Washington moved, seconded by Mr. Livingston, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Funding Requests Submitted to the County During the Budgetary Process – Mr. Pearce stated this item is a motion from Mr. Malinowski requesting any group or entity during the budget process to make their request through a Council member instead of the County Administrator.

Mr. McDonald stated funding requests from outside agencies are received through the normal grant process (i.e. Accommodations Tax, Hospitality Tax, and Discretionary Grants). Throughout the budget process agencies that did not make application through the grant process submit written requests to the Administrator, Chair or other Council members. Administration compiles a list of those agencies and sends it to Council letting them know a request has been received from the agency, but there is no sponsor for those agencies on the motions list.

Mr. Pearce stated the intent of Mr. Malinowski's motion is to have the Administrator refer the agencies requesting funding back to Council to secure a sponsor.

Mr. Livingston moved, seconded by Mr. Washington, to table this item. The vote in favor was unanimous.



Council Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Kelvin Washington, Sr.
District Ten

Others Present:

Bill Malinowski
Norman Jackson
Torrey Rush
Julie-Ann Dixon
Tony McDonald
Sparty Hammett
Warren Harley
Brandon Madden
Michelle Onley
Monique McDaniels
Larry Smith
Daniel Driggers
John Hixon
Geo Price
Kim Roberts
Roxanne Ancheta
Michael Byrd

Item# 1

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Administration & Finance Committee
Tuesday, June 23, 2015
Page Two



Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations – Mr.

Washington inquired if there is a book or binder containing the policies per department.

Mr. McDonald stated there is an Employee Handbook which outlines the roles of staff and Administration.

Mr. Jackson stated he requested a copy of the policies, but to date he has not received a copy of the policies.

Mr. Washington moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to compile and present to Council the policies, directives and guidelines for each department.

The vote in favor was unanimous.

Motion to Request that Educational Institutions provide the County with a Long Range Needs Assessment of Student Housing Needs Prior to Approving Financial Incentives for Privately Owned Student Housing Construction in the County – Mr.

Washington moved, seconded by Ms. Dickerson, to table this item. The vote in favor was unanimous.

One Year Extension of County-City 911 Intergovernmental Agreement – Mr.

McDonald stated the 5-year County-City 911 Agreement is expiring and negotiating are ongoing to either renew or take alternate action. In the meantime, we are requesting a 1-year extension for the 911 Communication Center.

Mr. Livingston moved, seconded by Mr. Washington, to forward to Council with a recommendation to approve the City's request to extend the 911 Center IGA for one year.

Mr. Washington requested a more legible copy of the agreement.

Mr. Washington inquired about incorporating the Sheriff's concerns into the agreement going forward.

Mr. McDonald stated Sheriff Lott did forward a letter to Council and Administration expresses concern with the current 911 operation and suggesting a new direction going forward. Of course, his concerns would be incorporated into the discussion as negotiates go forward and the Sheriff's Department would have to be included in those discussions.

Mr. Washington requested a friendly amendment to incorporate the Sheriff's Department, Fire Department and Coroner's operations into the agreement.

Item# 1

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Administration & Finance Committee
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Midlands Healthcare Collaborative—Dental and Eye Care Clinic Expansion – Mr. Washington inquired as to the financial impact the Midlands Healthcare Collaborative leasing the space will have on the County.

Mr. McDonald stated the United Way and Midlands Healthcare Collaborative will be funding the renovations and operations of the facility; therefore, there will be no cost to the County.

Mr. Washington moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the request to allow Midlands Healthcare Collaborative to expand the dental and eye care services in vacant space on the third floor of the Health Department building. The vote in favor was unanimous.

Lease Agreement: Warehouse for Richland Library during Capital Program – Mr. McDonald stated this item was initiated by the Library staff and Library Board to temporarily lease warehouse space to store equipment, books, etc. during the Capital Improvement Program the Library is undergoing.

Mr. Malinowski inquired why under the “Financial Impact” there were 3 years utilities, maintenance and insurance listed. It was his understanding when you rented space the utilities, maintenance and insurance were included.

Mr. Malinowski further inquired if the costs to move the items would be brought back to Council at a later date since it is not included in this ROA.

Mr. Pearce stated those expenses would be covered as an operating costs.

Ms. Dickerson moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location contingent upon legal review. The vote was in favor.

Approval of Sponsorship/Donation Payments – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the sponsorship/donation payments made between September 2014 and December 2014 to be in compliance with the “South Carolina Transparency-Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies. The vote in favor was unanimous.

ITEMS PENDING ANALYSIS

Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS – Held in committee.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Administration & Finance Committee
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Reclassification and Promotion Handbook Revisions—One Year Review - Held in committee.

ADJOURNMENT

The meeting adjourned at approximately 6:31PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject

Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data [**PAGES 9 - 17**]

Reviews

Richland County Council Request of Action

Subject: Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data

A. Purpose

County Council is requested to approve an ordinance to amend Section 2-261, Geographic Information System (GIS); so as to eliminate the fees for GIS data.

B. Background / Discussion

The Richland County GIS program was initially proposed as a multi-agency collaborative program. However, upon preparation of a budget, the other agencies did not agree to participate. Therefore, GIS data development was initiated using funds from a capital bond issued in the late 1990s. In September of 2000, County Council directed staff to develop a cost recovery plan to mitigate GIS data development costs while complying with S.C. FOIA. Council also directed staff to accommodate local access to data via the internet, provide data to all contracted activities (Richland County contractors and vendors), provide for waiver or reduction of fees by Administration, and collection of reproduction costs for FOIA while discouraging data use by those seeking an undue subsidy for commercial purposes. From this direction, Section 261 of Chapter 2 was enacted in November of 2000.

As counties across America searched for ways to address the costly development of GIS data, private companies were finding great success in requesting this data from counties and reselling them back to governments and the private sector. As a result, in 2008, Horry County had to defend its right to GIS data in the S.C. Supreme Court (*Seago v. Horry County*) through U.S. Copyright protection. After County Council was briefed on the pending litigation at the 2007 Council Retreat, staff was directed to follow Horry County and submit its GIS data for U.S. Copyright Protection. Staff complied and Richland County successfully received copyright protection of its GIS data. In following Horry County, the difference between data and information was noted and Council affirmed the legitimacy of Section 2-261 (to provide for freedom of information requests, but insisting on licensing GIS data for commercial use). From experience, the most requested and licensed GIS data are property parcel boundaries. Delivery of this data is only completed after the requestor signs a Richland County licensing agreement with the understanding that the County retains all right to its authoritative data.

C. Legislative/Chronological History

On May 5, 2015, a motion was made by the Honorable Seth Rose “to amend County Code section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data.” This motion was sent to County Council’s Administration and Finance Committee for recommendation.

D. Financial Impact

There would be a loss of revenue to the County if fees for GIS data were eliminated. The revenue received for GIS data for the Fiscal Years July 1, 2004 through June 30, 2014 was a total of \$396,087.

E. Alternatives

1. Approve the ordinance to eliminate the fees for GIS data. Elimination would be expected to result in:
 - Loss of revenue, as shown above.
 - Expected significant increase in both volume and frequency of GIS data requests from for-profit companies from around the world.
 - Expected decrease in the small 5-person GIS team's capacity to assist county departments in using GIS to improve citizen services.
 - Loss of GIS team productivity as the small 5-person GIS team devotes more time to data requests from for-profit companies, worldwide, than to actual Richland County projects.
 - Expected increase in expensive GIS contracts due to the county's GIS projects needing to be outsourced to the private sector since the small 5-person GIS team would be consumed by GIS data distribution, worldwide.

2. Do not approve the ordinance to eliminate the fees for GIS data. Retaining the fees would:
 - Retain a GIS revenue stream.
 - Allow the county's small 5-person GIS team to continue its current level of productivity while working on actual Richland County GIS projects instead of primarily creating CDs for private sector companies and other organizations, worldwide.
 - Allow the county's small 5-person GIS team to retain its current capacity to assist county departments in using GIS to improve citizen services.
 - Maintain the current level of outsourced GIS contracts and maintain an appropriate oversight by an expert GIS staff member over any outsourced contract.
 - The primary purpose of Richland County GIS data and the GIS personnel would continue to focus on Richland County GIS projects and citizen services instead of servicing the GIS data needs of other countries, other states, and the private sector, worldwide.

F. Recommendation

It is recommended Council approve the ordinance to eliminate the fees for GIS data.

Recommended by: Honorable Seth Rose

Department: County Council - District 5

Date: May 5, 2015

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 5/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 2

This is a policy decision for Council. Based on the current practice, the revenue stream is immaterial to the total County funding however the decision may have several non-financial implications.

Information Technology

Reviewed by: Janet Claggett

Date: 7/23/15

Recommend Council approval

Recommend Council denial

The loss of revenue is not the primary concern of the IT Department. However, removing the GIS fees would result in an increase in cost and also a significant negative impact on the overall operations of the small 5-person GIS team. The negative impact would manifest itself in three major ways. Please see below.

1. Significant increase in both volume and frequency of GIS data requests, worldwide.

The IT Department has received GIS data requests from for-profit companies in Canada and Western Europe. The usual intent of these companies is to get GIS data from counties for free and then resell it. The IT Department has also received GIS data requests from for-profit companies from many states in the US, as far away as California. The intent of these domestic companies is the same as the foreign companies, which is to get GIS data from counties for free and then resell it. The GIS licensing fees have served as a successful throttle against a predictable onslaught of GIS data requests if such fees were to not exist. When lobbying policymakers for free GIS data, these companies usually do not disclose to their audience that they are not asking for a one-time data distribution. Many of these companies want frequent data distributions, sometimes even weekly distributions. Even the local companies in the Midlands often want a recurring data distribution as opposed to just once. And all of these companies want to dictate the frequency for their own GIS data distribution, no matter whether they are foreign, national, or local companies. Eliminating the GIS licensing fees would definitely result in a huge increase in both volume and frequency of GIS data requests, worldwide.

2. Loss of GIS team productivity:

If more GIS staff resources of the small 5-person GIS team need to be dedicated to distributing free GIS data to for-profit companies, then fewer GIS staff resources would be dedicated to Richland County GIS projects. The GIS team would have less time to work on important projects to improve Richland County and citizen services. Consequently, more Richland County GIS projects would need to be outsourced to more expensive and potentially less accountable private sector companies. Our talented yet small 5-person GIS team has worked on many important projects that other counties have outsourced. A few project examples are: AVL, City/County E911, ESD, Economic Development., Owens Field Airport, Public Works, Planning & Development Services, Animal Care, City/County public bus routing, etc. Many counties must outsource such projects because they do not have the same level of highly skilled GIS personnel as does Richland County. Currently Richland County's small 5-person GIS team already devotes about 20% of its staff time (one person out of five) to respond to GIS data requests under the current GIS licensing ordinance. If the GIS fees are eliminated, a crucial throttle would also be eliminated, and GIS data requests would be expected to soar, and at a more fervent frequency.

Item# 2

3. More mission critical GIS projects would need to be outsourced to contractors:
If GIS licensing fees are eliminated, resulting in more GIS staff resources devoted to servicing the GIS data needs of local and global for-profit companies, a major cost increase should be expected because more Richland County GIS projects would need to be outsourced to expensive contractors in the private sector. If funding were not available for contractors, then the county should expect some important GIS projects to not get done at all or to be severely delayed. When comparing Richland County GIS with other counties, this should be included as an important parameter for comparison. It is important to consider whether those other counties outsource their mission critical GIS projects or whether those other counties have a GIS team who have the available time, advanced skills, education, and experience to run a major GIS project internally. It is important to consider whether those other counties have become primarily a data-distribution center to service local and global for-profit companies, or are those other counties actually spending the majority of their GIS staffing resources working on GIS projects to benefit their citizens as well as their own internal operational excellence.

Summary

I recommend Option 2 – do not eliminate the fee. I hope to avoid a significant negative impact on the overall operations of the GIS Division (a small 5-person team). If fees are eliminated, (1) our GIS Division would experience a major increase in both volume and frequency of GIS data requests, worldwide, (2) our GIS professionals would become less productive as more staff time would be devoted to free data distribution to for-profit companies, worldwide, and (3) more mission critical Richland County GIS projects would need to be outsourced to expensive contractors or possibly not get done at all. What is seen in many other counties is that their GIS personnel essentially act as pseudo-employees of for-profit companies, fulfilling the companies' GIS data distribution needs, spending time converting the GIS data to the format required by the companies, and then delivering the data on multiple media formats, on a frequency dictated by the companies themselves. It is not uncommon for these companies to request our GIS team to even perform actual analysis for them, which is something far beyond just requesting data. This would drown our existing small 5-person GIS team. One last issue to be resolved would be Richland County's federal copyright of its GIS data. If fees are eliminated, a decision would need to be made on whether the County intends to forfeit its copyright and relinquish its ownership rights to its GIS data. Finally, it should be noted that the current GIS licensing ordinance allows the County Administrator to waive the fees whenever he/she believes it is in the best interests of Richland County. Therefore, the existing ordinance allows the fees to be waived on a case-by-case basis. This allows GIS fee waivers when appropriate without eliminating an important throttle on a comprehensive and global scale.

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 7/24/15

Item# 2

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: For the reasons stated above by the CIO/Director of Information Technology, I recommend that the GIS fees not be eliminated. Built in to the ordinance establishing the GIS fee schedule, there is a waiver procedure by which the County Administrator can waive the fees under certain circumstances. I recommend that we continue to rely on the waiver provision to deal with situations that may be unique rather than eliminating the fees altogether.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V., COUNTY DEPARTMENTS; DIVISION 8, INFORMATION TECHNOLOGY; SECTION 2-261, GEOGRAPHIC INFORMATION SYSTEM (GIS); SO AS TO ELIMINATE THE FEES FOR GIS DATA.

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 2, Administration; Article V., County Departments; Division 8, Information Technology; Section 2-261, Geographic Information System (GIS); is hereby amended to read as follows:

(a) The purpose of the county's geographic information system (GIS) is to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

(b) GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. ~~The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below.~~

(c) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or ~~purchases~~ receives copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his or her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

~~*Subscriber.* Customer who purchases GIS service or products on a regular, frequent, and on-going basis.~~

(d) *Data and information distribution.*

- (1) Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
- (2) All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
- (3) ~~No A fee shall be collected from customers for copies of GIS data, except for the cost of staff time and materials. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.~~
- (4) ~~Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.~~
- (5) ~~All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.~~

Item# 2

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY
OF _____, 2015

S. Monique McDaniels
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:

Richland County Council Request of Action

Subject

Solid Waste Roll Carts Contract [**PAGES 18 - 53**]

Reviews

Richland County Council Request of Action

Subject: Solid Waste & Recycling Roll Cart Contract

A. Purpose

Council is requested to award the Solid Waste Department's curbside roll cart supply contract to Rehrig Pacific.

B. Background / Discussion

The County has county-wide curbside garbage and recycling collection by roll carts. Every five years the contract for providing roll carts to the County is re-bid via the procurement process.

The County is currently under contract with Otto Environmental (Otto). Otto has been unable to provide roll carts to the County under the existing contract due mechanical problems at their manufacturing facility in Charlotte, NC. The Solid Waste Department subsequently placed all available garbage roll carts into service and had to purchase an interim emergency supply of cart from another roll cart supplier (Americarts). That supply of carts has been exhausted.

The most recent Procurement Bid process for the roll cart was completed earlier this month (July 2015). Given the technical requirements needed for the roll carts, the solicitation for the contract was through a competitive best value bidding process. The purpose of best value bidding is to allow factors other than price to be considered in the determination of award. These factors are defined in each solicitation – see attached. The roll carts have extensive specifications including such things as load rating, maneuverability, dimensions, resin thickness, lift system, markings, RFID integration, etc. All of these specifications are necessary to ensure that the County gets a cart that will maximize its useful life, be compatible with the equipment used to collect waste, and have the proper technology for the tracking capabilities currently being explored. The best value bid allowed the County to evaluate these other factors. Please note the most applicable areas concerning the roll cart solicitation below:

1. An assessment of the return which can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.
2. A procurement method that emphasizes value over price. The best value might not be the lowest cost.

There were three respondents to the solicitation: Rehrig Pacific Co., Otto Environmental Systems and Schaefer Systems Intl.

The lowest bidder, Schaefer Systems Intl., scored low on the cart design portion, due in part to some concerns during the evaluation process, including:

- Repair time and likelihood of requiring repairs to the lower lift bar/push pins
- Tools required to attach the lower lift bar
- Difficulty in repairing lids

After the evaluation process was completed by the evaluation team, the best value bid came from Rehrig Pacific.

Item# 3

C. Legislative / Chronological History

Curbside service for solid waste is required for residential properties pursuant to Chapter 12 of the County Code of Ordinances.

D. Financial Impact

The cost of the contract is estimated to be between 350K – 400K, depending on the number carts that must be replaced and number of new homes entering the system. However, the funding is available in the Solid Waste Department’s budget.

E. Alternatives

1. Approve the request to award the Solid Waste Department’s curbside roll cart supply contract to Rehrig Pacific.
2. Do not approve the request to award the Solid Waste Department’s curbside roll cart supply contract to Rehrig Pacific, and attempt to find another source of roll carts.

F. Recommendation

It is recommended that Council choose Alternative 1 due to the value associated with the bid and the urgency of securing a supply of roll carts. It is critical to get the contract established with Rehrig in order for their manufacturing facility to get set up and begin the schedule for production. Otto is still unable to guarantee delivery of any carts over the next 30 days. Americarts has promised to ship 2 trailer loads of carts in the next 2-3 weeks to bridge the gap until Rehrig is on line.

Recommended by: Rudy Curtis

Department: Solid Waste & Recycling

Date: 7/17/15

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 7/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval since the request is consistent with previous Council project approval and funding is available as stated.

Procurement

Reviewed by: Cheryl Patrick

Date: 7/20/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval as per comments from Solid Waste & Finance Departments.

Legal

Reviewed by: Elizabeth McLean

Date: 7/20/15

Recommend Council approval

Recommend Council denial

Item# 3

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

Administration

Reviewed by: Warren Harley

Date: 7/20/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Cart Size	Est Usage	Rehrig	Rehrig Ext	Otto	Otto Ext	Schaefer	Shaefer Ext
95g	6000	48.74	\$ 292,440.00	49.50	\$ 297,000.00	44.71	\$ 268,260.00
35g	540	41.74	\$ 22,539.60	36.77	\$ 19,855.80	34.17	\$ 18,451.80
			\$ 314,979.60		\$ 316,855.80		\$ 286,711.80

Item# 3



**REQUEST FOR BID
RC-624-BV-2015
Residential Roll Carts**

Authorized/Representative	Signature	Date
Jennifer Wladischkin <i>Contract Specialist</i>	<i>Jennifer Wladischkin</i>	04/14/2015

Item# 3

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	GENERAL CONDITIONS	1	NO
SECTION - C	SPECIAL CONDITIONS	4	NO
SECTION - D	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DRUG FREE WORKPLACE	3	YES
	NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1	YES
SECTION - E	REQUIREMENTS (<i>provide responses</i>)	9	YES
SECTION - F	SCHEDULE	1	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 390,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 - 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – B

General Conditions

General Conditions:

Located on Richland County Procurement Web Site

Located on the "Terms and Conditions" tab:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx>

Section – C

Special Conditions

Item# 3

Attachment number 1
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SPECIAL CONDITIONS

PURPOSE

Richland County (County) is soliciting bids from qualified vendors to provide the County with roll carts. Vendors must note that the County is seeking to purchase the roll carts from a selected vendor and must not consider response offering any other quantity.

This solicitation has been compiled for providing information, requirements, guidelines, specifications, and other data that can be used by vendors who wish to submit a Bid for consideration.

It is the intention of this competitive procurement that other governmental and non-profit agencies operating within the State of South Carolina be permitted to procure the same services from the awarded Vendor, under the same terms and conditions set forth under the final negotiated contract between Vendor and the County. It is required that all such procurements reference the contract number that must be assigned by Richland County at the time of contract award.

INSTRUCTIONS

This bid is Competitive Best Value Bidding.

- 1) The County is seeking to enter a contract by competitive best value bidding subject to the provisions of the State of South Carolina Procurement Code and regulations and Richland County Code of Ordinances.
- 2) This bid will allow factors other than price to be considered in the determination of award for this project. At bid opening, the only information that will be released is the names of the participating bidders. Cost information will be provided after the ranking of bidders and the issuance of award.
- 3) False Statements in Submittal of Best Value Bids. Bidders must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in County solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. The County does not waive its rights to seek further actions.
- 4) Submission of Offers in the English Language. Offers submitted in response to this solicitation must be in English. Offers received in other than English shall be rejected.
- 5) Submission of Offers in U.S. Currency

Offers (Costs or/and prices) submitted in response to this solicitation must be in terms of official United States of America's currency (U.S. Dollar); offers received in other than U.S. dollars must be rejected.

- 6) Best Value Bids must be publicly received and recorded at the time and place indicated on "Solicitation, Offer & Award", Section G, item # 6 and amendments of this solicitation.
- 7) Best Value Bids must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Best Value Bids. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

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- 8) Only one bid per company will be accepted.
- 9) A non mandatory Pre-Solicitation Conference will be held on Tuesday, April 28, 2015 at 10:00 AM Local Time. The conference will be held at:

*Richland County Government
2020 Hampton Street, 4th Floor Conference Room, Suite 4068
Columbia, SC 29204*

Please RSVP if you plan to attend the Pre-Solicitation Conference by contacting Jennifer Wladischkin:

Email: wladj@rcgov.us
Phone: 803-576-2126

One original sealed Best Value Bid clearly marked: "RC-624-BV-2015, Residential Roll Carts" must be submitted in an enclosed and secured envelope/container; the container must be addressed to:

*Richland County Government- Office of Procurement and Contracting
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin*

Additionally; Bidder must submit one exact electronic copy of the original on a compact disc (CD) or a USB flash drive. The electronic copy must be labeled "RC-624-BV-2015- Residential Roll Carts" and submitted with envelope/container to the address shown above.

Bids must be accepted until 2:00PM, Thursday, May 14, 2015 Local Time. Bids submitted after the above date and time must not be considered.

- 10) The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately.
- 11) Mistakes may be crossed out and corrections inserted adjacent thereto, and must be initialed in ink by the person signing the Best Value Bid.
- 12) The County shall not accept responsibility for unidentified Best Value Bids.
- 13) The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs must be borne by the Bidder.
- 14) It is the intent and purpose of the County that this solicitation permits competition. It must be the participant's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be submitted in writing, and must be received by the Office of Procurement at least fourteen (14) calendar days prior to Best Value Bids receipt date. A review of such notification must be made.

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- 15) Every effort has been made to ensure that all information needed is included in this document. If the participants find that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least fourteen (14) calendar days prior to bids receipt date. No further questions will be accepted after that date.
- 16) Offeror(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
- 17) The County reserves the right to accept or reject any or all bids received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

EVALUATION AND AWARD CRITERIA

A. GENERAL

A duly appointed Evaluation Team (Team) will conduct Best Value Bid evaluations; the Team shall be assigned by the County. Best Value Bid will be evaluated and the Team shall assign ratings to each Best Value Bid submitted and **may** establish a "short list" representing the top firms for further evaluation (at the County's discretion), at which time the County reserves the right to establish different and separate evaluation criteria. Documents also may be examined by other agencies and consultants at the discretion of the County.

The County reserves the right to request any of the top ranked submittals to appear for oral interviews and/or provide electronic presentations in order to further evaluate submittals. Top ranked submittal(s) will be evaluated based on criteria established for the second round of evaluations (if conducted).

The County will ultimately select the Qualified Proponent who demonstrates the greatest combination of capability, experience, vision, and commitment for the development of the proposed project.

The evaluation process is to determine which Best Value Bid is most advantageous to the County taking into consideration evaluation factors set forth in the solicitation and such evaluation criteria as established internally for evaluations.

The County may select one or more step(s) to have a proposed solution by a selected proposer (at County's discretion) demonstrated in a real life, test scenario environment and *may* include live, face to face, oral presentations and demonstrations.

The County *may* also schedule follow up discussions or customer site visits as, in its sole discretion, is considered appropriate. The County may then negotiate with the top ranked Offeror over terms, conditions, or other items, including cost.

If an agreement cannot be reached with the top Proposer, the County may then negotiate in descending order. The County is not obligated to accept the lowest cost; award of a contract will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable cost (as determined by the County), and is most advantageous to the County.

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The County will further take into consideration soundness, flexibility, functional capability, quality of performance, service, and time specified for performance of the contract; ability to provide support, overall cost, and Proposer's references, and any other factors that may impact the project.

The County reserves the right to reject all Best Value Bids or accept such Best Value Bids, as appears in its own best interest, and to waive technicalities or irregularities (deemed "minor informalities") of any kind in the Best Value Bid.

B. MINIMUM GENERAL EVALUATION CRITERIA

The evaluation factors to be considered in the evaluation of Best Value Bids are listed below, each contractor must respond in writing to all criteria and requirements:

- a) Cost. Overall cost per cart. Include RFID tags, taxes and shipping. *Points: 35*
 - b) Design. Reliability, durability and ease of repairs are major factors. Testing and evaluation by County staff. *Points: 25*
 - c) Performance History. Provide experience and qualifications of the contractor. Provide five (5) references to include information such as contact name, phone number email address, etc. *Points: 20*
 - d) Capability to Perform. Must demonstrate the resources necessary to provide carts to meet the County's needs in a timely manner. Provide current capacity and describe ability to execute the contract requirements. *Points: 20*
- 18) To maintain the integrity of the procurement process, all contacts and discussions must be directed to the Director of Procurement or the appropriate procurement officer designated by the Procurement Director. Verbal comments or discussions by county personnel relative to this solicitation shall not be binding.
- 19) The carts must be delivered to:
Richland County Solid Waste Department
1070 Caughman Road North
Columbia, SC 29203
- 20) The terms of this contract shall be one (1) year from the date of award with four (4) one year optional renewals. The total duration of this contract must not exceed sixty (60) months.

SECTION -D

*STATEMENT OF ASSURANCE, COMPLIANCE
& NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County Government, South Carolina
Statement of Assurance, Compliance and Noncollusion

State of _____

County of _____

being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor shall affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm: _____

Name of Agent: _____

Signature & Title: _____

Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

e-mail: _____

Subscribed and sworn to me this _____ day of _____, 20____.

(Title) My commission expires: _____

NOTARY SEAL

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RICHLAND COUNTY GOVERNMENT DRUG-FREE WORKPLACE CERTIFICATION

Company:

Project Number:

Project Name:

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, Chapter 107.

Richland County Government (County) requires certification from participants in the Procurement process that it will comply with the statutory and administrative requirements in carrying out work or service or under contract. The certification is a requirement for Federal grant programs as described in Title 49, Code of Federal Regulations, Part 29.

Participants are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation.

The agreement contains specific assurances on the Drug-Free Workplace Act of 1988. Except for the certified items below marked not applicable (N/A), the list includes major requirements for these aspects of implementation, although it is not comprehensive, nor does it relieve the participants from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 that, as a condition of employment the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The County will be notified in writing within five calendar days and the federal granting agency ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, (including position title of the employee) to the County and the federal granting agency. Notices must include the project number of each affected grant.

Yes No N/A

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment.

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I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Location

Street Address:

City:

State and Zip code:

Name of Agent:

Signature of Agent:

Date:

Subscribed and sworn to me this _____ day of _____ 20_____

Title:

My Commission expires:

NOTARY SEAL

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No Bid Response

If a "No Response" is to be submitted, please check the appropriate box below and return this form, prior to the solicitation due date, addressed to:

Richland County Government
Procurement and Contracting
2020 Hampton St., (Third Floor) Suite 3064
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare Qualification
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify)

Company: _____

Phone/Fax: _____

Email: _____

Company Rep.: _____

Signature: _____

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SECTION -E

REQUIREMENTS

Product Specifications for 95 and 35 Gallon Universal Residential Roll Carts

Minimum Requirements

1. CART SPECIFICATIONS

The carts offered must be 95 gallons / 35 gallons (+/-3%) and must comply with the following listed specifications:

LOAD RATING: The cart must be designed to regularly receive and dump the following pounds of materials, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.

Minimum 332 pounds for 95 gallon / 122 pounds for 35 gallon. Specify the load rating of the cart proposed in your bid.

MANEUVERABILITY: To ensure that the proposed cart is easily operated by the citizens, the proposer must state the average tipping forces required to maneuver a fully loaded cart when tilted to the roll position. The proposer must also submit documentation that conforms to ANSI Z-245.60 *Force To Tip* testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 77 pounds for 95 gallon and 27 pounds for 35 gallon. Any cart that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

RESIN WEIGHT: The quoted cart must be manufactured to achieve a minimum resin weight of 34 pounds for 95 gallon and 17 pounds for 35 gallon.

WALL THICKNESS: The quoted cart must have a nominal wall thickness of 0.175 inches for 95 gallon and 0.150 inches for the 35 gallon throughout the body of the cart and a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism) for both carts. The minimum wall thickness of the lid must be 0.140 inches for 95 gallon cart and 0.130 inches for 35 gallon cart.

CAPACITY: The total capacity of the cart bodies, excluding the lid, must be a 95 and 35 U.S. gallons (+/- 3%). Proposer must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

DIMENSIONS: The minimum exterior dimensions of the completely assembled cart are as follows:

<u>95 Gallon</u>	<u>35 Gallon</u>
HEIGHT: 45.00 inches	HEIGHT: 39.00 inches
DEPTH : 33.00 inches	DEPTH: 22.00 inches
WIDTH : 28.50 inches	WIDTH: 20.00 inches

Variances may be granted, at the sole discretion of the county, with adequate justification provided to the county in writing.

WHEELS: Wheels must be minimum 10” (95 gallon) / 8” (35 gallon) in diameter and 1.75” wide with grooved treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs (95 gallon) and 150 lbs (35 gallon). Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.

NUMBER OF PARTS: The proposer must state the number of separate parts that comprise each cart to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc.

2. CART REQUIREMENTS

The roll cart must be compatible with standard American semi-automated bar-locking rear lifters (ANSI type B) along with automated side loaders (Type G) and function as follows:

ANSI CONFORMANCE: Carts proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts.

The proposer must submit independently certified copies of all ANSI test results with proposal to demonstrate compliance with the aforementioned ANSI standards. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on a Semi-Automated Cart Lifter.

INTERIOR CONSTRUCTION: The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the carts could become trapped.

STABILITY: Each cart must be stable and self-balancing when in the upright position, either loaded or empty. The cart must be designed to withstand winds averaging 35 mph when empty (based on the average wind resistance of the four sides of the cart). ANSI tests results must be submitted with the bid.

LIFT SYSTEM: Each cart must be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking rear lifters and automated side loaders. The upper lift point must be integrally molded into the body of the cart with no less than (7) seven support ribs under the lifting pocket for the proposed 95 gallon roll cart. The lower metal bar must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of normal lifter attachment, and must be a 1" diameter galvanized free floating steel bar which can be easily replaced. The length of the bar must not exceed 9½ inches. The steel bar must be held in place by a pre-installed spring loaded metal latch on each end where the bar has no more than ½" lateral movement when installed. The spring loaded metal latch must be located on the interior of the cart to avoid interaction with the cart tippers but must be accessible from the exterior of the cart. Latches placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws or bolts. Carts with bolted-on lower bars are NOT acceptable. Alternate latch pins designs may be presented. The evaluation committee will, at its sole discretion, determine acceptability of alternate designs

ABRASION PROTECTION: The carts should be designed with a double drag rail on the cart bottom. The cart base must be reinforced in the area that contacts the ground.

RIM OF BODY: The top of the cart body must be molded with a reinforced rim to add structural strength and stability to the cart and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the cart.

LID: The lid must be of one piece construction of high density polyethylene resin (HDPE) and must be manufactured of the same material as used in the cart body. The lid must be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position or as it is opened from water on top. The lid must not allow ponding of water on its top. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or cart body. Living hinges and lid counter weights are unacceptable. The manufacturer may not attach lids to carts using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. Lid attachment hinge must be no less than 1.25" in width. Lids must be pre-installed at the time of manufacturer.

HANDLES: Each cart must be equipped with a handle that is a minimum of 1" diameter. The handle and handle
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mounts must be an integrally molded part of the cart body. The handle must be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

AXLE: The axle must be a minimum of 3/4" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (4) four molded-in plastic journals in the cart bottom and must not be exposed to contents inside of cart. There must also be (2) two half journals molded into the bottom of the cart for the axle to slide through to ensure proper weight distribution of the contents of the cart. Axles attached by means of bolts or rivets are unacceptable.

EASE OF ASSEMBLY AND DISASSEMBLY: The proposer must supply a cart assembly instruction sheet with their response. The instruction sheet should include a list of cart parts and a list of tools needed for assembly. If a special tool is required, the vendor receiving the award must provide the county with at least six (6) tools with the first shipment of carts after the award.

PARTS AVAILABILITY: All proposers will supply a listing of replacement parts available for their model cart. The successful vendor must be capable of providing replacement parts within ten (10) calendar days of the county placing an order. County cart repair technicians maintain all county roll carts. The contract vendor must secure written authorization from the county prior to the contract vendor making any change to any aspect of the roll cart. Failure to do so must be grounds for the county to refuse shipment of any such load of carts or to return carts at the expense of the contract vendor if the county determines a delivery of carts was made with an unauthorized modification.

COLOR: Carts must be a color impregnated into the plastic consistent with the two (2) colors currently used by the county. Proposer must submit color chips in their response showing they can match the county colors.

3. MANUFACTURING PROCESSES AND MATERIALS

Each roll cart must consist of a body, lid, wheels, axle and necessary accessories. The resin material and the finished cart must meet the minimum specifications herein.

MATERIAL: Resin for the cart body and lid must be first quality high-density polyethylene (HDPE) provided by a well-established resin manufacturer. Off-spec or wide spec material and dry blending of material is not acceptable. The proposer must submit a technical data sheet from the resin producer used by the proposer.

RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished cart. Color HDPE chips to match the two county cart colors must be submitted with the bid response package. See color picture of the county's existing roll carts at the end of this bid document. It must be the responsibility of the proposer to ensure that both colors can be matched precisely and without a price adjustment for color. The 35 gallon roll cart must be in the county's dark green only. The 95 gallon must be in dark green (trash) and lime green (recycling)

All plastic parts must be specifically prepared to be colorfast so that the plastic material does not fade appreciably in normal use during the warranty period. Carts must be manufactured using a hindered amine light (HAL) stabilizer package or equivalent, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The cart must be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.

The proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

RECYCLE REQUIREMENT: The successful vendor must agree to take and recycle all carts and cart parts generated by the county that have reached the end of their useful life at no direct/additional cost to the county.

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The successful vendor must be wholly responsible for disassembly, loading and shipment of the carts and cart parts. The successful vendor agrees to remove these carts from the storage location within ten (10) calendar days of notification that a load of non-serviceable carts is ready for pick up. Typically the county generates about 300 carts every 6-8 weeks. Failure to meet any aspect of the recycle requirement is unacceptable and may be considered a breach of contract once the award has been made.

TESTING: On or before the bid closing time and date, each proposer must submit a sample cart of the specific model proposed in the bid response. The sample carts will be evaluated by county cart technicians to determine the roughness, ease of repair and overall design capabilities. It will be at the discretion of Richland County as to the tests performed. A testing committee will review the performance of each cart. Failure to pass all portions of the testing could result in disqualification of the proposer. The proposer, by submitting a bid agrees to accept the testing requirements stated in this bid.

Samples must be delivered, no later than the bid opening date, to:

Richland County Solid Waste
Attn. Rudy Curtis
1070 Caughman Rd. N.
Columbia, SC 29203

4. MARKINGS

Each cart must be permanently marked with letter/numbers, as follows:

SERIAL NUMBER: Each cart must have a serial number branded in white on the cart. The serial number must be reasonably consistent with existing county serial numbers. The serial number must be pre-associated with a passive Gen 2 ultrahigh radio frequency identification (UHF RFID) tag by the cart manufacturer. The proposer will maintain an electronic file and database that will identify the date of manufacture by the serial number for warranty purposes in the future. This information must be provided to the county on demand.

CART SEAL: The current Richland County seal must be affixed by hot stamp onto both sides of the cart body at a size and in a location approved by the county. The seal must comply with the in-mold label specifications below. The County will provide an image file of the official seal.

USER INSTRUCTION: Instructions for the safe use and cleaning of the cart must be molded into each lid. Instructions must be approved by Richland County. Recycle roll carts must have "RECYCLE ONLY" in a contrasting color (approved by county) on the lid. Trash roll carts must have "HOUSEHOLD GARBAGE ONLY" in a contrasting color (approved by county) on the lid.

LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating must be stated in both pounds and kilograms.

5. IN-MOLD LABEL SPECIFICATIONS

The In-Mold Label must comply with the following listed specifications:

PRICING: In-Mold Label costs for carts must be distributed over the term of the contract to be incorporated into the unit price per cart and must include brand plate, label design, layout, proofing, color printing, ultra violet ray protection and placement on the lid of the cart.

MANUFACTURING PROCESS: In-Mold Label must be permanent. It should not wear. It must have ultra-violet and other protection from the effects of the sun.

COLOR AND GRAPHICS: The In-Mold Label images and language must be approved by the county. All proofs for the label must be included as part of the unit price.

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6. RFID INTEGRATION

RFID INTEGRATION: All carts must be equipped with a passive Gen2 UHF RFID tag/inlay that has been pre-associated with the serial number by the manufacturer. The RFID tag/inlay must be installed with no exposure to the outside elements. The serial number should be consistent with existing county cart serial numbers. The serial number must be the same number as what is used to identify the cart for warranty purposes. RFID Tags affixed to the cart lid are unacceptable.

RFID ASSOCIATION: As stated, all carts must have a serial number along with a passive Gen 2 UHF RFID tag that has been pre-associated by the manufacturer. It is the responsibility of the cart manufacturer to provide, maintain and provide to the county an electronic data base for the county which includes the association information. The data base must include each cart’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future cart purchases during the term of the contract. The County may at any time request this information during the production of carts and said proposer must provide the association information within 48 hours of request.

RFID INLAY SPECIFICATIONS: The RFID inlay must be passive Gen 2 UHF Tag and have an optimal operating frequency consistent with our existing roll carts and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions must not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005” polyester SmartCard material using a heavy duty P7 permanent adhesive.

RFID TAG TESTING: RFID tag used in manufacturing must have been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.

RFID TAG VERIFICATION: The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

RFID EXPERIENCE: Please illustrate your experience in providing communities with RFID enabled carts.

A Vendor’s experience in providing RFID enabled carts in the industry will be a major evaluating factor in the selection process.

7. DATA INTEGRATION

The awarded cart manufacturer must be able to migrate data from their manufacturing facility directly to the asset management software used by the county.

The Vendor is responsible for migrating manufacturing data directly from their cart manufacturing facility to the asset management software employed by the county. The data included in the specified file format from the manufacturer would need to include information on each individual cart including but not limited to, cart size, type, serial number, RFID value, date of manufacture and plant of manufacture. At the time a cart is produced at the manufacturing facility, the production data (including cart serial number and RFID Tag Value) should be in a format that can be associated to the county’s specific asset management software portal in an effort to build an inventory of new carts and to start the monitoring process of cart inventories and their locations.

8. Assembly, Distribution and Tracking Services for Carts

The Vendor must be capable of coordinating the delivery of carts from the manufacturing plant, unloading of carts, assembling necessary parts, and distributing the carts to homes throughout the county should the need ever arise.

The Vendor must be responsible for routine delivery of carts to designated locations within the county within

ten (10) calendar days of receiving an official order. Any damage to the carts during any phase of the delivery must be the responsibility of the Vendor to replace in kind. The county must be responsible for unloading routine deliveries of carts provided 24 hour's notice is given to the county. Otherwise the Vendor must be responsible for off-loading. Clearly state if the carts will be assembled when delivered.

9. WARRANTY

The proposer must submit with its proposal a warranty specimen of the exact warranty offered for the roll carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any cart or any component part that fail in materials or workmanship for a period of ten (10) years after delivery to the county. The transportation costs of sending the warranty carts or parts to county and taxes must be assumed by the vendor. The warranty must apply for all carts and parts delivered during the term of the contract. The Proposer's warranty is understood to include but not be limited to the following whether stated in Proposer's warranty or not. The county must be the final arbiter in cases of dispute.

The warranty must also cover:

Failure of the lid to prevent rainwater from entering the cart when in the closed position;

Failure of the lid to prevent water from entering the cart when the lid is opened with water ponding on top of the lid;

Damage to the cart body, lid or any component parts through opening or closing the lid;

Failure of the lower lift bar from damage during normal interfacing with standard ANSI approved lifting devices;

Failure of the body and lid to maintain their original shape under normal use;

Damage or cracking of the cart body through normal operating conditions;

Failure of the wheels to provide continuous easy mobility as originally designed;

Failure of any part to conform to minimum standards as specified herein.

If proposer is owned (or purchased) by another business entity, the owning entity must also accept full financial responsibility for the warranty of the proposer. The proposer must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the proposer, should the proposer ever be in a position to not do so. Such letter must be signed by the owning entity's top officer and notarized.

10. Additional Requirements and Information Pertinent to the Bid

All carts must be made of at least 25% recycled materials by weight. Please state in your bid the minimum recycled content. The percentage of recycled content must accompany each batch or load shipped to county if different from the initial declaration.

The unit price per cart submitted in the initial proposal must remain in effect at least until October 1, 2015. However, beginning October 1, 2015 and for the duration of the term on the contract, unit prices may be adjusted no more often than quarterly based on the published price of resin used in cart production. Upward adjustments are optional; downward adjustments are mandatory. Adjustments must be based on one cent incremental price variances in the published price of resin. Price changes must be provided to the county in writing no less than fourteen (14) calendar days prior to the end of each quarter. Failure to provide notice of an increase must ensure that the price at the end of that quarter must remain in effect for the upcoming quarter. A decrease in resin price consistent with the provisions above must automatically take effect based on the most recent published price as of the first day of each quarter. Decreases in resin prices do not relieve the proposer of any obligation to provide quarterly resin price notices.

Proof of the validity of a request for a price change must be the responsibility of the successful vendor. The vendor must provide to county certified documentation from Chem Data Report and/or Plastic News (or other county authorized source) to validate its request for a price change. The county reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

Expected quantity of carts to be purchased is typically 500 per month; however, nothing here must be construed to be a guaranteed minimum monthly quantity to be ordered. Delivery of carts must be within ten (10) calendar days of receiving an official order from the county. The proposer must state if there is a minimum or maximum number of carts that may be ordered at any given time. The minimum shipment cannot exceed the quantity that can be shipped in one 53' foot trailer.

Provide replacement part unit costs (including taxes and freight) for each component of the roll cart. State whether the unit is individual or case quantity and state minimum order quantities if applicable.

Proposer must certify in writing that they meet all of the specifications cited herein or clearly state any exceptions or exclusion to the listed requirements along with the reason(s) for those. The proposer must present certified test data to support any claim of equivalency on any requirement. The county may reject any proposal that fails to meet the specifications as stated herein.

REQUIRED INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

MANUFACTURING PROCESS:

STATE THE MANUFACTURING LOCATION(S) OF CARTS PROPOSED FOR THIS BID:

MANEUVERABILITY: Must conform to ANSI Z-245.60 *Force To Tip* testing that clearly defines the cart’s maximum average tipping force.

STATE MAXIMUM AVERAGE FORCE: 95 Gallon _____ pounds 35 Gallon _____ pounds

RESIN WEIGHT: The quoted cart must be manufactured to achieve a minimum resin weight of 34 pounds for 95 gallon and 17 pounds for 35 gallon.

STATE RESIN WEIGHT OF CART: 95 Gallon _____ pounds 35 Gallon _____ pounds

WALL THICKNESS: The quoted cart must have a nominal wall thickness of 0.175 inches for 95 gallon and 0.150 inches for the 35 gallon throughout the body of the cart and a minimum wall thickness of 0.185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism) for both carts. The minimum wall thickness of the lid must be 0.140 inches for 95 gallon cart and 0.130 inches for 35 gallon cart.

STATE BODY WALL THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

STATE CRITICAL WEAR POINT THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

STATE LID WALL THICKNESS: 95 Gallon _____ inches 35 Gallon _____ inches

CAPACITY: The total capacity of the cart bodies, excluding the lid, must be a 95 and 35 U.S. gallons (+/- 3%).

STATE TOTAL CAPACITY: 95 Gallon Cart _____ gallons 35 Gallon Cart _____ gallons

DIMENSIONS:

STATE HEIGHT: _____ inches

STATE HEIGHT: _____ inches

STATE DEPTH: _____ inches

STATE DEPTH: _____ inches

STATE WIDTH: _____ inches

STATE WIDTH: _____ inches

NUMBER OF PARTS:

95 Gallon _____

35 Gallon _____

RFID EXPERIENCE:

Number of RFID enabled carts on the street _____

Number of Customer Locations that have received your RFID enabled carts _____

Roll Cart Colors



Item# 3

Attachment number 1
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SECTION - F

Cost Schedule

Bidder should submit individual cost schedule based on proposed cost scheme submittal.

The Offeror must furnish items and services identified under description in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document proposed prices/costs must hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this	day of
my commission expires:	Title:

(Must be notarized by a Notary Public)

SEAL

Item# 3

SECTION -G

SOLICITATION OFFER & AWARD

Richland County Council Request of Action

Subject

Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match [**PAGES 54 - 56**]

Reviews

Richland County Council Request of Action

Subject: Richland County Sheriff's Department COPS Hiring Program Grant; 1 Full Time Employee; 25% Grant Match

A. Purpose

County Council is requested to approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover. This grant was not included in the Sheriff's grant budget request for FY 2016.

B. Background / Discussion

The Richland County Sheriff's Department has applied for funds for the Office of Community Oriented Policing (COPS) to provide salary and fringe benefits for one (1) entry level Sheriff Patrol Officer. The grant requires a 25% grant match. This officer will be dedicated to providing law enforcement services to the Town of Eastover.

If awarded, the grant will begin on October 1, 2015 and end on September 30, 2018. The funding amounts are for the entire 36 month grant period.

Please note that this grant program requires the Sheriff's Department to pick up the grant funded position for 12 months once funding ends.

C. Legislative / Chronological History

- June 19, 2015 – The Sheriff's Department applied for grant funding for one patrol officer from the COPS Hiring Program. This opportunity was not available when the original grant budget request was prepared.

D. Financial Impact

If the Sheriff's Department is awarded the grant, the financial impact to the County is the amount of the 25% grant match, \$41,338. Please see the financial breakdown below:

Salaries/Fringes (Grantor-75%)	\$124,015**
Match (25%)	<u>\$41,338**</u>
Total	\$165,353

***Amounts cover the entire 36 month grant period*

Once the grant ends, the cost to fund the position will be \$75,702 (salary and fringe benefits).

E. Alternatives

1. Approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover, including the 25% grant match of \$41,338.
2. Do not approve a COPS Hiring Program grant to fund a dedicated Sheriff Patrol Officer for the Town of Eastover.

F. Recommendation

It is recommended that Council approve the request to fund the grant for a dedicated patrol officer for the Town of Eastover. This project will improve law enforcement response to citizens in the Town and will allow for greater citizen quality of life.

Recommended by: Chris Cowan
Department: Sheriff's Department
Date: July 7, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 7/14/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a funding decision for Council discretion. The request was made as a motion during the FY16 budget discussion but was not moved forward. Therefore, approval would require the identification of a funding source. Based on the ROA, the grant match is \$41k over three years so FY16 would need approximately \$14k.

As stated in the ROA, the position would be required to be picked up by the County for approximately \$75k in year four.

Grants

Reviewed by: Brandon Madden Date: 7/14/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Funding decision left to Council's discretion.

Legal

Reviewed by: Elizabeth McLean Date: 7/15/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to the discretion of Council.

Administration

Reviewed by: Warren Harley Date: 7/15/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: As stated by Finance Council must identify a funding source. Administration recommends that the Town of Eastover be responsible for the \$14K annual grant match. It must also be noted that the grant requires the position to be picked up by the County after the grant has expired; therefore, Administration further recommends that the projected \$75K for the position after the grant expires be picked up by the Town of Eastover.

Richland County Council Request of Action

Subject

Approval of FY 15-16 Budgets within the FY 15-16 Annual Action for Community Development Department Federal Funds [**PAGES 57 - 60**]

Reviews

Richland County Council Request of Action

Subject: Approval of FY 15-16 Budgets within the
FY 15-16 Annual Action for Community Development Department Federal Funds

A. Purpose

County Council is requested to approve the itemized budgets for the Community Development Block Grant and HOME Investment Partnership federal funds for FY 15-16. These budgets are not County general funds but federal funds.

B. Background / Discussion

The upcoming year’s budget for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) will be included in the proposed FY 15-16 Annual Action Plan which will be submitted to the US Department of HUD by August 14, 2015. A public meeting will be advertised and held in July 2015. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend. The Annual Action Plan however does require Council action through endorsement and/or approval of the plan. The completed FY 15-16 Annual Action Plan will be submitted for Council endorsement and/or approval in fall/winter 2015. At this time, we seek approval on the FY 15-16 CDBG and HOME budgets as outlined in the financial impact section of this request.

Please note that this request is more of an internal mandate than a HUD requirement, but Council action will strengthen the Annual Action plan as well as provide public support. The CDBG and HOME budgets reflect FY 15-16 funds under the Annual Action Plan section.

This approval is requested because the Action Plan is due August 14, 2015, and Council will be on break during that time. The Community Development Department will bring the full Action Plan before the Council later this year for full approval.

C. Legislative / Chronological History

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

D. Financial Impact

Please see the estimated draft budgets below for both CDBG and HOME funds:

FY 15-16 CDBG Project	\$1,304,378.00
	Grant Total
Lower Richland Sewer Tap Connection for low-income citizens	\$350,000.00
St. Lawrence Place (Homeless Shelter)	\$30,000.00
Hollywood Hills Project (Sewer continuation)	\$320,303.00
Energy Efficient/Handicap Ramp (carry forward funds)	\$0.00
CHA - Section 3 Job Development/Job Training Skills	\$50,000.00
HOME Project Delivery	\$60,000.00
Analysis of Impediments to Fair Housing (AI) Plan	\$40,000.00
Columbia Mobile Home Park – Infrastructure	\$100,000.00
Olympia Museum – Phase II	\$50,000.00
Veterans Treatment Court Enhancement	\$43,200.00

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Administration (not to exceed 20%)	\$260,875.00
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HOME Grant Award for FY 15-16	\$ 469,432.00
	Total Grant Amount
*HOME Match from County Funds	\$105,622.00
CHDO Set Aside Programmatic and Operating Funds - Countywide	\$208,111.00
Housing Rehab Program (owner-occupied only) – Countywide	\$180,000.00
RCHAP (down payment assistance for 1 st time homebuyers) – Countywide	\$140,000.00
Administration (not exceed 10%)	\$ 46,943.00

* The only financial impact to the County is the HOME match requirement. The amount of HOME Match is \$105,622 and is required from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

E. Alternatives

1. Approve the FY 15-16 estimated budgets for CDBG and HOME to be found in the FY 15-16 Action Plan due to HUD by August 14, 2015. These funds are grant funds from the U.S. Department of HUD.
2. Do not approve the estimated FY 15-16 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

F. Recommendation

It is recommended by the Community Development Department that Council approve the FY 15-16 estimated budgets for CDBG and HOME to be found in the FY 15-16 Action Plan due to HUD August 14, 2015.

Recommended by: Valeria Jackson
 Department: Community Development
 Date: 7/6/2015

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/7/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Recommend approval based on previous commitment for the Lower Richland Sewer project of \$350,000 and the \$105,622 of County match was approved in the FY16 budget.

GrantsReviewed by: Brandon Madden

Date: 7/7/2015

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

LegalReviewed by: Elizabeth McLean

Date: 7/7/15

 Recommend Council approval Recommend Council denial

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

AdministrationReviewed by: Sparty Hammett

Date: 7/7/15

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000 [**PAGES 61 - 63**]

Reviews

Richland County Council Request of Action

Subject: Authorization to Increase the FY15 Buck Consultants Purchase Order Over \$100,000

A. Purpose

County Council is requested to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

B. Background / Discussion

In 2011, the County entered into an agreement with Buck Consultants to performing consulting services to benchmark the County's positions to the market for base salary and total cash compensation.

In September 2013, the agreement with Buck Consultants was amended to expand their scope of work to include the following:

- Compensation and administration review for the Alvin S. Glenn Detention Center's staff
- Review of the County's attorney positions
- Review of internal equity for Director, Deputy Director, Assistant Director and Manager level positions, including grading and titling

In January 2015, the agreement with Buck Consultants was amended to expand their scope of work to include the following:

- Benchmarking of nine (9) positions and levels within the County's Information Technology Department (IT) and the County's salary structures
- Establishment of a job family with IT

In past years, the expenditures by the Human Resources Department (HR) for the services performed by Buck Consultants to the County have not exceeded the \$100,000 threshold for the blanket purchase order. However, in fiscal year 15, the cost of the services provided by Buck Consultants exceeded \$100,000.

In order to increase the blanket purchase order for Buck Consultants to pay them for the services rendered to the County over \$100,000, HR staff is seeking County Council approval.

C. Legislative / Chronological History

- June 2011 – Agreement with Buck Consultants to perform consulting services
- September 2013 – Addendum to original agreement with Buck Consultants to perform additional consulting services
- January 2015 – Addendum to original agreement with Buck Consultants to perform additional consulting services

D. Financial Impact

The financial impact of this request to the County will not exceed \$125,000. The funding for the invoice(s) from Buck Consultants is available in the HR budget. Therefore, no new funding is requested.

E. Alternatives

1. Approve the request to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

2. Do not approve the request to grant the Human Resources Department authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit. This would leave outstanding invoices to be paid.

F. Recommendation

It is recommended that Council approve the request to grant authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit.

Recommended by: T. Dwight Hanna

Department: Human Resources

Date: 7.6.15

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 7/8/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

As stated the request is to cover FY15 invoices. Budget funds are available.

Procurement

Reviewed by: Cheryl Patrick

Date: 07/08/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/9/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: July 10, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to grant authorization to increase the Buck Consultants blanket purchase order to a maximum limit of \$125,000, which is over the current \$100,000 authorized limit. Budgeted funds are available. Therefore, no new / additional funds are needed.

Richland County Council Request of Action

Subject

Bond Issuance – 2015 [PAGES 64 - 68]

Reviews

Richland County Council Request of Action

Subject: Bond Issuance – 2015

A. Purpose

County Council is requested to approve the attached Capital Projects list in conjunction with the bond ordinance for approximately \$7,000,000 as presented at Council’s Annual Retreat in January 2015 by the County Administrator.

B. Background / Discussion

At the Retreat, the County Administrator provided Council with information regarding the capital needs assessment for County facilities. A list of annual recurring commitments was included, as well as a list of new, unfunded requests. As discussed during the session, the maximum target County debt is \$15,000,000.

The Administrator is recommending a planned bond issue for \$7,000,000 in the Fall of 2015, which includes the annual recurring commitments, such as the Sheriff’s Department’s vehicle purchase, ambulance purchases and County building improvements. The recommendation is to only issue new debt for the projects currently committed (annual recurring bond issue), and reserve the remaining capacity (\$8,000,000) for future use.

The Administrator presented the aforementioned funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing departments’ requests as provided through the Capital Improvements Plan (CIP).

The recommended Capital Projects list is attached, as is the bond ordinance by title only.

C. Legislative / Chronological History

This is a staff initiated request; therefore, there is no legislative history.

D. Financial Impact

Maximum target new debt	\$15m
Administrator’s recommended debt issue	\$ 7m
Reserve capacity for future issue	\$ 8m

There is no additional financial impact based on the approval of the Capital Projects list, as it maintains the same level of debt service. The financial impact of the bond issue cannot be determined until the bonds are issued; however, the preliminary analysis suggests the bond repayment could be absorbed within the current County debt service millage rate, which is our current practice. This strategy, which has been used for several years, will keep debt service payments flat, and will not require an increase in taxes for our taxpayers.

E. Alternatives

1. Approve the Capital Projects list and bond ordinance as recommended.
2. Approve an amended Capital Projects list and bond ordinance.

3. Defer the approval of the Capital Projects list and bond ordinance until a later time.
4. Do not approve a Capital Projects list or associated bond ordinance at this time, and do not move forward with this item.

F. Recommendation

It is recommended that Council approve Alternative 1.

Recommended by: Tony McDonald

Department: Administration

Date: July 21, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 7/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is consistent with the County’s financial plans

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Tony McDonald

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the capital projects list and bond ordinance as outlined above.

Attachment - Administrator's Recommended Capital Projects List

Current Annually Recurring Commitments - 2015

Sheriff's Department - Vehicle Replacement	\$2.5m
Sheriff's Department - Vehicle Equipment	700k
Emergency Medical Services - Vehicle Replacement	2.0m
County Facility Improvement Plan	<u>2.1m</u>
Current Commitment	\$7.3m

Additional Major Requests (Estimates Only)

Voter Registration/Election Commission – New Facility	1.5m
Columbia Area Mental Health – New Facility	2.0m
Department of Social Services – New Facility	2 – 37m
CASA Department/Fostering Futures \$700k annual operating costs	2.0m
Treasurer Department – satellite office	1 – 1.5m
Sheriff Department – New Law Enforcement/Training Facility (\$66M requested in 2017)	8.0m
Sheriff Department – Other Vehicle equipment	160k
Sheriff Department – Crime Lab Equipment	350k
Sheriff Department – Crime Lab Expansion	1.0m
Sheriff Department - Airplane Replacement	1.0m
Sheriff Department – Technology Equipment	920k
Emergency Operations Center - additional funding New Facility (land purchased \$1.3m, bonds issued \$6m, current estimate \$17.5m)	11.5m
Emergency Medical Services – Storage Building/Garage	2.0m
Emergency Medical Services – Downtown Station	5.0m
Facility & Grounds – Pave parking lot - Rosewood Boat Landing	675k

Richland County Council Request of Action

Subject

Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance **[PAGES 69 - 82]**

Reviews

Richland County Council Request of Action

Subject: Candlewood – Catalyst 3 Neighborhood Park – Parcel Acquisition and Subsequent Deed to Richland County Recreation Commission for Park Maintenance

A. Purpose

Richland County Council is requested to approve the acquisition of 9.34 acres of vacant land for the development of a neighborhood park as prescribed in the Candlewood Master Plan and initiate process to deed 1 acre of the site to the Richland County Recreation Commission (RCRC) for the construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

The property is located on the North and South sides of Seton Hall Drive, Tax Map #R20200-03-46. The current zoning is RS-MD; Residential, Single-Family – Medium Density. The current fair market value (FMV) is \$73,000.00.

B. Background / Discussion

On March 1, 2005 Richland County Council approved the first 10 priority focal areas for Neighborhood Master Planning. On March 12, 2009 County Council adopted the Candlewood Master Plan.

The neighborhood park is catalyst project number 3 in the Candlewood Master Plan and has a ranking of number 2 in the Five Year Project Plan, which was adopted by County Council in November of 2013.

The Neighborhood Improvement Program (NIP) utilized Integra Realty Resources to appraise the land, which was completed on October 31, 2014. The appraisal values the land at 73,000.00.



Site: 9.34 Acres of Greenfield | North and South of Seton Hall Drive

In an ROA dated January 8, 2015, staff asked Council to approve negotiations with the property owner, up to the appraised value for the purchase of the 9.34 acres of vacant land.

Council approved staff negotiating with the property owner, up to the appraised value of \$73,000.00, at the April 7, 2015 meeting. They directed the purchase price and agreement for the property come before Council as a separate item for review and action (Attachment A). Council further instructed staff to have a formal park maintenance agreement with the Richland County Recreation Commission in place prior to purchasing the property.

On June 17, 2015 the property owner verbally and via the attached memo (Attachment B) agreed to sell at the appraised value of \$73,000.00.

At least two phases of park development are proposed for this site. The first phase would utilize approximately 1 acre of the parcel and would be developed by RCRC. RCRC has allocated funding in the amount of \$120,000, from the 2008 Recreational Bond, for the development of a recreation facility in the Candlewood Master Plan Area. Use of these funds will require deeding approximately 1 acre of the parcel to RCRC for development by RCRC. Initiation of this phase can start immediately upon purchase of the property.

The second, more long-term phase would develop the catalyst project envisioned by the Candlewood Master Plan, utilizing the remaining acreage (Attachment C). There are no immediate plans to initiate this portion of the park's development and funds have not yet been identified.

Staff had a favorable conversation with the RCRC Director and Deputy Director about these two phases. First, it is understood that the portion to be immediately developed by RCRC would be deeded to them with language customary in a quitclaim deed, upon purchase of the property (resulting deed to come before Council when prepared). Thus, design, construction and on-going maintenance of improvements for this phase would be the sole responsibility of RCRC as owners of that site and project.

We also discussed long term plans to develop the second phase and agreed it would be prudent to revisit the scope and vision of those plans with the community and RCRC. Doing so would afford us the opportunity to develop a project that is feasible for all parties and, more specifically, provide direction on who will be responsible for what early in the project's planning stage. Appropriate agreements would be drafted at that time.

C. Legislative / Chronological History

At the April 7, 2015 meeting, Council approved staff negotiating with the property owner, up to the appraised value of \$73,000.00. This approval also included bringing the purchase price and agreement, as well as a formal park maintenance agreement with RCRC, back before Council for approval.

D. Financial Impact

Candlewood – Catalyst 3 – Neighborhood Park

Purchase offer for property: \$73,000.00.

Item# 8

Please note this ROA does not estimate future maintenance costs for the portion of the site not deeded to RCRC. However, resources for maintenance, in labor and equipment, can be determined and delegated at such time that the park is fully designed. In the meantime, this portion of the site will remain unaltered.

The funding for the purchase is available in the Neighborhood Improvement Program’s budget.

E. Alternatives

1. Approve the acquisition of the identified parcel of land for public use at the appraised value of \$73,000 and initiate the process to deed 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.
2. Do not approve the acquisition of the identified parcel of land for public use at the appraised value of \$73,000 or to deed 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

F. Recommendation

It is recommended that Council approve the acquisition of 9.34 acres of land for the appraised value of \$73,000 for the development of a neighborhood park as a part of the Candlewood Master Plan – Catalyst 3. It is also recommended that Council approve deeding 1 acre of the site to RCRC for construction and maintenance of a recreational shelter utilizing the 2008 Recreation Bond.

Recommended by: Tracy Hegler
Department: Planning
Date: June 18, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 7/17/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

This is a funding decision left to Council discretion. As stated in the ROA, the funding for the purchase price is identified and available in the NIP fund. However, long-term development cost, and on-going maintenance cost have not been determined or funded. If approved, Council may want to consider at least dedicating a funding amount in the interim for the on-going maintenance cost from the recurring NIP revenue stream.

Procurement

Reviewed by: Cheryl Patrick

Date: 7-17-2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding decision left to Council discretion

Support Services

Reviewed by: John Hixon

Date: 7/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Although this is a funding decision left to Councils discretion, it is noted under the Financial Impact section of this ROA to, "Please note this ROA does not estimate future maintenance costs for the portion of the site not deeded to RCRC. However, resources for maintenance, in labor and equipment, can be determined and delegated at such time that the park is fully designed. In the meantime, this portion of the site will remain unaltered".

Without an actual scope of work knowing the operational and maintenance cost impact is not feasible at this time, but if this project is determined to be maintained by county resources or contracted, sufficient funding will need to be identified on a reoccurring basis. Should it be determined that the County staff will maintain the park, additional positions may be necessary as well to maintain the additional work load.

Legal

Reviewed by: Elizabeth McLean

Date: 7/22/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

APPENDIX A
Contract of Sale

Item# 8

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT OF SALE

This Agreement, entered into this _____ day of _____, by and between _____ (hereafter combined as “Seller”), and Richland County, South Carolina (hereafter “Buyer”).

WITNESSETH: That for and in consideration of the sum of Five and No/100 Dollars, to be applied as part of the cash portion of the purchase price, and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy 9.34 plus or minus acres located to the north and south of Seton Hall Drive in the Candlewood community, to include all rights, easements, access agreements and other pertinent materials, said property more particularly described as follows:

SEE ATTACHMENT A

Sale to be consummated upon the further payment of Seventy Three Thousand (\$73,000.00) Dollars from Buyer to Seller after Buyer’s completion of any appraisals, tests, studies, inspections and upon expiration of the “Feasibility Period” set forth herein, and approval of the Richland County Council, Buyer’s Governing Body.

It is herein agreed that for a period ending ninety (90) days after execution of this Agreement (the “Feasibility Period”), Seller grants Buyer permission to have its engineers, employees, contractors, agents and also potential tenants of the Property enter upon the Property for the purpose of conducting surveys, engineering, environmental and other tests, market studies and other items deemed necessary by Buyer in connection with its proposed purchase of the Property.

At any time during the Feasibility Period or its extensions, Buyer may rescind and cancel this Agreement for any or no reason by giving written notice to the Seller of its desire to do so and this Agreement shall be terminated, null and void and neither party shall thereafter have any further obligation to the other hereunder.

Prior to date of closing, Seller shall, if Buyer requests, have prepared, at its expense, a current plat and survey of the subject property. Seller shall be responsible for the payment of any Documentary Stamps associated with this transaction.

The Seller hereby covenants and agrees to convey the above described property to the Buyer, its heirs or assigns in fee by proper deed, with covenant of general warranty, free from all defects and encumbrances, except such as are herein agreed to be assumed. Seller shall pay for preparation of deed and for all statutory deed recording fees.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Buyer from using the property for its intended lawful purposes.

Upon tender of such deed at the time below provided, the Buyer agrees to comply fully with the terms of this Agreement.

All taxes, rents, water rents, paving assessments and interest to be prorated to date of completion of sale. Hazard insurance to be prorated or canceled at the option of buyer.

This sale and purchase to be completed within thirty (30) days of the expiration of the Feasibility Period.

Buyer shall not be responsible to pay any portion of any real estate commission associated with the transaction contemplated in this agreement unless expressly agreed to by Buyer in a separate agreement with any real estate agent chosen by Buyer.

This Agreement is binding upon ourselves, our heirs, executors, administrators, successors or assigns.

It is understood that this written Agreement constitutes the entire contract between the parties hereto.

Witness our Hands and Seals the day and year first above written.

Accepted this _____ day of _____ 2015.

In the presence of:

SELLER: 

By: _____

Its: _____

SELLER: 

By: _____

Its: _____

{Remainder of Page Intentionally Left Blank}

BUYER: Richland County, South Carolina

By: _____

Its: _____

Item# 8

APPENDIX B
Memo of Agreement to Sell

Item# 8

Robert F. Buggel
Attorney at Law

4064 West Beltline Blvd.
Columbia, South Carolina 29204

Telephone: 803-254-4611
Facsimile: 803-256-4226
E-mail: bbuggel@gmail.com

June 25, 2015

MEMO

TO: Ashley Powell

FROM: Bob Buggel

RE: Candle wood Acquisition

Message: Attached is the the statement of Thurman B. Sauls and Cynthia S. Minion, owners of the Candlewood tract. During our conversation you advised that the County would using the 2006 survey of the tract; if this is the case and if there are no other pre-contract inspection issues my clients and I would be happy to receive a proposed Contract of Sale for our consideration. The purchase price would be \$73,000.00. Advise.


Bob

We, Thurman B. Sauls and Cynthia S. Minion, being the owners of that certain tract of land North of the City of Columbia, on the northern side of Seton Hall Drive(TMS#: 20200-03-46) do hereby authorize Richland County to enter onto said tract for purposes of preparing a survey thereof and such other pre-contract inspections as may be reasonable in the County's opinion. This grant of entry is conditioned on the understanding that any costs or charges for the survey as well as any inspections undertaken will be paid for by the County; that any inspections or survey will be carried out and completed in a most expeditious and time-efficient manner; that the County will be fully responsible to the owners for any damage(s) sustained to the tract as a result of the entry, inspections and survey by the County.

That the acceptance of the offer of the \$73,000.00 as the purchase price made by the County is contingent and conditioned upon the negotiation, acceptance and execution of a Contract of Sale satisfactory to both the owners and the County. Time is of the essence.

Robert T. B. Sauls

Thurman B. Sauls Date: 6-25-15
THURMAN B. SAULS, OWNER

Margaret A. Reblott

Cynthia S. Minion Date 6/24/15
CYNTHIA S. MINION, OWNER

APPENDIX C
Candlewood Park Concept Plan

Item# 8



- NATURE AREA
- WALKING TRAIL/
SENIOR FITNESS STATIONS
(see Page 38)
- PAVILION
- OPEN AREA
- BRICK CROSSWALK,
TYPICAL
- DOG PARK
- PAVILION
- COMMUNITY CENTER
12,000 S.F.
- WALKING TRAIL/
SENIOR FITNESS STATIONS
(see Page 38)
- OPEN AREA
- BASKETBALL
COURTS
- PAVILION
- PLAYGROUND
- TOT LOT
PLAYGROUND

Item# 8

Attachment number 1
Page 13 of 13

Richland County Council Request of Action

Subject

General Contractor Services for New Coroner's Facility [PAGES 83 - 89]

Reviews

Richland County Council Request of Action

Subject: General Contractor Services for New Coroner's Facility

A. Purpose

County Council is requested to approve a contract with "Solid Structures" in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner's Facility.

B. Background / Discussion

Due to the ever growing needs of the Coroner's Office and the services provided, a new facility is needed to ensure continued efficiency. The Richland County Coroner's Office is currently located at 1931 Pineview Drive. As operations have grown over the years, the expanded services have exceeded the space currently allotted to the Coroner. The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

To date, approximately 4 acres of property at 6300 Shakespeare Road have been purchased (see map). In addition to the land, the property features a 19,600 square foot single story metal frame and masonry facility which is proposed to house the Coroner's new operation. Sub surface, mold and asbestos reports have already occurred on the property with remediation of the mold to occur before construction begins. This will ensure that this facility is ready for any renovations that are to take place.

Richland County has also entered into a contract with GMK & Associates to provide Architectural/Engineering services. The design for this project has been finalized.

Bids for this item were solicited in June 2015. Bids were opened July 1, 2015. There were 6 bidders. They are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Solid Structures	\$1,427,800
Pyramid	\$1,466,000
Weber	\$1,497,460
FBI	\$1,541,000
Carmel	\$1,589,570
Metcon	\$1,638,200

The intent of this ROA is to secure a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the Coroner's Facility. These services include all renovation activities which will take place on this site. The scope of work includes the renovation of the existing building which is composed of a pre-engineered steel framed structure with masonry on one face and metal panels everywhere else. A split system heat pump system will be used for the majority of the spaces with an energy recovery unit providing outside air. Finishes will include VCT, ceramic tile, carpet acoustical ceilings, paint and casework. All renovation work on the project will be completed by March 2016.

Item# 9

C. Legislative / Chronological History

- The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

D. Financial Impact

Through the 2013 General Obligation Bond, Council designated \$2,500,000 to be used towards the purchase, design and construction/renovation of a new facility for the Coroner. Following is a preliminary total project cost estimate which includes the construction contract amount for this ROA (italicized):

Property Purchase		\$ 650,000
Hard Costs		
Remodel Estimate		\$ 1,427,800
Freezers/Coolers		\$ -
Rolling Filing System		\$ 10,000
FFE		\$ 20,000
Construction Total		\$ 1,457,800
Soft Costs		
Mold Remediation		\$ 30,000
Special Inspections		\$ 30,000
A/E Fee		\$ 129,800
Contingency		\$ 202,400
<i>Project Total</i>		<i>\$ 2,500,000</i>

Funds for this request are available in the 2013 GO Bond. No new funds are needed.

E. Alternatives

1. Approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800.
2. Do not approve the recommendation to enter into a contract with Solid Structures. If this alternative is chosen, General Contractor construction services will need to be re-solicited, losing valuable time on this project. A total re-solicitation process could take up to an additional 3 months when considering the time required to follow the procurement process and then Council approval process.

F. Recommendation

It is recommended that Council approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner’s Facility.

Recommended by: Chad Fosnight

Department: Administration

Date: 04/21/15

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/6/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date: 7/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

With the expansion of the Coroners Department, the new facility is needed to support the departments operations as well as to consolidate multiple operational aspects currently located around the county to one centralized location. The remodel of this facility will allow that positive change and enhance the operational needs of the office. This project will also supply ample space for the Coroners current operations and well into the future. Another positive is that after the Coroner vacates the current space at the Pineview facility, a reduction in the congestion due to the additional staff located on the Sheriffs side of the Pineview Public Safety facility, should be realized.

Please note that in addition of this 19,600 square feet of vertical facility and 4.11 acres of grounds created by adding this facility to our real asset inventory, there has been an additional 73,025 square feet of vertical facilities with an additional 20.87 acres of grounds added to our inventory, requiring standard maintenance support, over approximately the past five years. With this facility included, the addition of heated square feet of space added in the recent past will be 92,625 square feet and 24.98 acres of grounds requiring regular custodial, grounds, and structure maintenance (facility and equipment). These additions are not inclusive of any of the current undeveloped property's, future or existing parks or neighborhood improvement plans, or new facilities currently funded or in progress.

I note the above to reinforce the concern that there has been no additional staff approved for the Support Services Department, needed to support the continued addition of facilities and the infrastructure required to keep them operational with exception for the addition of one PT Custodian (25 hours per week) approved for the Blythwood Public Safety Facility. Along with the asset additions we also must manage the required increase in maintenance due to the age of our core inventory.

Procurement

Reviewed by: Cheryl Patrick

Date: 07/08/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/9/15

Recommend Council approval

Recommend Council denial

Item# 9

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

Administration

Reviewed by: Roxanne Ancheta

Date: July 10, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to enter into a contract with Solid Structures in an amount not to exceed \$1,427,800 to provide General Contractor construction services for the renovation of the new Coroner's Facility. Funds for this project are available in the 2013 GO Bond. No new funds are requested.

Administration supports the comments provided by John Hixon, Support Services Director. Administration intends to bring a proposal to Council in the upcoming months to address the continued addition of inventory (facilities, grounds) to our system, and the additional workload and costs for Support Services associated with these additions.

Richland County, SC | Internet Mapping

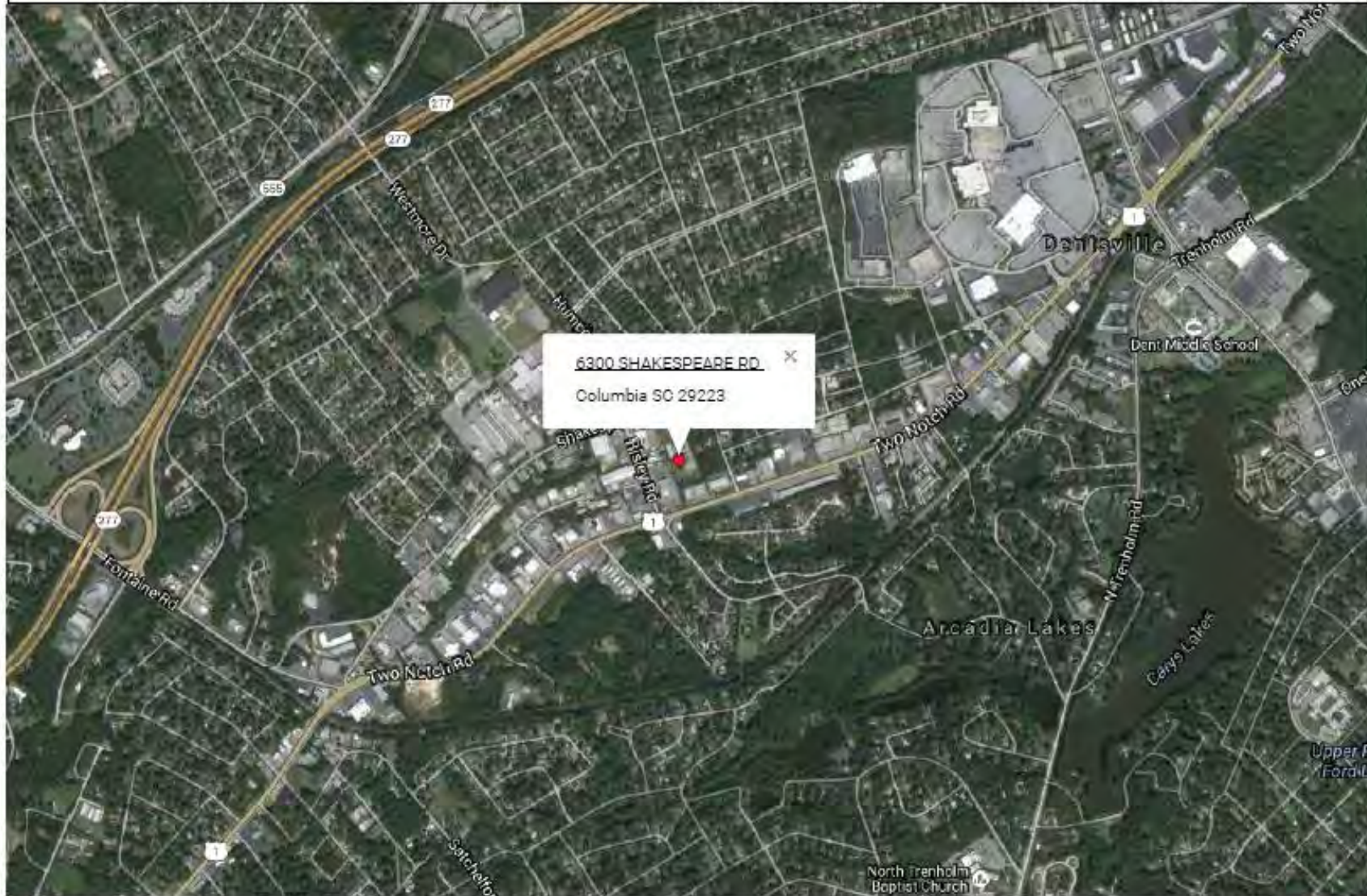


DISCLAIMER: This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.



Item# 9

Richland County, SC | Internet Mapping



DISCLAIMER : This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.



Item# 9

Attachment number 1
Page 6 of 6

Richland County Council Request of Action

Subject

Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge **[PAGES 90 - 100]**

Reviews

Richland County Council Request of Action

Subject: Magistrate - Arcadia Lakes Intergovernmental Service Contract to Provide for Richland County Magistrate Caroline W. Streater to Serve as the Town of Arcadia Lakes's Municipal Court Judge

A. Purpose

County Council is requested to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes' Municipal Court Judge.

B. Legislative / Chronological History

As stated in the attached proposed contract, Judge Streater's duties will be to:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions shall be agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Streater's regular duties with Richland County.
- While actually performing the functions and duties of the Municipal Judge, Judge Streater 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.

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 Judge Streater 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 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.”

C. Financial Impact

There will be no financial impact to the County. The Town of Arcadia Lakes will contract to pay the sum of \$100.00 plus FICA and State Retirement each month to Richland County and said compensation shall be paid to Judge Streater for her services to the Town.

Twelve months of Salary, FICA, and Retirement:

Salary	\$ 1,200.00
FICA	\$92.00
<u>Retirement</u>	<u>\$165.00</u>
Total	\$ 1,457.00

D. Alternatives

1. Approve to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.
2. Do not approve the request to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.

E. Recommendation

It is recommended that Council approve the request to enter into an Intergovernmental Service Contract with the Town of Arcadia Lakes to provide for the Richland County Magistrate Caroline W. Streater to serve as the Town of Arcadia Lakes’ Municipal Court Judge.

Recommended by: Donald J. Simons
Department: Eastover Magistrate
Date: 07/14/2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 7/20/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna Date: 7/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however the attached agreement is not the standard agreement that the County has repeatedly used and this office has recommended. If the Council wishes to proceed, we recommend that the Council approve the standard agreement. An example is attached for your review.

Administration

Reviewed by: Warren Harley

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends using the standard agreement that the County has used as recommended by legal.

EXAMPLE

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 _____, 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 judicial personnel available;

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, _____ for the position of _____ Municipal Judge; and

WHEREAS, the County is willing to permit _____ to serve as the _____ Municipal Court Judge; and

WHEREAS, The County and the Town 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, as amended, and as authorized by Order of South Carolina Supreme Court dated May 25, 2001.

NOW, THEREFORE, it is mutually agreed by and between the Town and County as follows:

1. _____ shall serve as the _____ Municipal Court Judge.
2. _____ shall perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions as shall be mutually agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with _____ regular duties with Richland County.
3. While actually performing the functions and duties of the Municipal Judge, _____ shall be totally responsible and dedicated to the benefit and objectives of 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 Richland County Magistrate, _____ serving as _____ Municipal Judge, the Town shall pay the County the _____ per month or prorated portion thereof, plus the employer's share of FICA, State Retirement, and any other sums customarily

paid by an employer, calculated on the monthly amount paid, said sum being due on or before the last day of the month of each and every month that said judicial services are rendered. Said sum shall constitute the total compensation to _____ for services as Municipal Judge. The County shall be responsible for all required deductions and reporting all sums for withholding, social security, unemployment, and any other deductions on the sums paid for the judicial services of _____.

5. All compensation for Richland County Magistrate _____ services as a _____ Municipal Judge, including but not limited to FICA and State retirement, shall be paid by the Town according to paragraph 4, above. The sums paid to the County for the services of Richland County Magistrate _____ less the deductions set forth herein, shall be duly paid to _____. In the event that Richland County Magistrate _____ services as _____ Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate _____. It is further understood and agreed by the parties and by _____ as evidenced by his consenting signature below, that for the purposes of determining Richland County Magistrate _____ salary under S. C. Code 22-8-40(j) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate _____ salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as _____ Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code 22-8-40(j) and the County shall not be required to pay _____ any monies to compensate for the loss of monies associated with the cessation of his services as a _____ Municipal Judge and of this Agreement.

6. This agreement may be terminated, at any time, by the Town, the County, or _____ by giving all parties thirty (30) days written notice of termination.

7. The Agreement may be amended, modified, or changed only by written agreement of the Council of Richland County and Council of the _____, except that the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge _____ for his services to the Town,

without further approval of the County. Any such change in compensation shall be timely reported to the County by the Town.

- 8. The Town shall be responsible for defending any and all claims, demands, and/or actions brought against the Town and/or _____ arising out of or from any act(s) and/or omission(s) on the part of _____ during the course of providing such judicial services to the Town.

- 9. The assignment of Judge _____ as Municipal Judge for the Town shall be made by the Chief Summary Court Judge for Richland County in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-145 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate _____ to serve for a set term “not to exceed four years and until his successor is appointed and qualified”; and (ii) shall pursuant to subsection (B) “notify South Carolina Court Administration of” the appointment of Magistrate Judge _____ as Municipal Judge for the _____.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2015, set our hand and seal hereon.

RICHLAND COUNTY

WITNESSES

By: _____

Its: _____

By: _____

Its: _____

I So Consent:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL MAGISTRATE
SERVICES AGREEMENT
COUNTY OF RICHLAND AND
TOWN OF ARCADIA LAKES**

This Agreement made and entered into by and between the County of Richland, a political subdivision of the State of South Carolina, hereinafter referred to as “County”, and the Town of Arcadia Lakes, a municipality political subdivision of the State of South Carolina, hereinafter referred to as “Town”:

WHEREAS, the Town is desirous of providing under its existing adopted ordinances, for the provision of an Appointed Judge in Town ordinances under Chapter 2, Article VI, Municipal Court, subsection 2-602 the appointment of a highly experienced and qualified judicial magistrate, in good standing, and serving presently within the magisterial system for the County; and

WHEREAS, the Town shall appoint such magistrate to serve as its municipal judge for such term(s) as agreed to herein below, and for such compensation as set by Town, and agreed to by County and further consented to by the appointed municipal judge ; and

WHEREAS, the County is willing to permit the Honorable Caroline W. Streater, a magistrate of the County in good standing, hereinafter referred to as “Judge Streater”, to serve as the Municipal Court Judge for the Town; and

WHEREAS, the County and Town are authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended, and as further authorized by Order(s) of the South Carolina Supreme Court in existence preceding this agreement.

NOW THEREFORE, it is mutually agreed by and between the Town and County, with consent of Richland County Chief Magistrate Judge Donald J. Simons and Judge Streater, as follows:

1. Judge Streater shall serve as the Municipal Court Judge for the Town of Arcadia Lakes, South Carolina for a term of four years within the conditions of this agreement.
2. Judge Streater shall perform all functions and provide such services to the Town as have been customarily rendered or provided for by past Municipal Judges within the ordinances of Town, consisting of, but not limited to conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process, and such other duties and functions as shall be mutually agreed upon by the parties and the Town provided for by law. The provision of such services shall be in a time and manner so as not to interfere with Judge Streater’s regular duties with Richland County as a magistrate.
3. While actually performing the functions and duties of the Municipal Judge, Judge Streater shall be totally responsible and dedicated to the benefit and objectives of the judicial system of the Town, without interference from or influence by the County, its employees, or its Council. Judge Streater when acting for and on behalf of the Town’s judicial system shall under this intergovernmental agreement be authorized on behalf of Town, to hold Court and related Courtroom functions in such location as at such time is assigned to her for holding Court as a magistrate for the County.

4. In order to compensate the County for the services of Magistrate Caroline W. Streater for serving a Town Municipal Judge, the Town shall pay the County the sum of One Hundred (\$100.00) Dollars per month, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, (calculated on the monthly prorated amount paid), said sum being due on or before the last day of each and every month that said judicial services are rendered to Town. Said sum shall constitute the compensation to Judge Streater for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement. Notwithstanding the forgoing, in the event Judge Streater, on behalf of the Town solely under its judicial system, is called upon to render services by holding court or hearings for specific matters relating to the Town ordinances, then in such event the Town and Judge Streater may mutually agree upon additional compensation for such services, not to exceed the sum equivalent to that amount paid by the County for such time expended in a like such case or matter to be calculated and based upon the hourly salary at such time otherwise owing to Judge Streater by the County for like services.
5. All compensation for Richland County Magistrate Caroline W. Streater services as a Town Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the Town according to paragraph 4, above to the extent such compensation is earned for services provided for herein. The sums paid to the County for the services of Richland County Magistrate Caroline W. Streater, less the deductions set forth herein, shall be duly paid over to Judge Streater. In the event that Richland County Magistrate Caroline W. Streater's services as a Town Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate Streater. It is further understood and agreed by the parties and Judge Streater, as evidenced by her consenting signature below, that for the purposes of determining Richland County Magistrate Streater's salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate Streater's salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as a Town Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code Section 22-8-40(i) and the County shall not be required to pay Caroline W. Streater any monies to compensate for the loss of monies associated with cessation of her services as a Town Municipal Judge under this Agreement.
6. This Agreement may be terminated, at any time, by the Town, the County, or Judge Streater by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Streater ceases to be a magistrate, or the immediate termination for breach of contract, either of which would not require notice but constitute termination.
7. This Agreement may be amended, modified or changed only by written agreement of the Council of Richland County and Council of Town of Arcadia Lakes; except that, the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge Streater for her services to the Town without further approval of the County or according to the terms hereof. Any such change in compensation shall be timely reported to the County by the Town.
8. The Town shall be responsible for defending any and all claim(s), demands, and/or actions brought against the Town and/or Judge Streater arising out of or from any act(s) and/or omission(s) on the part of Judge Streater during the course of providing such judicial services to the Town according to authorities of law.
9. The assignment of Caroline W. Streater as the Municipal Judge for the Town shall be made by Richland County Chief Summary Court Judge, Richland County, S. C., in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann.

Section 14-25-15 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate Streater to serve for a set term “not to exceed four years and until her successor is appointed and qualified”; and (ii) shall pursuant to subsection(B) “notify South Carolina Court Administration of” the appointment of Magistrate Streater as Muncipal Judge for Town of Arcadia Lakes, South Carolina.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of _____, 2015, set our hand(s) and seal(s) hereon.

RICHLAND COUNTY

WITNESSES

By: Tony McDonald
Its: County Administrator
TOWN OF ARCADIA LAKES

WITNESSES

By: Mark W. Huguley
Its: Mayor

I So Consent and Agree:

WITNESSES

Caroline W. Streater
As Richland County Magistrate Judge
and Individually

Richland County Council Request of Action

Subject

Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge [**PAGES 101 - 107**]

Reviews

Richland County Council Request of Action

Subject: Magistrate - Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge

A. Purpose

County Council is requested to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for the Eastover Magistrate Donald Simons to serve as the Town of Eastover's Municipal Court Judge.

B. Legislative / Chronological History

In March 2015, the Town of Eastover requested that Richland County Eastover District Magistrate Donald J. Simons serve as the Town of Eastover 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 to:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions shall be agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Donald Simons' regular duties with Richland County.

- While actually performing the functions and duties of the 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 the County, its employees, or its Council.

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

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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 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.”

C. 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 State Police Retirement each month to Richland County and said compensation shall be paid to Donald J. 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>\$571.00</u>
Total	\$ 5,158.00

D. Alternatives

1. Approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.
2. Do not approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.

E. Recommendation

It is recommended that Council approve the request to enter in to an intergovernmental service contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Municipal Court Judge.

Recommended by: Donald J. Simons
Department: Eastover Magistrate
Date: 06/11/2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers
✓ Recommend Council approval

Date: 6/21/15
 Recommend Council denial

Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna
 Recommend Council approval

Date: 6/29/15
 Recommend Council denial

Comments regarding recommendation: Based on the salary, it appears the agreement is for part time services. If this is accurate, it may be helpful to note.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval

Date: 7/7/15
 Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, I would recommend making the changes/corrections to the Agreement which I have noted with strikethroughs and underlines below.

Administration

Reviewed by: Warren Harley
✓ Recommend Council approval

Date: 7/7/15
 Recommend Council denial

Comments regarding recommendation:

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 judicial personnel available;

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, Donald J. Simons for the position of Town 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, The County and the Town 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, as amended, and as authorized by Order of South Carolina Supreme Court dated May 25, 2001.

NOW, THEREFORE, it is mutually agreed by and between the Town and County as follows:

1. Judge Donald J. Simons shall serve as the Town of Eastover Municipal Court Judge;
2. Judge Donald J. Simons shall pPerform all functions and provide such services to the Town as have been customarily rendered by the Town's Municipal Court Judge, consisting of but not limited to conducting bench and jury trials, issuing arrest warrants, setting bonds, and such other duties and functions as shall be mutually agreed upon by the parties. The provision of such services shall be in a time and manner so as not to interfere with Judge Donald J. Simons' regular duties with Richland County.
3. While actually performing the functions and duties of the Municipal Judge, Donald J. Simons shall be totally responsible and dedicated to the benefit and objectives ~~to~~ of 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, Donald J. Simons serving as Town of Eastover Municipal Judge, the Town shall pay the County the sum Three Hundred Fifty-Five Dollars and 05/100 (\$355.05) Dollars per month or prorated portion thereof, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, calculated on the monthly amount paid, said sum being due on or before the last day of the month of each and every month that said judicial services are rendered. Said sum shall constitute the total compensation to Donald J. Simons for services as Municipal Judge. The County shall be responsible for all required deductions and reporting all sums for withholding, social security, unemployment, and any other deductions on the sums paid for the judicial services of Judge Donald J. Simons.

5. All compensation for Richland County Magistrate Donald J. Simons' services as a Town of Eastover Municipal Judge, including ~~by~~ but not limited to FICA and State retirement, shall be paid by the Town according to paragraph 4, above. The sums paid to the County for the services of Richland County Magistrate Donald J. Simons less the deductions set forth herein, shall be duly paid to Donald J. Simons. In the event that Richland County Magistrate Donald J. Simons services as Town of Eastover Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate Donald J. Simons. It is further understood and agreed by the parties and by Donald J. Simons as evidenced by his consenting signature below, that for the purposes of determining Richland County Magistrate Donald J. Simons' salary under S. C. Code 22-8-40(j) only, no monies paid pursuant to the Agreement shall constitute Richland County Magistrate Donald J. Simons' salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as Town of Eastover Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code 22-8-40(j) and the County shall not be required to pay Donald J. Simons any monies to compensate for the loss of monies associated with the cessation of his services as a Town of Eastover Municipal Judge and of this Agreement.
6. This agreement may be terminated, at any time, by the Town, the County, or Judge Donald J. Simons by giving all parties thirty (30) days written notice of termination.
7. The Agreement may be amended, modified, or changed only by written agreement of the Council of Richland County and Council of the Town of Eastover, except that the Town reserves the right to alter or change, from time to time, the compensation rendered to Judge Donald J. Simons for his services to the Town, without further approval of the County. Any such change in compensation shall be timely reported to the County by the Town.
8. The Town shall be responsible for defending any and all claims, demands, and/or actions brought against the Town and/or Judge Donald J. Simons arising out of or from any act(s) and/or omission(s) on the part of Judge Donald J. Simons during the course of providing such judicial services to the Town.
9. The assignment of Judge Donald J. Simons as Municipal Judge for the Town shall be made by the Chief Summary Court Judge for Richland County in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-145 (2004), and in particular (i) shall pursuant to subsection (A) appoint Magistrate Simons to serve for a set term "not to exceed four years and until his successor is appointed and qualified"; and (ii) shall pursuant to subsection (B) "notify South Carolina Court Administration of" the appointment of Magistrate Judge Donald J. Simons as Municipal Judge for the Town of Eastover.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2015, set our hand and seal hereon.

RICHLAND COUNTY

WITNESSES

By: _____

Its: _____

TOWN OF EASTOVER

By: _____

Its: _____

I So Consent and Agree:

Donald J. Simons

Richland County Magistrate

Richland County Council Request of Action

Subject

Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices [**PAGES 108 - 111**]

Reviews

Richland County Council Request of Action

Subject: Magistrates, Authorization of Design/Build Policy for Dentsville, Hopkins, and Upper Township District Magistrate Offices

A. Purpose

County Council is requested to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township. The utilization of this method is in the best interest of the County.

B. Background / Discussion

Currently, the Dentsville Magistrate and the Hopkins Magistrate district offices are temporarily housed in the Central Court facility located at 1400 Huger Street, Columbia. The Dentsville Magistrate was relocated to the Huger Street location in order to vacate the property located at 2500 Decker Boulevard to make way for the demolition of the property for the Decker Center Facility. The Decker Center Facility will house Central Court, divisions of the Sherriff’s office, and the new Community Center.

The Hopkins District Magistrate moved to the Huger Street property as a temporary relocation due to the dilapidated, inadequate state of the Hopkins Magistrate office that was located at 6108 Cabin Creek Road, Hopkins, SC.

The Upper Township District Magistrate office, which is currently located at 4919 Rhett Avenue, Columbia, SC, is in an inadequate old house, offering no courtroom space, at a cost of \$24,000 in rent per year.

All three offices are slated to be replaced with County owned facilities. The funds for all three are already allocated and therefore, the projects may begin. The current Central Court facility located at 1400 Huger Street is scheduled to be relocated in Fall 2016. Failure to provide Dentsville and Hopkins with district offices in a timely manner may cause operational problems for the court. Additionally, a delay in the establishment of new facilities for these offices may hinder plans the County has for the property located at 1400 Huger Street.

The ordinance, Competitive Purchasing Policy, General Provisions, Section 2-598(a) states:

- a) All public purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest. Towards this end, it shall be the policy of the county that, whenever practical, leases, goods, and services required by county agencies shall be procured through a competitive purchasing policy which may be achieved through competitive bidding or through requests for proposals; provided, however, contracts that are specifically approved by a county ordinance are exempt from the provisions of this Article. Professional services shall be procured as set forth in section [2-600](#) of this Code, unless otherwise prohibited by law. The method of contracting known as "design/build" wherein the successful vendor shall perform a "turnkey" project to include all architectural, engineering, construction and other services necessary to provide a complete facility, is expressly authorized. The contractor shall identify the

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architects and engineers he proposes to use in his bid or proposal and shall coordinate all activities of said architects, engineers, designers, subcontractors, suppliers and others involved in the project to provide a completed facility meeting contract requirements, and shall insure compliance with all other applicable county, state or federal laws. When the "design/build" concept is utilized through competitive bidding or requests for proposal, then the requirements that architectural and engineering services be procured under section [2-600](#) of this division shall be waived. The "design/build" method of contracting shall only be employed when the county council determines that the utilization of such method is in the best interest of the county.

- b) In case of tie or identical offers, preference shall be given to businesses and persons located within the county boundaries. In case of tie or identical offers involving two (2) or more businesses and persons located within the county, boundaries shall be resolved based on:
 - (1) Completion/delivery period.
 - (2) Previous performance record.

(Ord. No. 1825-89, § I, 1-17-89; Ord. No. 2184-92, § II, 3-18-92; Ord. No. 2090-91, § I, 5-21-91; Ord. No. 020-07HR, § I, 3-20-07)

C. Legislative / Chronological History

In the past, the “design/build” procedure has proven effective and efficient for the County in relocating district magistrate offices to facilities that were properly designed and move in ready, to include the Blythwood Magistrate, the Columbia Magistrate, the Dutch Fork Magistrate, and the Eastover Magistrate offices.

D. Financial Impact

The financial impact to the County would reflect in that the process would be more streamlined, and therefore would open up the 1400 Huger Street property for County plans. The rent for Upper Township and relocating Dentsville and Hopkins to rentals would be a savings to the County.

E. Alternatives

1. Approve the request to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township.
2. Do not approve the “design/build” method and follow the normal bid process for property purchase, architect hire, project bid, construction company bid and hire, and conduct the appropriate council readings for each process.

F. Recommendation

It is recommended that Council approve the request to authorize the “design/build” method of contracting as outlined in Ordinance Section 2-598(a), Competitive Purchasing Policy, General Provisions, for three district magistrate offices to include Dentsville, Hopkins and Upper Township.

Recommended by: Donald J. Simons

Department: Chief Magistrate

Date: June 12, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 6/21/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on the availability of funds and review did not consider any long-range strategic facility plans.

Procurement

Reviewed by: Cheryl Patrick

Date: 6/22/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Capital Projects

Reviewed by: Chad Fosnight

Date: 6/29/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Due to the time constraints listed above, a design/build delivery method makes sense. If time was not of concern then I feel a traditional design/bid/build delivery method would make the most sense.

Legal

Reviewed by: Elizabeth McLean

Date: 7/7/2015

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 7/7/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Relocation of Sheriff Training Division [**PAGES 112 - 115**]

Reviews

Richland County Council Request of Action

Subject: Relocation of Sheriff Training Division

A. Purpose

County Council is requested to approve the Sheriff to update the existing lease with RCRC (Richland County Recreation Commission) for the Denny Terrace Community Center located at 6429 Bishop Avenue from the present space of 13,000 square feet to 39,000 square feet for the purposes of satisfying the emergent need to move the RCSD Training Division. The new contract will allow the Region 3 Patrol Division to share space with the RCSD Training Division and continue to raise the preparedness and professionalism of the Sheriff's Department.

The current Training Division facility is dilapidated and unfit for personnel to work from or in. This existing facility, which is owned by the Richland County Recreation Commission and was sublet to a third party (no present lease agreement in place) is too small for current operations, was built in 1959 and has asbestos and black mold in and around where the deputies work and train.

B. Background / Discussion

The Sheriff knows that the highest level of training produces the highest level of professionalism and safety for our personnel. Training courses cover a range of topics from verbal judo, tactical communications and conflict resolution to handcuffing and self-defense (to name only a few).

- In 2013 alone there were 63 separate incidents, involving 69 deputies being assaulted with 42 bullets being fired at 17 deputies. For comparison in 2012 there were 351 defensive actions by officers and 69 deputies assaulted. In 2014 there were 294 defensive actions with 162 taser uses and 42 deputies being assaulted. So far in 2015 there have been 30 deputies assaulted with 120 defensive actions and 61 taser uses.

The Sheriff's Training Staff and training classes are currently housed at the old Crane Creek School on Fairfield Road, a facility owned by RCRC. Originally, the Training Division moved to Crane Creek under a lease agreement with RCRC and in the spring of 2014 RCRC sublet the building to one of the other tenants; with no suitable lease agreement being provided after multiple requests. Over the years this building has declined in suitability and expenditures to maintain the building have continued to increase.

By taking advantage of the generosity of RCRC we create a safe, suitable and effective facility that centrally locates two Departments for the betterment of the deputies and community.

C. Legislative / Chronological History

- This is a staff-initiated request that we have done due diligence on with County Administration. There is no legislative history.

D. Financial Impact

The financial impact would only include the cost of \$1.00 per year for rent, the cost of utilities and janitorial service (which the Sheriff would cover within his budget). Additional costs associated with the facility would involve resources necessary for general maintenance (not including replacement costs associated with plumbing or HVAC). The Sheriff’s Department is asking Council for NO additional funds for FY16; looking forward, to FY17, for Council to approve resources necessary for maintenance and janitorial services. The Sheriff will use (as previously approved by Council) rollover funds for retro-fits to the new training facility.

E. Alternatives

1. Approve the request for the Sheriff’s Department to move the Training Division to both meet current, as well as future needs, of the Department.
2. Do not approve the relocation of The Sheriff’s Department Training Divisions to a new facility to both meet current and future needs. If this alternative is chosen, the Sheriff’s Department Training Divisions will remain in facilities that are outdated, not large enough to accommodate their operations and are unsafe working conditions.

F. Recommendation

It is recommended that Council approve the request for the Sheriff’s Department to construct a facility to both meet current, as well as future needs, of the Training.

Recommended by: Major Chris Cowan
Department: Sheriff Department
Date: 7/22/15

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 7/24/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is based Council’s previous approval of the item in concept during the FY16 budget process with item #99 on the motion’s list. As such, we did not participate in discussions or review any other alternatives.

Support Services

Reviewed by: John Hixon Date: 7/24/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

The need for the facility change is understood and agreed with and I recommend the change of location with the below comments.

The notations below associated with the support of to ensure clarity of current processes or direction to be given. The County Department of Support Services does not support or provide any resources for the maintaining or operations of offices in leased facilities and this is inclusive of those managed by RCRC.

Under the financial impact section it is noted that the “cost of utilities and janitorial service (which the Sheriff would cover within his budget). Additional costs associated with the facility would involve resources necessary for general maintenance (not including replacement costs associated with plumbing or HVAC)”.

Replacement Costs Statement - I would request that electrical be added to the above statement as costs associated with electrical repair (labor and material) are generally very expensive and time consuming as well as plumbing and HVAC. And a major failure in this item could pose a major burden on the Sheriff’s Department

Utilities and Janitorial - The Support Services department is not funded for and does not have the authority to support any operational or maintenance functions at leased facilities under ordinance Section 2-196 stating our maintaining of County real property. So as long as the Sheriff has the funds to continue the utility and janitorial needs this should not generate a request for support from the Support Services, Facilities Division. But if that expiration changes to have Support Services manage these operational needs in future years, action by Council would be needed to allocate funding and personnel resource’s.

General Maintenance - RCRC has their own facilities maintenance employees and it should be part of the agreement that they supply any maintenance related needs for the facility and all renovation support as this is their property as the lessor. Also as this is not a facility supported in my operational inventory and therefore not included in my mission, if council were to direct that the Support Services department provide these services a funding method would need to be identified for all required resources to accomplish that directive.

Legal

Reviewed by: Elizabeth McLean

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal cannot comment on the lease or any changes to the lease itself, as it has not been provided. Absent any issues with the lease (which I cannot speak to), this is a policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This would be consistent with Council’s approval of item on FY Budget motions list.

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