



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**APRIL 7, 2015
6:00 PM**

CALL TO ORDER **THE HONORABLE TORREY RUSH, CHAIR**

INVOCATION **THE HONORABLE JIM MANNING**

PLEDGE OF ALLEGIANCE **THE HONORABLE JIM MANNING**

Presentation Of Resolutions

1. a. Fair Housing Proclamation
- b. Resolution Honoring Anne Kelly, Chief Deputy Clerk of Court [**JETER and DIXON**]
- c. Proclamation Honoring Kenny Mullis on being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts [**DICKERSON**]

Approval Of Minutes

2. Regular Session: March 17, 2015 [**PAGES 7-20**]
3. Zoning Public Hearing: March 24, 2015 [**PAGES 21-23**]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4. a. Contractual Matter: Conservation Commission
- b. Pending Litigation: Hopkins and Lower Richland Citizens United, Inc., and Wendy Brawley vs. Richland County
- c. Pending Litigation: SC Property Partners
- d. Library Lease Update

- e. Pending Litigation: Greene vs. Richland County and CCS
- f. Project LM

Citizen's Input

- 5. For Items on the Agenda Not Requiring a Public Hearing

Report Of The County Administrator

- 6. a. Richland 101 Graduation
- b. State Infrastructure Bank Update
- c. Scope for Disparity Study [**PAGES 27-35**]
- d. Cook's Mountain Update
- e. OSBO/SLBE Update

Report Of The Clerk Of Council

- 7. a. "Walk A Mile In A Child's Shoes", April 10th, 9:00 AM - 2:00 PM, 3220 Two Notch Road {Sponsored by CASA and DSS}

Report Of The Chairman

- 8. a. Personnel Matter

Open/Close Public Hearings

- 9. a. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program

Approval Of Consent Items

- 10. 2014 Dust Suppression Contract Increase [**PAGES 39-46**]
- 11. Intergovernmental Agreement between Richland County and the City of Columbia for the proposed Olympia Neighborhood Master Plan [**PAGES 47-62**]
- 12. Interstate Interchange Lighting Project [**PAGES 63-85**]
- 13. Extension of EMS Billing Contract [**PAGES 86-111**]
- 14. Distribution of Mulch and Compost [**PAGES 112-115**]
- 15. Neighborhood Improvement Program Property Purchase - Candlewood [**PAGES 116-122**]

16. Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward [PAGES 123-135]
17. Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts [TO DENY] [PAGES 136-139]
18. Renewal of Operating Agreement between Richland County and Columbia Rowing Club [PAGES 140-157]
19. 15-03MA
John Cooper
RU to RS-MD (7.03 Acres)
Riding Grove Rd.
28900-01-30 [SECOND READING] [PAGES 158-159]

Third Reading Items

20. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program [PAGES 160-164]

Report Of Development And Services Committee

21. An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills [FIRST READING] [PAGES 165-177]

Report Of Administration And Finance Committee

22. PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits [PAGES 178-186]
23. Financial Contribution to SC Slave Dwelling Survey [PAGES 187-189]
24. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair [FIRST READING] [PAGES 190-196]
25. Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia [PAGES 197-200]
26. Emergency Services Department – Fire Truck Purchase [PAGES 201-207]

Report Of Rules And Appointments Committee

1. **Discussion From Rules And Appointments Committee**

27. COUNCIL RULES:

a. After discussion between the Rules Committee Chair and Clerk to Council it has been determined that the rules of Richland County Council are efficient and outline the duties and responsibilities of each council member. Therefore, it is recommended that the committee review the current policies/procedures for any additional input/changes.

1. Allow members to electronically participate in standing committee meetings
[ACTION]

2. Allow members to electronically participate during executive session [ACTION]

b. **MOTION:** Re-activate the Richland County Youth Commission. The youth commission has been inactive since 1998 and there are currently no existing or active members. This commission identifies youth-related problems or potential problems; implement programs to increase the awareness of the general population and elect officials of the needs and problems facing youth and their families; and they seek and administer federal, state and private funding for commission operations and for projects proposed by the commission pursuant to the powers enumerated herein [ROSE]

c. **MOTION:** Richland County Government also reviews the election of the Chair's rule which states that the chair should be elected yearly with two-thirds of its members. In conjunction with Councilman Jackson and Manning previous motions to have meaningful representation that the citizens have the opportunity to elect the chair like the citizens in Horry County. This will remove the responsibility of council members. If the Legislative Delegation would support the election of the chair by the citizens. Our current process is apparently flawed and personal; therefore, the people of Richland County deserve to have an adequate transparent representation [DICKERSON]

d. **MOTION:** In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action [PEARCE AND MANNING]

e. **MOTION:** Review the terms of days missed per annum to continue to serve on the Planning Commission. Reason: With a nine member Commission and the importance of the body, as applications are time sensitive, there should not be any reason the Planning Commission cannot meet a quorum [JACKSON AND MALINOWSKI]

Citizen's Input

28. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

29. a. Move for a resolution to honor State Highway Patrolman Thomas M. White for receiving the 2014 Richland County Trooper of the Year award. **[JACKSON, ROSE]**
- b. A Resolution supporting State efforts to find solutions to the funding needs for State maintained and operated roads and bridges without transferring the burden to Local Governments and opposing any actions taken by the General Assembly that through lack of State funding will lead to increased taxes on the citizens of Richland County **[PEARCE] [PAGES 210-211]**
- c. To have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization **[WASHINGTON]**
- d. Prescribed Fire Council Resolution **[PEARCE]**

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

- a. Fair Housing Proclamation
- b. Resolution Honoring Anne Kelly, Chief Deputy Clerk of Court [**JETER and DIXON**]
- c. Proclamation Honoring Kenny Mullis on being named South Carolina's Commissioner of the Year by the SC Association of Conservation Districts [**DICKERSON**]

Richland County Council Request of Action

Subject

Regular Session: March 17, 2015 [PAGES 7-20]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

March 17, 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 6:02 PM

INVOCATION

The Invocation was led by the Honorable Damon Jeter.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon recognized Ms. Paige Green, CASA, on being named Director of the Year and Mr. James Thomas on being named Volunteer of Year from the Sheriff's Department.

PRESENTATION OF RESOLUTION

Resolution Honoring Mary and Henry Peterson for their contribution of gifts to the children served by CASA at Christmastime [MALINOWSKI] – Mr. Malinowski presented a resolution to Ms. Mary Peterson, Register of Deeds Office, and her husband, Henry, for their contribution of gifts at Christmastime to children served by CASA.

APPROVAL OF MINUTES

Regular Session: March 3, 2015 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Seth Rose
Kelvin E. Washington, Sr.

Others Present:

Tony McDonald
Sparty Hammett
Warren Harley
Monique Walters
Brandon Madden
Michelle Onley
Monique McDaniels
Rob Perry
Daniel Driggers
Larry Smith
Nelson Lindsay
Tracy Hegler
Beverly Harris
Amelia Linder
Chris Gossett
Johnnie Rose
Brenda Parnell
John Hopkins
Cheryl Patrick
Annie Caggiano
Valeria Jackson
Jocelyn Jennings
Ashley Powell
John Hixon
Justine Jones
Ray Peterson

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REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated that the following item was a potential Executive Session Item:

- a. **Contractual Matter: 208 Plan**
- b. **Contractual Matter: Palmetto Utilities**
- c. **Contractual Matter: Palmetto Utilities -208 Plan Amendment**
- d. **Easement Acquisition Authority**

CITIZENS' INPUT

Ms. Helen Taylor Bradley, Ms. Wendy Brawley, Ms. Sara Prioleau, Ms. Mary Sims, Ms. Donzetta Taylor Lindsey, Mr. Tom Mancke, Ms. Jennifer Mancke, and Ms. Judy Phillips spoke in opposition of the Lower Richland Sewer Project.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Budget Update** – Mr. McDonald stated Finance, Budget and Administration staff have completed the initial meetings with the Department Directors to review their budget requests. Meetings with the “Budget Team” will begin tomorrow to compile the Administrator’s Recommended Budget.

The millage agencies have requested clarification on Council’s direction to submit (2) budgets: one flat dollar amount and the other up to the cap (i.e. flat dollar amount or flat millage).

Mr. Manning moved, seconded by Mr. Malinowski, to direct the millage agencies to submit their budget requests based on a dollar amount. The vote in favor was unanimous.

- b. **Local Government Fund Update** – Mr. McDonald stated there are (2) bills pending in the Senate Finance Committee.

H3374 will freeze for 2 years the amount that Counties will receive and after the second year would rewrite the formula. Staff has been communicating with the Legislative Delegation to voice opposition to the legislation.

S473 would return the LGF to full formula funding over a 3 year period. The Counties and the SC Association of Counties are supporting this legislation.

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Mr. Washington inquired if the lobbyist had communicated to staff why the members of the Legislative Delegation did not support the LGF.

Mr. Pearce inquired if any of the Legislative Delegation responded to the County's plea for assistance with the LGF.

Mr. McDonald stated that to his knowledge there had not been any communication from the lobbyist or Legislative Delegation.

Mr. Malinowski inquired as to which Legislative Delegation members voted against the LGF Funding Bill.

Mr. Madden stated that Representatives Howard, Finley, Bernstein, Bales and Neal voted against S473, which would assist the Counties with the LGF.

Mr. Manning moved that the County fire the lobbyist. The motion died for lack of a second.

Ms. Dickerson requested a report from the lobbyist.

- c. **SLBE Certification Update** – Mr. McDonald stated the report from the OSBO Office was included in the agenda packet, which updates Council on where the certification process is and where the SLBE Office is in general.

Mr. Livingston requested projections of what the office is expected to accomplish in the next 3 months, 6 months, etc.

Mr. Rush inquired if any benchmarks were put into place for the office.

Mr. McDonald stated that no benchmarks, as far as numbers of businesses to be certified. Although there was an expressed need to focus on getting businesses certified.

Mr. Malinowski inquired as to how businesses are located and contacted regarding the SLBE program.

Ms. Jones stated the office has been contacting firms by word of mouth and utilizing lists from various agencies, as well as, the Business Service Center and vendor registration.

Mr. Washington stated his understanding was within the ordinance there was a provision that the County did not have to adhere to just the low bid.

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Ms. Jones stated there are a number of affirmative procurement initiatives that can be implemented.

Mr. McDonald stated if the bid advertisement is for a straight bid you are more restricted in using the low bid. If the bid is structured differently to allow for alternatives or if it is a proposal where you build in the flexibility to give points for local and/or small business participation, then that is very different.

Mr. Washington moved, seconded by Mr. Jackson, to move forward with continuing the engagement with Franklin Lee to assist with further development of the SLBE/OSBO programs (i.e. the Quick Pay Program, Contract Sizing Program, and the Bonding and Insurance Program).

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to direct staff to move forward in identifying different ways to improve our SLBE participation, including the possibility of retaining Mr. Lee and/or another consultant to assist with implementation of this program. If a consultant is retained then bring back a specific scope of services for said consultant.

Mr. Jeter requested a financial breakdown of the costs to setup the SLBE/OSBO Office, including Franklin Lee's consulting fees and the justification for hiring additional personnel.

Mr. Jackson requested a breakdown of the consultants and Program Development Team salaries.

The vote was in favor of the substitute motion.

REPORT OF THE CLERK OF COUNCIL

- a. **Council Retreat Directive: Community Relations Strategic Plan** – Ms. McDaniels stated that Council was provided the requested follow-up materials regarding this item. If Council would like to discuss this further, the item can be taken up during the budget process or a work session could be scheduled.
- b. **1st Annual Richland County Distinguished Women's Awards Luncheon** – Ms. McDaniels reminded Council members of the 1st Annual Distinguished Women's Award Luncheon on March 19th at Columbia College.

REPORT OF THE CHAIRMAN

- a. **Personnel Matter** – This matter was taken up in Executive Session.

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PRESENTATION

Central SC Alliance – Mr. Mike Briggs gave a brief overview and update on the Central SC Alliance.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing a lease to Richland County Family Entertainment, LLC, of 20± acres of land located on a portion of TMS # 17300-02-33, including all improvements which may be constructed thereon, for the operation of a water and adventure park – No one signed up to speak.**

APPROVAL OF CONSENT ITEM

- **14-41MA, PGM Retail, LLC, HI to GC (18.04 Acres), Mill Field Rd. 22905-02-02 [THIRD READING]**

Mr. Livingston moved, seconded by Ms. Dickerson, to approve the consent item. The vote in favor was unanimous.

THIRD READING

An Ordinance Updating the 2009 Comprehensive Plan through the adoption of a new plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

SECOND READING

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Property Acquisition Assistance – Mr. Pearce stated the committee recommended approval of this item.

Mr. Malinowski stated the 5th “Whereas” in the agreement needs to be clarified to state that the Neighborhood Improvement funds are being utilized for the purchase.

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Mr. Malinowski further stated the language in Section (9) amended to clarify that the County would not be required to “purchase” the property back from CAP should they default on the agreement.

Mr. Livingston moved, seconded by Mr. Pearce, to approve this item pending legal review and incorporation of changes outlined by Mr. Malinowski. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Land option between Richland County and Garners Ferry Development Company** – Mr. Livingston stated the Committee recommended approval of this item.

Mr. Malinowski requested that in the future the reason for property purchase be included in the agenda packet.

The vote in favor was unanimous.

- b. **Pineview Industrial Park Water and Sewer Engineering Contract** – Mr. Livingston stated the Committee recommended awarding the contract to Alliance Consulting Engineers in the amount of \$199,650.

The estimated cost will be \$3.5 Million and will be owned, operated and maintained by the City of Columbia Utility Department. A portion of the construction costs may be defrayed by a grant.

The vote was in favor.

Mr. Manning moved to reconsider the agenda to add Third Reading of “An Ordinance Authorizing a lease to Richland County Family Entertainment, LLC, of 20± acres of land located on a portion of TMS # 17300-02-33, including all improvements which may be constructed thereon, for the operation of a water and adventure park”.

Mr. McDonald informed Council that the item was not ready to go forward for Third Reading at this time.

Mr. Manning stated for the record that he did not understand why a public hearing was held on this item.

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REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Board of Zoning Appeals – 2** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- b. **Richland County Airport Commission – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- c. **Hospitality Tax Committee – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee – 2** – Mr. Malinowski stated the committee recommended appointing Mr. Randy A. Hurtt and re-appoint Mr. Sam Agee. The vote in favor was unanimous.
- b. **Board of Zoning Appeals – 2** – Mr. Malinowski stated the committee recommended appointing Mr. Christopher Sullivan and re-advertise for the remaining vacancy. The vote in favor was unanimous.
- c. **Employee Grievance Committee – 3** – Mr. Malinowski stated the committee deferred action on these vacancies in order to allow employees not aware there is not a residency requirement to apply for this committee to apply utilizing the proper form. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. **Right of Way Policy Manual** – Mr. Livingston stated the committee recommended adoption of the right-of-way manual, as presented by staff. The adoption will also include the approval of the authority limits, as discussed in Executive Session.

Mr. Malinowski expressed concern regarding the “Relocation Assistance Program” (i.e. An analysis of the needs of residential displace based on: the

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number of occupants residing in the dwelling; family size, age and gender; occupancy status...)

Mr. Perry stated the "Relocation Assistance Program" is to assist residents with relocating to conditions as similar to those they were in as possible.

Mr. Malinowski inquired about the following: "Administrative Settlement authority is subject to the authority amounts established by the Richland County Commission." (This was discussed in Executive Session).

Mr. Malinowski inquired if there was a possibility of condemnations/evictions based on the current road lists.

Mr. Perry stated the rule of thumb is 5-10% of the tracts could possibly go through condemnation and this item will be discussed in more detail in Executive Session.

Mr. Washington inquired if the requirement to use SCDOT approved appraisers applied to roads that do not receive SCDOT funding.

The only roads this applies to are the roads included in the IGA with the SCDOT. Any roads not in that agreement, County approved appraisers can be utilized.

Mr. Washington inquired if the County is utilizing 100% of Penny Sales Tax funds on a SCDOT road, the County will still be required to utilize SCDOT listed appraiser? Also, has the County received any federal funds towards these projects?

Mr. Perry stated the County is required to utilize the SCDOT list of appraisers and federal funds have been received on several of the projects (i.e. North Main, Lincoln Tunnel, Bluff Road widening, and greenways).

Mr. Livingston stated action will be taken on this item after Executive Session.

After Executive Session, Mr. Livingston stated the committee recommended approval of the Right-of-Way Policy Manual as presented by staff. The vote in favor was unanimous.

Mr. Livingston moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

- b. Greene Street Phase I Contract** – Mr. Livingston stated staff was directed to speak with the lowest bidder to increase the SLBE and DBE participation

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without increasing the bid amount. Staff was able to accomplish this with an 11.43% SLBE participation and 54.85% DBE participation. The recommendation is to approve the award of the contract to the lowest bidder.

Mr. Washington stated he still had concerns with the contract and therefore, made a substitute motion, seconded by Mr. Jackson, to re-bid the contract.

Ms. Dickerson inquired as to how the percentages of participation were increase so quickly.

Mr. Perry stated when they spoke with the lowest bidder they were already in negotiations with Premier, which is a Richland County SLBE certified company.

Mr. Rose moved, seconded by Mr. Pearce, to call for the question. The vote in favor was unanimous.

Mr. Washington clarified his motion to re-bid to include the language in the ordinance that allows not just for the lowest bid, but to include local preference.

<u>FOR</u>	<u>AGAINST</u>
Dixon	Malinowski
Jackson	Rose
Washington	Pearce
	Rush
	Livingston
	Dickerson
	Manning
	Jeter

The substitute motion failed.

The vote in favor of approval was unanimous.

Mr. Livingston moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

- c. **Resurfacing Package C Contract** – Mr. Livingston stated the committee recommended award of the contract to Carolina Bridge in the amount of \$1,480,182.61. The vote was in favor of this item.

Mr. Livingston moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

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- d. **Town of Blythewood Project Revision Request** – Mr. Livingston stated the committee recommended approval of the removing the Blythewood Widening Project and replacing it with the projects presented by the Town of Blythewood included in the Council agenda.

Mr. Malinowski asked if the resolution supporting the substitution of projects was approved unanimously and if citizen's input was allowed on this matter.

Mr. Perry will bring the answers back to Mr. Malinowski.

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider this item. The motion failed.

- e. **TPAC Mission** – Mr. Livingston stated the committee recommended sending the TPAC members the mission statement with a survey asking if they intend to continue serving under the current mission statement. The vote in favor was unanimous.

REPORT OF THE SEWER AD HOC COMMITTEE

- a. **Future Direction of Utilities**

1. **Richland County should explore the option of having a private company promote water service to a portion of Richland County whereby Richland County will benefit financially [RUSH and MALINOWSKI]** – Mr. Washington stated the committee recommended to direct staff to hire a consultant to update the water and sewer master plans. The vote in favor was unanimous.

- b. **Lower Richland Sewer** – Mr. Washington stated the committee recommended to direct staff to move forward with the citizen survey and to identify funding in order to waive all tap and connections fees prior to construction.

Mr. Malinowski requested a copy of the FOIA request, as well as, when they were received; if the FOIA requests were not responded to, why not; and how long the tap fees will be waived for the citizens.

Mr. Hammett stated funds have been identified to waive tap fees and connect up to 224 households. If the number exceeds that there are potential options to use additional CDBG funds and/or additional loans funds.

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Mr. Manning inquired as to how the boundaries are being determined.

Mr. Hammett stated the GIS Department has mapped out the projected line and identify household within 200 ft. of each side of the lines. Those household will be the residents who receive the survey.

Mr. Malinowski requested a copy of the boundaries.

Mr. Manning inquired as to who has the final authorization of the survey content (i.e. staff, Council members, etc.)

Mr. Hammett stated the survey has been developed by staff and is ready to go to printing.

Mr. Manning made a friendly amendment to have Councilmen Washington and Jackson to give final approval to the survey before it is sent to the residents.

The vote in favor was unanimous to move forward with the citizen survey, with Councilmen Washington and Jackson having final approval of survey content, and to identify funding in order to waive all tap and connection fees prior to construction.

- c. **Contractual Matter: 208 Plan** – This item was taken up in Executive Session.
- d. **Contractual Matter: Palmetto Utilities** – This item was taken up in Executive Session.
- e. **Contractual Matter: Palmetto Utilities – 208 Plan Amendment** – This item was taken up in Executive Session.

CITIZENS' INPUT

Ms. Paul Brawley spoke regarding the Transportation Penny Projects and the Lower Richland Sewer Project.

EXECUTIVE SESSION

***Council went into Executive Session at approximately 8:20 p.m.
and came out at approximately 9:09 p.m.***

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- a. **Contractual Matter: 208 Plan** – Mr. Washington moved, Ms. Dickerson, to direct staff to proceed as discussed in Executive Session. The vote in favor was unanimous.
- b. **Contractual Matter: Palmetto Utilities** – Mr. Washington moved, Ms. Dickerson, to direct staff to proceed as discussed in Executive Session. The vote in favor was unanimous.
- c. **Contractual Matter: Palmetto Utilities – 208 Plan Amendment** – Mr. Washington moved, Ms. Dickerson, to direct staff to proceed as discussed in Executive Session. The vote in favor was unanimous.
- d. **Easement Acquisition Authority** – Mr. Livingston moved, seconded Mr. Washington, to move forward with the acquisition authority as discussed in Executive Session. The vote in favor was unanimous.
- e. **Personnel Matter** – No action was taken.

MOTION PERIOD

- a. **Move approval by unanimous consent for a Resolution honoring Aundrai Holloman, Executive Director of the Township Auditorium. The revitalization under his direction has resulted in the Township Auditorium being recognized as one of the top performance venues in the southeast [PEARCE, DIXON, MALINOWSKI, JACKSON, RUSH, LIVINGSTON, MANNING, ROSE, DICKERSON, JETER and WASHINGTON]** – Mr. Jackson moved, seconded by Mr. Malinowski, to adopt a resolution honoring Aundrai Holloman. The vote in favor was unanimous.
- b. **Direct the Administrator to move forward with a disparity study no later than April 1, 2015 [WASHINGTON]** – Mr. Washington moved, seconded by Mr. Jackson, to direct the Administrator to bring back the scope for the RFP by the April 7th Council meeting. The vote in favor was unanimous.

Mr. Malinowski inquired if a motion regarding a disparity study was previously submitted by Mr. Washington.

Mr. McDonald stated a similar motion was made, but did not move forward because the County was attempting to conduct a joint disparity study with the City of Columbia and also, Franklin Lee recommended waiting a year before a disparity study was initiated.

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The vote in favor was unanimous to have the County Administrator bring back the scope for the RFP to the April 7th Council meeting.

- c. **Council to establish "SLBE Program Goal Setting Committee"**
[WASHINGTON] – This item was referred to the OSBO Ad Hoc Committee.
- d. **Resolution Honoring Tri-County Electric's 75th Anniversary** – Mr. Jackson moved, seconded by Mr. Malinowski, to adopt a resolution honoring Tri-County Electric's 75th Anniversary.
- e. **Develop a Mentor Protégé Program and a Monitoring Advisory Council to work with the SLBE and OSBO Office** [JACKSON] – This item was referred to the OSBO Ad Hoc Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:20 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

Richland County Council Request of Action

Subject

Zoning Public Hearing: March 24, 2015 [PAGES 21-23]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

March 24, 2015
7:00 PM
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 7:04 PM

ADDITIONS/DELETIONS TO THE AGENDA

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

MAP AMENDMENTS

15-03MA, John Cooper, RU to RS-MD (7.03 Acres), Riding Grove Rd., 28900-01-30 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

15-04MA, Arthur Thomas, RS-MD to RU (4.3 Acres), 448 Starling Goodson Rd., 22103-01-41 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Smitty Johnson and Mr. Arthur Thomas spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.



Council Members Present

Torrey Rush, Chair
District Eleven

Greg Pearce, Vice Chair
District Six

Julie-Ann Dixon
District Nine

Norman Jackson
District Eleven

Damon Jeter
District Three

Paul Livingston
District Four

Bill Malinowski
District One

Jim Manning
District Eight

Kelvin E. Washington, Sr.
District Ten

Others Present:

Sparty Hammett
Geo Price

Tommy DeLage
Tracy Hegler

Amelia Linder
Holland Leger

Michelle Onley
Monique Walters

Monique McDaniels

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Zoning Public Hearing
Tuesday, March 24, 2015
Page Two



ADJOURNMENT

The meeting adjourned at approximately 7:08 PM

Richland County Council Request of Action

Subject

- a. Contractual Matter: Conservation Commission
- b. Pending Litigation: Hopkins and Lower Richland Citizens United, Inc., and Wendy Brawley vs. Richland County
- c. Pending Litigation: SC Property Partners
- d. Library Lease Update
- e. Pending Litigation: Greene vs. Richland County and CCS
- f. Project LM

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Richland 101 Graduation
- b. State Infrastructure Bank Update
- c. Scope for Disparity Study [**PAGES 27-35**]
- d. Cook's Mountain Update
- e. OSBO/SLBE Update

RFP SCOPE OF WORK OVERVIEW:

- Title and Summary pages
- Scope of Work, including subparts
- Reporting Requirements
- Contract Provisions
- Vendor Qualifications and Information including subparts
- Submission Requirements
- Proposal Format
- Other Requirements
- Time Table
- Evaluation Criteria
- Certified Proposal Costs Form
- Certification of Proposal Accuracy
- Proposal
- Addendum Acknowledgement

Procurement Coordinator:

Procurement Director Cheryl D. Patrick, CPPB
Richland County Procurement Office
2020 Hampton Street, Suite 3064
Columbia, SC 29204
(803) 576-2133 Office phone number
(803) 535-2135 Office fax number (No faxed Proposals accepted)

Questions: If proposers have questions, same shall be directed to Procurement Director
Mode of Communication is via e-mail only
No later than [REDACTED]

Proposal:

Submission Composition: Each submitted proposal is required to be composed of the following, including fully completed and executed forms:

- Vendor’s Certification of Qualifications and Information
- Proposal - Cost- Disparity Study
- Proposal Accuracy - Disparity Study
- Certification of No Exceptions
- Addendum Acknowledgment

Submission Deadline: [REDACTED]
Submission Location: [REDACTED]
Opening Time: [REDACTED]
Opening Location: [REDACTED]

Special Conditions:

Intent/Award/Contract: The Intent to Award, Award, and the contract ARE subject to the following special conditions:

- Only as stated in the documents that composes the Request for Proposal.

Background:

This RFP is being issued by Richland County, South Carolina Government for the purpose of obtaining proposals from qualified proposers to conduct a Disparity Study.

This study shall determine if there is a disparity between the number of minority and woman owned businesses that are ready, willing, and able to perform construction, professional services, and provide goods, and the number of these same business types that are actually participating in these same contractual agreements with the County.

For the purpose of this study, minority owned businesses are those that are at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Hispanic American, Asian American, or Native American. A woman owned business is one that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are non-minority females.

Scope of Work:

1. Conduct a detailed analysis of relevant court cases and rulings emphasizing methodology requirements.
2. Identify the categories of contracts for goods, services and construction typically awarded by the participating entities by contracts and dollar amounts for the past three years for which data are available.
3. Define the relevant geographic market for assessing the availability of minority and woman-owned businesses that might participate in the contracts issued by the participating RFP entities.
4. Determine by gender, ethnic group, and capacity, the availability of minority and woman-owned businesses in the market area, for each category of goods, services, and construction procured by the participating entities at the prime and subcontractor levels.
5. Define the criteria and measures used to determine availability.
6. Analyze the procurement and contract data of the participating entities for the relevant time period and calculate by prime and subcontractor levels, the share of contracts awarded minority-owned, woman-owned and non-minority owned businesses. Calculate total awards, payments, and annual trends.
7. Develop a disparity model and use the model to identify any disparity between the participating entities' use of minority and woman owned businesses and their availability in the overall relevant market area. The disparity model created must be consistent with the standards established by *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469, 109 S.Ct., 102 L.ED.2d 854 (1989) and the subsequent cases applying Croson.
8. Determine the relevance and significance of any disparity found in applying the disparity model and explain its significance through statistical analysis. Compare the use of minority and woman owned businesses in the participating entities' contracts with the availability of such firms in the relevant market area, categorized by industry, race, ethnicity and gender.
9. If disparity is found, determine the cause by analyzing policies, procedures, and practices of the participating entities.
10. Determine the extent and role of commercial credit access in creating or supporting the disparity found.

11. Identify and evaluate the effectiveness of any race/gender neutral initiatives that have been used by the participating entities.

12. Make recommendations for activities to remedy the effects of any disparity identified and to reduce or eliminate any marketplace barriers that adversely affect the contract participation of such minority and woman owned businesses and other activities of the participating entities.

13. Propose actions to improve or modify the contracting and procurement processes of the participating entities to ensure that all businesses, including minority and woman-owned businesses have a fair and adequate opportunity to participate in the procurement and contracting processes.

14. Make recommendations for race/gender neutral activities to improve or modify the contracting and procurement processes so that all businesses have a fair and adequate opportunity to participate in the procurement and contracting processes, even if no disparity is found.

Reporting Requirements:

The contractor shall prepare and submit reports to the designated representative for the studies, as outlined below:

1. Monthly progress reports.
2. A final draft report detailing the contractor's methodology and findings and containing all deliverables described in the RFP.
3. A clear, succinct and organized executive summary providing adequate and useable details regarding the content of the full study.
4. An electronic copy of the full report, including all data and records developed that will permit future use by the participating entities.
5. A multi-media presentation of the study overview with findings and recommendations. The contractor will be expected to make a formal presentation of the study to a Disparity Study Review Team as well as the elected bodies represented by the participating entities, as may be requested.

Litigation Support Services:

The proposer shall agree to be available for consultation and expert witness services in the event of a legal challenge to policies and procedures implemented as a result of the findings and recommendations of the Disparity Study.

LENGTH OF CONTRACT: The contractual period shall be no more than three months from the date of acceptance of final study documents by a Disparity Study Review Team. This report will be reviewed and consultation with the provider conducted to clarify any final issues prior to submission of the report to the Richland County Council.

Contract: The contract shall be drawn between Richland County as the representative and fiscal agent for the Disparity Study. The contract shall consist of the Request for Proposal document (RFP) and any amendments thereto; the proposal submitted by the proposer in response to the RFP; and the executed Consultant Agreement. In the event of a conflict in language among the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. The County reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer. Such written clarification shall become a part of the official contract and shall govern in case of a conflict.

1.0 **Submission Requirements**

1.1

- The complete original and three copies of the proposals for the Disparity Study must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked: RFP # _____ Consulting Services for Disparity Study.

1.2

- All documents necessary to support the proposal must be included in the bid package.

1.3

- Proposer shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. Evidence of postmark date for mailed proposals will NOT be acceptable to verify the timeliness of the submission.

2.0 **Proposal Format**

2.1 COVER LETTER – The cover letter will serve as the introduction for the proposer. Minimum requirements include official name, address, telephone number, FAX number, and e-mail address for the business and a contact person to whom all correspondence should be directed.

2.2 EXPERIENCE

- Provide a list of former clients and similar projects in the last five years with a brief narrative of each project and services provided.
- Provide any documentation of lawsuits (open, current, and closed) involving studies conducted by your firm.
- Provide documentation of any lawsuits which references any studies conducted by your firm within last 10 years.
- Provide any documentation which indicates that your firm or any of its principle agents provided “expert witness/testimony” or litigation assistance to previous or current clients regarding disparity or availability studies.

2.3 QUALIFICATIONS

- Provide a list and résumés of key personnel including the project manager, key personnel and staff who will be responsible for the work and project completion. Identify all subcontractors, their roles, experience, qualifications, and specific knowledge of the disparity/availability study market.
- Describe at least one of the research efforts that will be included in the final product.

2.4 PROJECT UNDERSTANDING AND METHODOLOGY

- Describe key elements of the project and how each will be addressed.
- Provide the proposed schedule of implementation.
- Identify and briefly describe the responsibilities of the key staff performing the key elements of the work
- Provide a detailed methodology of how the study will be conducted.

2.5 MBE/WBE PARTICIPATION

- Provide the percentage of minority and women staffers in your firm and proposed subcontractors affiliated with your firm. Indicate their scope of work and percentage of work to be done on this project.

2.6 OTHER REQUIREMENTS

- **FEE PROPOSAL: Provide a detailed fee proposal itemized by task and person-hours and submit in a separate envelope.**

- **REFERENCES:** Provide a minimum of three references, including contact person, agency name, address, phone number and e-mail address.
- Only information provided by the purchasing officer, in writing, shall be binding on the County. No employee of the County is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP other than the authorized, written responses to inquiries as allowed by the RFP.

3.1 DISCLOSURE OF PROPOSERS:

- The proposals shall be publicly opened and only the names of the proposers will be disclosed at the proposal opening. Contents of the competing proposers' proposals shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award and receipt of the signed contract.

3.2 RESPONSIVENESS AND RESPONSIBILITIES:

- Appropriate County personnel will review the proposals and determine whether County standards of responsiveness and responsibility have been met according to the evaluation criteria.

Projected Time Table – The following is a projected timetable that should be used as a working calendar of major events in completing the study. The County reserves the right to adjust this timetable as required to facilitate the RFP process.

<u>Major Event</u>	
• Issue RFP	• _____, 2015
• Deadline for submitting questions	• _____, 2015
• Deadline for final responses to questions	• _____, 2015
• Proposals due	• _____, 2015
• Complete first evaluation Review of the proposals	• _____, 2015
• Conduct interview of finalists, if necessary	• _____, 2015
• Prepare and submit final recommendation to the County for contract award decision	• _____, 2015
• Complete contract negotiations and execute the contract	• _____, 2015

4.3. COMPLIANCE WITH LAWS:

- With regard to supplies and work performance, the proposer agrees to comply with all applicable Federal and State laws, regulations, and executive orders as appropriate and shall ensure that all subcontracts adhere to the same standards. Proposers must certify that all equipment, services and/or goods provide It is expected that a contract will be awarded within 45 calendar days from the date of the opening of the proposals.

Evaluation Criteria:

If Richland County decides to go forward with the procurement, the award shall be made to the vendor whose proposal the County determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the County’s review and/or verification of the Vendor Qualifications Responses. The factors to be considered in evaluating proposals are as follows, and are list in order of relative importance (The method of selection, Competitive Seal Proposals, does not require a numerical weighting for each factor).

- a. Proposer Qualifications
- b. Proposer experience
- c. Project understanding and methodology
- d. Schedule of Implementation
- e. Proposal Fee
- f. MWBE Participation

The County reserves the right to conduct interviews of any or all proposers as they deem necessary.

Certified Proposal Costs - Disparity Study: Request for Proposal # _____ Comprehensive Disparity Study

- Total Proposal Amount \$: (_____) **Submit in a separate sealed envelope**
- Printed Vendor Name: _____

By signature below, the submitting vendor certifies to Richland County that:

1. The Total Proposal Amount, above, is inclusive of all costs, including labor, supervision, materials, supplies, transportation, permits, licenses, taxes or any other costs, incidental or otherwise, for complete and proper performance of the scope of work described in Request for Proposal # _____
2. Vendor understands and agrees that, due to budget constraints, Richland County reserves the right to adjust or amend the work requirements and/or negotiate with the lowest, most responsive, qualified, and responsible proposer in an effort to reach a cost that is fair, reasonable, and acceptable to both parties.
3. The foregoing bid: contains bid prices that are firm for a minimum of 90 days from the date of opening; is made without prior understanding, agreement, or connection with any other submitting vendor; and is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor’s Authorized Agent

Date of Signature

Printed Name of Vendor’s Authorized Agent

Title with Vendor of Vendor’s Authorized Agent

Proposal Accuracy Form:

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Date of Signature

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Addendum Acknowledgement:

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

Addendum #	Addendum Date	Initials of Vendor's Authorized Agent
_____	_____	_____
_____	_____	_____
_____	_____	_____

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Richland County Council Request of Action

Subject

- a. "Walk A Mile In A Child's Shoes", April 10th, 9:00 AM - 2:00 PM, 3220 Two Notch Road {Sponsored by CASA and DSS}

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program

Richland County Council Request of Action

Subject

2014 Dust Suppression Contract Increase [**PAGES 39-46**]

Notes

March 24, 2015 - The Committee recommended that Council approve the contract increase for the 2014 Dust Suppression Project (Project) in the amount of \$13,431.93 to pay the final invoice for the Project. The funding for the contract increase is in the Roads & Drainage budget.

Richland County Council Request of Action

Subject: 2014 Dust Suppression Contract Increase

A. Purpose

County Council is requested to approve a contract increase for the 2014 Dust Suppression Project in the amount \$13,431.93.

B. Background / Discussion

Public Works – Roads and Drainage funded the 2014 Dust Suppression Project (Project), which was started on August 7, 2014 and was completed on September 30, 2014. The Project provided dust suppression treatment for county maintained dirt roads. We have been performing this service for four years and have been sole sourcing it to Southeastern Road Treatment since they were the only bidder the first two years we bid it out – see attached memo.

Public Works had estimated that the contract would cost approximately \$90,000. With this contract, the area supervisors typically add a road or two while the trucks are in their area and this will increase our contract value. It usually increases the contract value \$2,000 to \$3,000. Last year, Southeastern Road Treatment also had a \$0.02 increase in the price per gallon that was not reflected in the original estimate. This was the first increase in price over the past four years. With the addition of roads and increase in price, our project total was over the \$100,000 threshold that can be approved by Administration with the additional cost of \$13,431.93. Roads and Drainage has the funding in their budget for this increase. A copy of the roads that were treated is included with this ROA

C. Legislative / Chronological History

- Dust Suppression Project Request Memorandum sent to Procurement on June 9, 2014. This memorandum was approved on June 9, 2014 by:
 - Sparty Hammett, Assistant County Administrator
 - Ismail Ozbek, P.E., Public Works Director
 - Carlton Hayden, Roads and Drainage General Manager

D. Financial Impact

A contract increase for the 2014 Dust Suppression Project in the amount of \$13,431.93 is needed to pay the final invoice for the work completed. The requested funds are available in the Roads & Drainage budget.

E. Alternatives

1. Approve the request for a contract increase from the Public Works Roads & Drainage Budget in the amount of \$13,431.93 for the 2014 Dust Suppression Project.
2. Do not approve the request for a contract increase from the Public Works Roads & Drainage Budget in the amount of \$13,431.93 for the 2014 Dust Suppression Project.

F. Recommendation

It is recommended that Council approve the request for a contract increase from the Public Works Roads & Drainage Budget in the amount of \$13,431.93 to pay the final invoice for work completed

Recommended by: Ismail Ozbek, Director

Department: Public Works

Date: March 9, 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: 3/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 03/13/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 3/19/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Number	Road Name	Council District	Length	Width	Application Width
1	Jack Stoudemayer	1	6,113	22	14
2	Summer Haven	1	1,000	22	14
3	Dr. Pinner	1	1,291	22	14
4	Mike Eleazor	1	2,891	22	14
5	Muddy Ford Road	1	4,844	20	14
6	Ken Webber	1	1,755	18	14
7	Haven Circle	1	1350	18	14
8	Bailey Slice Road	1	730	18	14
9	Miller Eleazer Road	1	790	18	14
10	Wayne Mccaw	1	2,561	24	14
11	Sam Bradshaw Road	1	4,650	15	14
12	Jessie Stoudemayer	1	1,390	15	14
13	George Eargle Road	1	3,800	15	14
14	Rocky Ridge Road	1	2,725	19	14
15	Harry Derrick Road	1	2,777	19	14
16	Bookie Richardson Road	1	3,534	20	14
17	Stone House Road	1	4,000	20	14
18	Back Acres Road	1	3,649	19	14
19	Guise Road	1	2,982	19	14
20	Miles Bowman Road	1	2,569	20	14
21	Bob Dorn Road	1/2 Partial Dividing Line	2,200	20	14
22	Elton Walker Road	2	2,478	19	14
23	Lilton Road	2	700	22	14
24	Entzminger Path	2	964	22	14
25	E. J. W. Road	2	5,300	20	14
26	La Brew	2	1,040	18	14
27	Dobson Road	2	1,960	24	14
28	Abell Road	2	635	18	14
29	Hiram Allen Road	2	3,900	21	14
30	Gunter Circle	2	4,000	19	14
31	Bruton Road	2	4,422	18	14
32	George Robertson Road	2	1,552	20	14
32	Tidwell	2	1,806	14	14
33	Russ Brown Road	2	5,764	20	14
34	Claude Bundrick Road	2	8,300	20	14
35	Pond Valley Road	7	2,252	22	14
36	Valarie Road	7	1,517	22	14
37	Sara Matthews Road	7	2,086	18	14
38	Larger Street	7	2,000	21	14
39	Archer Avenue	9	2,000	22	14
40	Vallenga Road	9	1,870	18	14
41	Nassau Drive	9	702	18	14
42	Westchester Avenue	9	1,080	28	14
43	County Line Road	9	4235	26	14
44	Bud Keef Road	9	4,500	30	14
45	Adams Pond Road	9	1,487	18	14
46	Spring Creek Road	9/10 Dividing Line	3,090	22	14

47	Lassiter Jacobs	10	4,000	22	14
48	Old Palmetto Circle	10	1,986	22	14
49	Meeting House Road	10	4,104	22	14
50	Z. C. Clarkson	10	8,448	22	14
51	Lille Rose	10	890	22	14
52	H.L. Clarkson	10	2,390	22	14
53	James Watson	10	7,777	22	14
54	Screaming Eagle Road Extension	10	33,364	22	14
54	Sulton Johnson	10	2,465	18	14
55	Dry Branch Way	10	4,124	17	14
56	Goffman	10	3,960	20	14
57	Calvin Mays Road	10	1,722	18	14
58	Smith Myers Road	10	1,527	15	14
59	Grant Road	11	1,129	22	14
60	Kepper Drive	11	3,263	18	14
61	Old Leesburg Road	11	5,630	24	14
62	Barkley Drive	11	1,291	25	14
Roads that were added by Crew Supervisors					
63	Jake Eargle	1	890	20	14
64	Ollie Dailey	1	958	20	14
65	Tally Adams	10	2,332	22	14
66	Oscar Amick	1	2,385	25	14
67	Shop Yard	1	800	20	14
68	Walter McCartha	1	800	24	14
69	Lynn McCartha	1	2,798	24	14
70	Howard Coogler	1	1682	22	14



Department of Public Works
Memorandum



June 9, 2014

To: Christy Swofford, Asst. Procurement Director
From: J. Stacy Culbreath, P.E., Asst. County Engineer *JSC*
Sub: Dust Suppression Contract

Public Works – Roads and Drainage, would like to begin our 2014 dust suppression contract. We have prepared a list of county maintained dirt roads that have had had a dust suppression treatment previously as well as all new requests that have come in via one stop since the last application in July of 2013.

Public Works has publicly bid this project out before with the latest being in April 2012. The only bidder for each of these bids was South Eastern Road Treatment located in Evans, Ga. (V006345).

Based on our verbal and email conversation on May 15, 2013 about sole sourcing this project since we have had only one bidder the for the previous bids, I have contacted South Eastern Road Treatment directly for the current pricing per gallon. The current price is \$0.91 per gallon. The price per gallon last year was \$0.89 per gallon. Based of our list of roads, we anticipate a fee of approximately \$88, 000 for this project and will input a requisition into IFAS for this project.

I have attached a list of roads that will be part of this project.

Approvals:

Carlton Hayden
Carlton Hayden, Roads and Drainage General Manager

Ismail Ozbek
Ismail Ozbek, P.E., Interim Public Works Director

Sparty Hammett
Sparty Hammett, Assistant County Administrator

Number	Road Name	Council District	Length	Width	Application Width	Total SF	Total SY	1 Pass Gallons
1	Jack Stoudemayer	1	6,113	22	14	65,582	8,608.11	2,587.48
2	Summer Haven	1	1,050	22	14	14,000	1,555.56	480.00
3	Dr. Pinner	1	1,291	22	14	15,074	2,008.23	542.32
4	Mike Eleazer	1	2,891	22	14	40,474	4,487.11	1,214.32
5	Muddy Ford Road	1	4,044	20	14	67,616	7,535.11	2,034.48
6	Ken Webber	1	1,758	18	14	24,570	2,730.00	737.10
7	Haven Circle	1	1,350	18	14	18,900	2,100.00	587.00
8	Bailey Slice Road	1	730	18	14	10,220	1,135.56	308.60
9	Miller Eleazer Road	1	790	18	14	11,060	1,228.89	331.60
10	Wayne Mccaw	1	2,561	24	14	35,854	3,983.78	1,075.62
11	Sam Bradshaw Road	1	4,030	15	14	65,100	7,233	1,953.00
12	Jessie Stoudemayer	1	1,380	15	14	19,480	2,162	583.80
13	George Eangle Road	1	3,800	15	14	53,200	5,911	1,596.00
14	Rocky Ridge Road	1	2,728	19	14	38,150	4,239	1,144.50
15	Harry Derrick Road	1	2,777	19	14	38,678	4,320	1,168.34
16	Bookie Richardson Road	1	3,534	20	14	49,476	5,497	1,494.28
17	Stone House Road	1	4,000	20	14	56,000	6,222	1,690.00
18	Back Acres Road	1	3,649	19	14	51,085	5,678	1,532.58
19	Guisea Road	1	2,982	19	14	41,748	4,638	1,252.44
20	Milas Bowman Road	1	2,568	20	14	35,968	3,968	1,078.88
21	Bob Dom Road	1/2 Partial Dividing Line	2,200	20	14	30,800	3,422	924.00
21	Eton Walker Road	2	2,478	19	14	34,692	3,854.87	1,040.78
22	Lifton Road	2	700	22	14	9,800	1,088.80	294.00
23	Entzinger Path	2	904	22	14	13,496	1,480.58	404.88
24	E. J. W. Road	2	6,300	20	14	74,200	8,244.44	2,228.00
25	La New	2	1,040	18	14	14,560	1,617.78	436.80
26	Dobson Road	2	1,960	24	14	27,440	3,048	823.20
27	Abell Road	2	635	18	14	8,890	988	266.70
28	Hiram Allen Road	2	3,900	21	14	54,600	6,087	1,638.00
29	Gunter Circle	2	4,000	19	14	56,000	6,222	1,690.00
30	Bruton Road	2	4,432	18	14	61,908	6,879	1,857.24
31	George Robertson Road	2	1,562	20	14	21,728	2,414	631.84
32	Russ Brown Road	2	6,784	20	14	80,695	8,938	2,420.88
33	Claude Bundrick Road	2	8,300	20	14	116,200	12,911	3,486.00
34	Pond Valley Road	7	2,252	22	14	31,528	3,503	945.84
35	Valerie Road	7	1,517	22	14	21,238	2,358.78	637.14
36	Sara Matthews Road	7	2,088	18	14	29,204	3,244.89	876.12
37	Larger Street	7	2,000	21	14	28,000	3,111	840.00
38	Archer Avenue	9	2,000	22	14	28,000	3,111	840.00
39	Vilenga Road	9	1,870	18	14	26,180	2,908.89	785.40
40	Nassau Drive	9	702	18	14	9,828	1,092.00	294.84
41	Westchester Avenue	9	1,080	28	14	15,120	1,680.00	453.60
42	County Line Road	9	4235	26	14	59,290	6,587.78	1,778.70
43	Bud Keel Road	9	4,500	30	14	63,000	7,000	1,890.00
44	Adams Pond Road	9	1,487	18	14	20,818	2,313	624.54
45	Spring Creek Road	9/10 Dividing Line	3,080	22	14	43,260	4,805.67	1,297.80
46	Laister Jacobs	10	4,000	22	14	56,000	6,222	1,690.00
47	Old Palmetto Circle	10	1,886	22	14	27,004	3,088	834.12
48	Meeting House Road	10	4,104	22	14	57,456	6,384	1,723.68
49	Z. C. Clarkson	10	8,448	22	14	118,272	13,141	3,548.16
50	Lila Rose	10	890	22	14	12,460	1,384	373.60
51	H. L. Clarkson	10	2,380	22	14	33,460	3,718	1,003.80
52	James Watson	10	7,777	22	14	108,078	12,008	3,268.34
53	Screaming Eagle Road Extension	10	33,364	22	14	467,096	51,899.58	14,012.88
54	Z. C. Clarkson	10	8,450	18	14	118,300	13,144.44	3,548.00
55	Sulton Johnson	10	2,465	18	14	34,510	3,834.44	1,035.30
56	Dry Branch Way	10	4,124	17	14	57,736	6,415	1,732.08
57	Goffman	10	3,960	20	14	55,440	6,160	1,683.20
58	Calvin Mays Road	10	1,722	18	14	24,108	2,679	723.24
59	Smith Myers Road	10	1,827	15	14	21,878	2,375	641.34
60	Grant Road	11	1,129	22	14	16,806	1,756	474.18
61	Kepper Drive	11	3,263	18	14	46,682	5,078	1,370.48
62	Old Leesburg Road	11	5,630	24	14	78,820	8,758	2,384.80
63	Bankley Drive	11	1,281	25	14	18,074	2,058	542.22
							Total Gallons	93,221.10
							Total Cost	\$64,831.20

Stacy Culbreath

To: Richie Allen - (SERT)
Subject: Dust Suppression Richland County

From: Richie Allen - (SERT) [<mailto:richiea@knology.net>]
Sent: Tuesday, May 27, 2014 4:31 PM
To: Stacy Culbreath
Subject: RE: Dust Suppression Richland County

Stacy,
Our price for treating the roads in Richland County for 2014 is .91 per gallon.
Thank you,

Richie Allen
South Eastern Road Treatment, Inc
www.calciumchloride.com
706-860-1893

Richland County Council Request of Action

Subject

Intergovernmental Agreement between Richland County and the City of Columbia for the proposed Olympia Neighborhood Master Plan [**PAGES 47-62**]

Notes

March 24, 2015 - The Committee recommended that Council approve the intergovernmental agreement with the City of Columbia for the preparation of the proposed Olympia Neighborhood Master Plan. Approval is subject to any minor (non-material) modifications to the document as a result of the review of the intergovernmental agreement by the County's Legal Department and the City of Columbia's legal counsel.

MEMORANDUM

TO: Richland County Council

CC: Sparty Hammett, Larry Smith, Elizabeth McLean, Cheryl Patrick, Holland Leger,
Latoisha Green

FROM: Tracy Hegler

DATE: April 3, 2015

RE: Intergovernmental Agreement with the City of Columbia for the proposed Olympia
Neighborhood Master Plan

Please find attached an amended Intergovernmental Agreement between the County and the City of Columbia for the proposed Olympia Neighborhood Master Plan. The amendments are proposed based on Committee recommendations from the March 24, 2015 Development and Services Committee meeting.

The following additions were made as a result:

- Language that clearly indicates both parties (the County and City) are financially responsible for implementation of the adopted plan within their respective jurisdictions
- Language that indicates all work produced by the consultant, in preparing the master plan, is the property of both the County and City

The committee also discussed comments provided by the Legal Department related to indemnifying the County. After further discussing with the Procurement and Legal Departments, I'd prefer to proceed as planned, which is to allow the City to contract directly with the consultant, for simplicity and to avoid duplication in process.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and the natural understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I. – Joint Responsibilities

A. The City and County will share equal responsibility, including but not limited to:

- Funding the Plan;
- Selecting a consultant to prepare the Plan;
- Preparing the Plan;
- Marketing the Plan;
- Staffing public meetings;
- Adopting the Plan; and
- Implementing the Plan.

B. The City and County agree to participate in good faith and provide available in-house resources and pertinent information that is reasonably applicable to the study. The County and the City will provide a representative from their respective Planning staff to act as a point of contact with the consultant.

Section II – Municipal Responsibilities

A. The City shall oversee the procurement process for selecting a consultant to develop the Plan, in accordance with their policies and procedures, and with a County representative present in the selection process.

B. Through its Planning and Development Services Department, the City will be responsible for guiding the development of the Plan within the City’s boundaries of the Project Area.

C. The City shall forward invoices to the County for review, and shall be responsible for payment of invoices approved by the County and City per Section IV below.

Section III – County Responsibilities

A. The County shall have a representative from the Planning and Development Services Department actively participate on the selection committee for a consultant.

B. Through its Planning and Development Services Department, the County will be responsible for guiding the development of the Plan within the County’s unincorporated jurisdiction of the Project Area.

C. The Planning and Development Services Department shall review all invoices provided to the City by the consultant to ensure agreement of the services rendered, in the interest of the County.

Section IV – Funding

- A. The County shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area. The City shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area.
- B. Within thirty (30) days of invoice by the City, the County shall transfer its contribution of \$75,000 to the City in its entirety once a consultant is selected and contractually engaged. The City shall deposit the funds, along with the City's contribution of \$75,000, in a special revenue fund, which will be managed by the City. All distributions or adjustments made to the fund will require written approval from both the City and County representatives. The City will provide the County representative an annual accounting of all activity and audited fund balance within thirty (30) days of the completion of the annual audit. Once the project is completed and approved by both parties, the City will distribute any residual funds at 50% to the City and 50% to the County within thirty (30) days of project approval and completion.
- C. Costs for the plan shall be paid to the selected consultant, by the City upon written approval of invoices for payment by the City's point of contact. Approvals and/or denials shall be made within five (5) business days of receipt of the invoice. Invoices will be based upon the percentage of work completed.
- D. Should the County not approve an invoice per Article I, Section III. C. (as the invoiced work relates to the County's jurisdiction within the Project Area); both parties will immediately work with the Consultant to satisfactorily remedy the invoice before payment. Should no remedy be achieved and the City proceeds with payment of the invoice, it will be at the City's expense.

Section V – Contracting

- A. The City shall be responsible for contracting solely with the Consultant. However, the County shall review and provide written approval of the draft contract with the consultant to ensure the Project Area within the County's jurisdiction is properly represented before contract execution.
- B. Should the City execute the agreement without County concurrence, the County shall be entitled to terminate this agreement.

Section VI – Property

The parties agree that all documents, data, maps, plans, research, text, work, artwork, drafts, and records made or developed by the Consultant pursuant to this Agreement and to Consultant's contract with the City shall be the property of both the City and the County, and all such documents, data, maps, plans, research, text, work, artwork, drafts, and records shall be timely provided to the County by the City or the Consultant at no additional cost.

ARTICLE 2 – GENERAL

Section I – Severability

The provisions of this agreement are to be considered joint and severable, such that the invalidity of any one section will not invalidate the entire agreement.

Section II – Successors and Assigns

Whenever in this agreement the City or the County is named or referred there to, it shall be deemed to include its or their successors and assigns and all promises and covenants in this agreement contained by or on behalf of the City or the County shall bind and ensure to the benefit of its or their successors and assigns whether so expressed or not.

Section III – Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced there to in this agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV – Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the City fails to fulfill its responsibilities under Article I, Section II, above; or (2) the City fails to comply with the funding requirements, as referenced in Article I, Section IV; or the County governing body acts to terminate this agreement with the City. Upon termination of the contract, obligation of the County to conduct the work described herein shall forthwith cease.

Section V – Termination by the City

The City shall be entitled to terminate this Agreement, and the City shall be released from any obligations under this agreement if: (1) the County fails to fulfill its responsibilities under Article I, Section III, above; or (2) the County fails to comply with the funding requirements, as referenced in Article I, Section IV; or the Municipal governing body acts to terminate this agreement with the County. Upon termination of the contract, obligation of the City to conduct the work described herein shall forthwith cease.

Section VI – Insurance

For the duration of this agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII – Duration

This Agreement shall go into effect on _____ and shall remain in effect until the Plan has been separately adopted by the City and County and adequately implemented, or until it is terminated by mutual agreement of the City and County or pursuant to Section IV and/or V, above.

IN WITNESS WHEREOF, the parties hereto caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESSES:

COUNTY OF RICHLAND

By: _____
Tony McDonald
County Administrator

CITY OF COLUMBIA

By: _____
Stephen K. Benjamin
Mayor

Richland County Council Request of Action

Subject: Intergovernmental Agreement between Richland County and the City of Columbia for the proposed Olympia Neighborhood Master Plan

A. Purpose

County Council is requested to approve an intergovernmental agreement (IGA) with the City of Columbia to develop the proposed Olympia Neighborhood Master Plan. The master plan's proposed study area is located within the boundaries of the unincorporated area of Richland County and the City of Columbia. The intergovernmental agreement will outline the role and expectations that would be required of both the County and City for this joint project.

B. Background / Discussion

On March 1, 2005, the Richland County Council approved the first 10 priority focal areas for Neighborhood Master Planning. The Neighborhood Improvement Program staff is tasked with ensuring completion of the master plans and working with Council to initiate the plans' respective strategies. Since 2005, staff has procured consultants to complete each plan, and to date, have completed nine (9) of the ten (10) proposed plans. The Spring Hill and Lower Richland (Hopkins) Plans are the most recent plans to be completed. In the spring of 2014, Council discussed the next proposed plan area to be addressed. The Olympia area rose to the forefront, due to proposed commercial development activity, an increase in residential student housing demand, an increase in land-use conflict complaints from citizens, concern for development in the floodplain, expansion of the Vulcan Quarry and conservation related issues surrounding Rocky Branch Creek.

On June 2, 2014, County Council passed by unanimous vote, a one-time budget allocation of \$75,000 for the preparation of the Olympia Neighborhood Master Plan contingent upon an equal and full partnership with the City of Columbia. Since that time, staff has been working with the City of Columbia Planning staff to coordinate an approach and methodology to complete the plan in accordance with direction from Council.

The Request for Proposals (RFP) to select a consultant to prepare the Plan will be prepared jointly and coordinated by the City of Columbia. Selection and approval of the consultant will be a joint effort by both local government entities.

Pending Council approval of entering into an agreement with the City of Columbia, the Olympia Master Plan would become the 10th primary focus area for Neighborhood Master Planning to be undertaken by the Neighborhood Improvement Program (NIP).

A map of the proposed Olympia study area (named Three Mills) and the proposed IGA is attached for reference.

C. Legislative / Chronological History

June 2, 2014 – Council approved a one-time budget allocation of \$75,000.00 to fund the Olympia Master Plan contingent upon an equal partnership with the City of Columbia.

D. Financial Impact

Developing a Master Plan for the Olympia Neighborhood has a budgeted total cost of \$150,000. In June 2014, County Council allotted \$75,000 of funding for this project. Additionally, the City of Columbia will contribute \$75,000 towards the Plan. The contributions from both the County and the City will fulfill the budgeted total cost. This cost includes selecting the master plan consultant.

E. Alternatives

1. Approve the intergovernmental agreement with the City of Columbia for the preparation of the proposed Olympia Neighborhood Master Plan. If approved, preparation of the master plan can move forward, and once a consultant is selected, a contract will be brought to Council for approval.
2. Do not approve the intergovernmental agreement with the City of Columbia for the preparation of the proposed Olympia Neighborhood Master Plan. If not approved, the County may be forced to take on the full financial responsibility for the preparation of the proposed master plan.

F. Recommendation

It is recommended that Council approve the request to allow staff to continue to coordinate planning efforts with the City of Columbia toward the preparation of the Olympia Master Plan now that agreement with the City of Columbia is underway.

Recommended by: Tracy Helger, AICP
Department: Planning and Development Services
Date: March 05, 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: <u>Daniel Driggers</u>	Date: 3/9/15
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Cheryl Patrick</u>	Date: 3/10/2015
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Elizabeth McLean

Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Even though there is some language related to liability and the City will be the contracting party, the City cannot indemnify and hold the County harmless, so we cannot completely eliminate the County's liability. Also, I believe that the City's legal counsel still must review this document, so I would recommend Council approval be subject to any minor (non-material) modifications to the document as a result of that review.

Administration

Reviewed by: Sparty Hammett

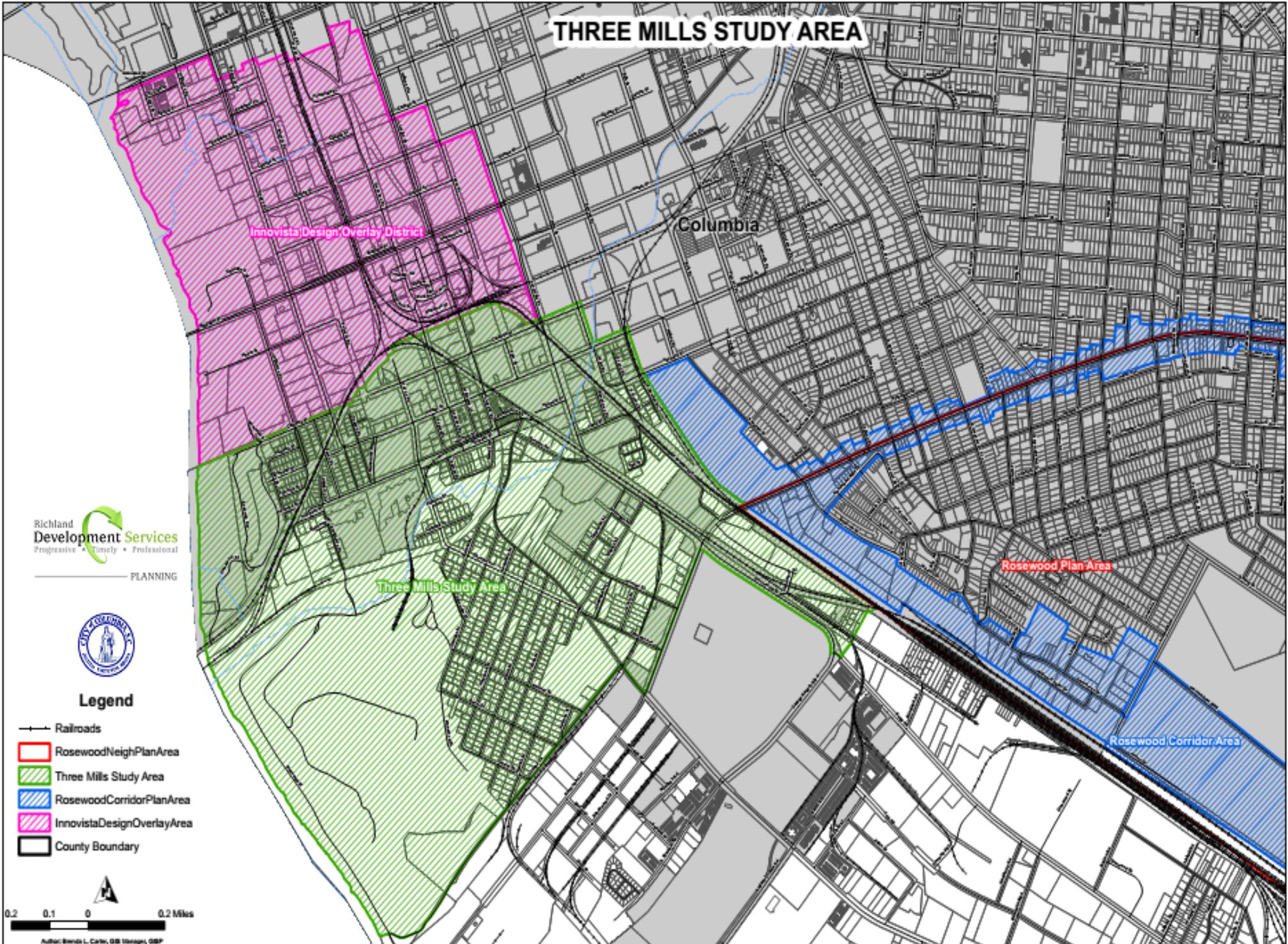
Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

THREE MILLS STUDY AREA



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) **INTERGOVERNMENTAL AGREEMENT**
BETWEEN THE CITY OF COLUMBIA AND
RICHLAND COUNTY, SOUTH CAROLINA

This agreement, made and entered into in duplicate originals this ____ day of _____, 2015, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.* (hereinafter referred to as “the County”), and the **City of Columbia**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as “the City”).

WITNESSETH:

ARTICLE 1 – CREATING A JOINT NEIGHBORHOOD MASTER PLAN.

WHEREAS, due to development pressures, significant land-use changes, and a demonstrated need for an area and corridor plan, the City and the County have a mutual interest in coordinating and creating a joint neighborhood master plan (hereinafter referred to as “the Plan”) for the Olympia, Granby, Whaley, and South Assembly areas (hereinafter referred to as “Project Area”); and

WHEREAS, there is an intergovernmental application (that includes the City and the County) to the State Infrastructure Bank that involves proposed transportation enhancements to the Assembly Street corridor; and

WHEREAS, the Project Area is located within the two regulatory jurisdictions, i.e. the City and County; and

WHEREAS, the City and the County are willing to jointly fund, manage and implement a Plan for the Project Area; and

WHEREAS, the City and the County both desire to utilize these funds in a coordinated fashion to undertake a joint planning process for the Project Area; and

WHEREAS, it is expected the development of the Plan will take approximately eighteen (18) to twenty-four (24) months; and

WHEREAS, the City and the County will jointly implement the Plan, after its adoption, for the period of time necessary to satisfactorily achieve the goals and complete the recommendations outlined in the adopted Plan; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976; ~~and~~

NOW, THEREFORE, in consideration of the mutual promises and covenants, and the natural understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I. – Joint Responsibilities

A. The City and County will share equal responsibility, including but not limited to:

- Funding the Plan;
- Selecting a consultant to prepare the Plan;
- Preparing the Plan;
- Marketing the Plan;
- Staffing public meetings;
- Adopting the Plan; and
- Implementing the Plan.

B. The City and County agree to participate in good faith and provide available in-house resources and pertinent information that is reasonably applicable to the study. The County and the City will provide a representative from their respective Planning staff to act as a point of contact with the consultant.

Section II – Municipal Responsibilities

A. The City shall oversee the procurement process for selecting a consultant to develop the Plan, in accordance with their policies and procedures, and with a County representative present in the selection process.

B. Through its Planning and Development Services Department, the City will be responsible for guiding the development of the Plan within the City’s boundaries of the Project Area.

C. The City shall forward invoices to the County for review, and shall be ~~are~~ responsible for payment of invoices approved by the County and City per Section IV below.

Section III – County Responsibilities

A. The County shall have a representative from the Planning and Development Services Department actively participate on the selection committee for a consultant.

B. Through its Planning and Development Services Department, the County will be responsible for guiding the development of the Plan within the County’s unincorporated jurisdiction of the Project Area.

C. The Planning and Development Services Department shall review all invoices provided to the City by the consultant to ensure agreement of the services rendered, in the interest of the County.

Section IV – Funding

A. The County shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area. The City shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area.

B. Within thirty (30) days of invoice by the City, the County shall transfer its contribution of \$75,000 to the City in its entirety once a consultant is selected and contractually engaged. The City shall deposit the funds, along with the City's contribution of \$75,000, in a special revenue fund, which ~~and~~ will be managed by the City. All distributions or adjustments made to the fund will require written approval from both the City and County representatives. The City will provide the County representative an annual accounting of all activity and audited fund balance within thirty (30) days of the completion of the annual audit. Once the project is completed and approved by both parties, or if the contract with the Consultant is terminated before completion of the Plan for any reason, the City will distribute any residual funds at 50% to the City and 50% to the County within thirty (30) days of project approval and completion or Consultant contract termination.

C. Costs for the plan shall be paid to the selected consultant, by the City upon written approval of invoices for payment by the City's point of contact. Approvals and/or denials shall be made within five (5) business days of receipt of the invoice. Invoices will be based upon the percentage of work completed.

D. Should the County not approve an invoice per Article I, Section III. C. (as the invoiced work relates to the County's jurisdiction within the Project Area), both parties will immediately work with the Consultant to satisfactorily remedy the invoice before payment. Should no remedy be achieved and the City proceeds with payment of the invoice, it will be at the City's expense and shall not be paid from the special revenue account dedicated to the Consultant contract.

Section V – Contracting

A. The City shall be solely responsible for contracting with the Consultant and the County shall have no contractual liabilities or responsibilities as to the Consultant, except as otherwise provided herein. However, the County shall review and provide written approval of the draft contract with the consultant to ensure the Project Area within the County's jurisdiction is properly represented before contract execution.

B. Should the City execute the agreement without County concurrence, the County shall be entitled to terminate this agreement and the County will not be required to make any payments as provided in this Agreement.

ARTICLE 2 – GENERAL

Section I – Severability

The provisions of this agreement are to be considered joint and severable, such that the invalidity of any one section will not invalidate the entire agreement.

Section II – Successors and Assigns

Whenever in this agreement the City or the County is named or referred there to, it shall be deemed to include its or their successors and assigns and all promises and covenants in this agreement contained by or on behalf of the City or the County shall bind and ensure to the benefit of its or their successors and assigns whether so expressed or not.

Section III – Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced there to in this agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV – Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the City fails to fulfill its responsibilities under Article I, Section II, above; or (2) the City fails to comply with the funding requirements, as referenced in Article I, Section IV; or (3) the City contracts without the County’s consent and approval, as referenced in Article I, Section V; or the County governing body acts to terminate this agreement with the City. Upon termination of the contract, obligation of the County to conduct the work described herein shall forthwith cease.

Section V – Termination by the City

The City shall be entitled to terminate this Agreement, and the City shall be released from any obligations under this agreement if: (1) the County fails to fulfill its responsibilities under Article I, Section III, above; or (2) the County fails to comply with the funding requirements, as referenced in Article I, Section IV; or the City governing body acts to terminate this agreement with the County. Upon termination of the contract, obligation of the City to conduct the work described herein shall forthwith cease.

Section VI – Insurance

For the duration of this agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII – Duration

This Agreement shall go into effect on _____ and shall remain in effect until the Plan has been separately adopted by the City and County and adequately implemented, or until it is terminated by mutual agreement of the City and County or pursuant to Article II, Section IV and/or V, above.

IN WITNESS WHEREOF, the parties hereto caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESSES:

COUNTY OF RICHLAND

By: _____

Tony McDonald
County Administrator

CITY OF COLUMBIA

By: _____

Stephen K. Benjamin
Mayor

Richland County Council Request of Action

Subject

Interstate Interchange Lighting Project [**PAGES 63-85**]

Notes

March 24, 2015 - The Committee recommended that Council direct staff to proceed with the Interstate Interchange Lighting Project (Project), and to identify a funding source for the Project.

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator



MEMORANDUM

TO: County Council
FROM: Brandon Madden, Manager of Research
CC: Tony McDonald, County Administrator
Sara Salley, Grants Manager
Rob Perry, Transportation Director
DATE: March 20, 2015
RE: Interstate Interchange Lighting Project

This item was held in Committee at the January D&S Committee meeting. The Committee directed staff to explore potential grant (Federal and/or State) opportunities through the County's Grant Office and the County's Transportation Department to assist with funding the interstate interchange lighting projects.

Currently, there are no potential State funded grant opportunities identified through the County's Grant Office at this time that could be used to support this Project. The grants office will continue to research this item.

Currently, there are no potential funding options through the County's Transportation Department at this time that could be used to support this Project. However, please note that the Broad River Road at Exit 65 on I-20 is scheduled for an upgrade through the County's Transportation Penny Program at a future date.

At this time, Staff is requesting direction from Council regarding this item.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

MEMORANDUM

TO: Richland County Council
CC: Tony McDonald, County Administrator
FROM: Brandon Madden, Research Manager
DATE: January 23, 2015
RE: Interstate Interchange Lighting Project

At the September 23, 2014 D&S Meeting, the Committee directed Staff to contact the Hospitality Association (Association) to recruit businesses that are willing to assist in funding the Two Notch Road at I-77 (Exit 17) & the Clemson Road at I-20 (Exit 80) Interstate Interchange Lighting Projects (Projects).

As directed by the Committee, Staff contacted the South Carolina Restaurant and Lodging Association (formerly known as the SC Hospitality Association). The Association has been circulating information regarding the Projects to their members to recruit businesses that are willing to assist in funding the Two Notch Road at I-77 (Exit 17) & the Clemson Road at I-20 (Exit 80) Projects since October 2014.

To date, none of the Association's members have expressed interest in assisting the County in funding the Projects.

At this time, Staff is requesting direction from Council regarding this item.

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator



MEMORANDUM

TO: Richland County Council
CC: Sparty Hammett, Assistant County Administrator
FROM: Brandon Madden, Manager of Research
DATE: September 16, 2014
RE: Interstate Interchange Lighting Project

At the July 22, 2014 Development and Services Committee meeting, staff requested direction regarding the Interstate Interchange Lighting project (project). The Committee directed staff to determine the funding source, possibly through the Hospitality Tax Fund, for the project. Also, the Committee directed staff to identify two gateway interchanges that are not in the same District, excluding the Broad River Road at I-20 (Exit 65) interchange, and identify the amount, if any, that businesses located at the interchanges are interested in funding.

The two gateway interchanges identified by staff and their estimated construction and maintenance cost are as follows:

Estimated Cost For Two Gateway Interchanges

Interchange Location	Construction Cost	Maintenance Cost	District(s)
Two Notch Road at I-77 (Exit 17)	\$384,150	\$19,052*	3&7
Clemson Road at I-20 (Exit 80)	\$436,950	\$20,780*	9&10
Totals	\$821,100	\$39,832*	

**Annual recurring cost*

Staff identified two basic funding options as possible funding sources for the construction of the aforementioned gateway interchanges:

- County General Operating Funds
- Hospitality Tax Funds

Also, staff sent letters (see attached sample) to all businesses and property owners (see attached spreadsheet) that were located within a $\frac{3}{4}$ of a mile radius of the interchanges along Two Notch Road and Clemson Road to identify the amount, if any, they are interested in providing for the funding of this project.

At this time, none of the business or property owners contacted have provided a response. Staff will update Council as to any amount of funds the businesses and property owners contacted are able to provide to assist with the completion of this project.



August 27, 2014

[REDACTED]
Two Notch Rd.
Columbia, SC 29223

Re: Richland County Interstate Interchange Lighting Project

To Whom It May Concern:

Richland County Government is pursuing the installation of additional lighting at the Two Notch Road at I-77 (Exit 17) and Clemson Road at I-20 (Exit 80) interstate interchanges. The estimated cost for the additional lighting is outlined in the table below:

<u>Interchange Location</u>	<u>Construction Cost</u>
Two Notch Road at I-77 (Exit 17)	\$384,150
Clemson Road at I-20 (Exit 80)	\$436,950
Totals	\$821,100

There are a number of studies that suggest increased lighting can increase nighttime pedestrian traffic, resulting in economic development for the businesses and local communities surrounding the interstate interchanges. Additionally, increased lighting has been shown to contribute to reductions in nighttime crashes and crime. Increased safety, security and economic development are some of the reasons that we are pursuing this project.

Business and property owners located within a mile of the interchanges should directly benefit from the additional lighting. Businesses should experience an increase in nighttime traffic from travelers on the interstates and reductions in crime. As a result of the increased economic development, property owners should experience increases in the value of their property.

We are currently looking to establish partnerships with the businesses and property owners at the gateway interchanges to assist in pushing this project forward. At this time, we are exploring our

funding options. Once we reach the necessary funding level for this project, we will identify a timeline to install the additional lighting.

We are requesting that you consider assisting us with this effort as a partner by contributing matching funds to complete this project. Please let us know of the amount, if any, that you are willing to provide to partner with the county to improve our interstate interchanges by contacting our Research Manager, Brandon Madden at 803-576-2066.

Thank you for your time and consideration regarding this request.

Richland County Government

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator

Business Name	Business Address	City	Zip
Good Image Hospitality, Inc.	7510 Two Notch Rd.	Columbia	29223
EMPLOYMENT SERVICES, Inc.	7500 Two Notch Rd.	Columbia	29223
R-Roof II, LLC	7580 Two Notch Rd.	Columbia	29223
WAFFLE HOUSE #127	7507 Two Notch Rd.	Columbia	29223
Lizards Thicket	7620 Two Notch Rd.	Columbia	29223
MARBLE & GRANITE DESIGN, Inc.	7624 Two Notch Rd.	Columbia	29223
HAVERTY'S FURNITURE COMPANY, Inc.	7515 Two Notch Rd.	Columbia	29223
CHARLES C. PIERCY	7626 Two Notch Rd.	Columbia	29223
Longhouse Properties I, LLC	7525 Two Notch Rd.	Columbia	29223
RUSSELL & JEFFCOAT REALTORS, Inc.	7601 Two Notch Rd.	Columbia	29201
OUTBACK STEAK HOUSE 4118	7611 Two Notch Rd.	Columbia	29223
Irmo Restaurants, LLC	7621 Two Notch Rd.	Columbia	29223
Hooters of East Columbia, LLC	7711 Two Notch Rd.	Columbia	29223
South Carolina Sunshine Hotel Group, LLC	7700 Two Notch Rd.	Columbia	29223
Home Depot USA, Inc.	7701 Two Notch Rd.	Columbia	29223
AIR NECESSITIES	7718 Two Notch Rd.	Columbia	29223
BRG BEVERAGES II, LLC	7715 Two Notch Rd.	Columbia	29223
ALAIMO & ALAIMO, Inc.	7719 Two Notch Rd.	Columbia	29223
YOUNG'S TRUE VALUE HARDWARE, Inc.	7734 Two Notch Rd.	Columbia	29223
P & R MANAGEMENT, LLC	8104 Two Notch Rd.	Columbia	29223
Krina Interiors, Inc.	8102 Two Notch Rd.	Columbia	29223
M.D. VENTURES, Inc.	8110 Two Notch Rd.	Columbia	29229

Sejwad VI LLC	8105 Two Notch Rd.	Columbia	29223
THE PANTRY, Inc. #3215	8200 Two Notch Rd.	Columbia	29223
T R VENTURES OF SC, LLC	8304 Two Notch Rd.	Columbia	29223
Intown Suites Two Notch, LLC	8310 Two Notch Rd.	Columbia	29223
WAFFLE HOUSE #643	8208 Two Notch Rd.	Columbia	29223
CAROLINA CONVENIENCE CORPORATION	8404 Two Notch Rd.	Columbia	29223
Trefz & Trefz, Inc.	8305 Two Notch Rd.	Columbia	29223
U-HAUL COMPANY OF SOUTH CAROLINA, Inc.	8400 Two Notch Rd.	Columbia	29223
GREGG ANIMAL HOSPITAL PC	8309 Two Notch Rd.	Columbia	29223
A-1 DRIVER TRAINING SCHOOL	8502 Two Notch Rd.	Columbia	29223
Anita Harwell	8502 Two Notch Rd.	Columbia	29223
Bonnie Stanley	8502 Two Notch Rd.	Columbia	29203
Brenda Tarte	8502-I Two Notch Rd.	Columbia	29223
Capital Gold & Silver	8502-A Two Notch Rd.	Columbia	29223
CAROLINA GOLD AND SILVER, Inc.	8502 Two Notch Rd.	Columbia	29206
CYNTHIA HAYNES	8502 Two Notch Rd.	Columbia	29223
JEANNIE CHAFIN	8502 Two Notch Rd.	Columbia	29223
JESLYN C MILES	8502I Two Notch Rd.	Columbia	29223
Lady and Lilly Enterprises, Inc.	8502 Two Notch Rd.	Columbia	29223
R&R GOLD, Inc.	8502 Two Notch Rd.	Columbia	29223
SALON ZAZOU	8502 Two Notch Rd.	Columbia	29223
SOCCER PLUS OF Columbia, LLC	8502 Two Notch Rd.	Columbia	29223
Sue Fuentes	8502 Two Notch Rd.	Columbia	29223
The German Meat Market	8502 Two Notch Rd.	Columbia	29223
Tiffany's Bakery & Eatery	8502 Two Notch Rd.	Columbia	29223
WILLIAM NEDZEL	8502 Two Notch Rd.	Columbia	29223
THE LITE HOUSE N.E., Inc.	8401 Two Notch Rd.	Columbia	29223
MATTRESS SOURCE	8504 Two Notch Rd.	Columbia	29223
Brandi, Inc.	8501 Two Notch Rd.	Columbia	29223
BOWLING SOLUTIONS- Columbia	8512 Two Notch Rd.	Columbia	29223

ROYAL Z PUBS, Inc.	8512 Two Notch Rd.	Columbia	29223
Ten Z SC Bowling, Inc.	8512 Two Notch Rd.	Columbia	29223
DAN JOO HARRIS	8710 Two Notch Rd.	Columbia	29223
Columbia APPLIANCE & SERVICE CO. ,Inc.	8708 Two Notch Rd.	Columbia	29223
Master's Touch Barber Shop	8712-B Two Notch Rd.	Columbia	29223
TOUMA, LLC	8712 Two Notch Rd.	Columbia	29223
J & R ENTERPRISES ,Inc.	8716 Two Notch Rd.	Columbia	29223
L & P DESIGNS	8724 Two Notch Rd.	Columbia	29223
Pandora's Lounge	8605 Two Notch Rd.	Columbia	29223
SK Sparkle, LLC	8601 Two Notch Rd.	Columbia	29223
A Fechter Antiques	8808 Two Notch Rd.	Columbia	29223
AAAA CARPETS ,Inc.	8701 Two Notch Rd. Unit 5	Columbia	29223
Studio 1 on 1	8820 Two Notch Rd.	Columbia	29223
Ursula B. Toliver	8820 Two Notch Rd.	Columbia	29209
PAMPERED PLANTS FLORIST	8816 Two Notch Rd.	Columbia	29223
HILLCREST EXTERMINATING	8705 Two Notch Rd.	Columbia	29223
SUPERIOR HOME CENTER & BUILDERS SUPPLY, Inc.	8805 Two Notch Rd.	Columbia	29223
Bre's Salon & Day Spa	8807 Two Notch Rd.	Columbia	29223
Carolyn Mendelssohn	8807 Two Notch Rd.	Columbia	29223
Complete Health Diagnostics	8807 Two Notch Rd.	Columbia	29223
DANDYLEE, LLC	8807F Two Notch Rd.	Columbia	29223
Lester D. Park	8807 Two Notch Rd.	Columbia	29223
MULTI MORTGAGE SERVICES ,Inc.	8807 Two Notch Rd.	Columbia	29223
Peoples Choice Insurance & Financial Services	8807 Two Notch Rd.	Columbia	29223
Tradesman International,Inc.	8807 Two Notch Rd.	Columbia	29223
DK FOOD & FUEL, LLC	8901 Two Notch Rd.	Columbia	29223
ROBERT H. ELLIS JR	8905 Two Notch Rd.	Columbia	29223
W NETTLES GREEN, DMD, MS	8905 Two Notch Rd.	Columbia	29223
BEVERLY NAILS	8907 Two Notch Rd.	Columbia	29223
C I B C PRO TAX SERVICE	8907B Two Notch Rd.	Columbia	29223

Lotus Therapy	8907 Two Notch Rd.	Columbia	29223
M.B African Braids & Weaves	8907-B Two Notch Rd.	Columbia	29223
New Lotus Therapy	8907 Two Notch Rd.	Columbia	29223
QC FINANCIAL SERVICES, Inc.	8907 Two Notch Rd.	Columbia	29223
Rainbow Cleaner LaunDry Alterations	8907D Two Notch Rd.	Columbia	29223
THE SHERWIN WILLIAMS CO., #2166	8907 Two Notch Rd.	Columbia	29204
NEW LIFE FITNESS WORLD OF SOUTH CAROLINA NE, Inc.	8911 Two Notch Rd.	Columbia	29223
Palmetto Investment Group, Inc.	1011 Clemson Rd.	Columbia	29223
CIRCLE K STORES, Inc.	90 Clemson Rd.	Columbia	29229
J-RAY, Inc.	100 Clemson Rd.	Columbia	29223
BSRO	106 Clemson Rd.	Columbia	29229
PETROLEUM DEVELOPERS , Inc.	107 Clemson Rd.	Columbia	29229
PIGGIE PARK ENTERPRISES, Inc.	107 Clemson Rd.	Columbia	29229
FRANK'S EXPRESS CAR WASH OF NE	120 Clemson Rd.	Columbia	29229
Minute Clinic LLC #20423	121 Clemson Rd.	Columbia	29229
SOUTH CAROLINA CVS PHARMACY, LLC	121 Clemson Rd.	Columbia	29229
Circle H Builders	840 Sparkleberry Ln.	Columbia	29229
GATEWAY SUPPLY CO., Inc.	1110 Sparkleberry Ln.	Columbia	29229
M C Detailing	840 Sparkleberry Ln.	Columbia	29229
Caffe Ventures Northeast	841 Sparkleberry Ln.	Columbia	29229
CTDI, Inc.	841 Sparkleberry Ln.	Columbia	29229
EXPRESS	1061 Sparkleberry Ln.	Columbia	29229
Aesthetic Smile Studio Northeast	120 Sparkleberry Crossing	Columbia	29229
Anchor Deep Tattoo Company, LLC	120 Sparkleberry Crossing	Columbia	29229
Joseph Reed	120 Sparkleberry Crossing	Columbia	29229
KZ Centers, LLC	120 Sparkleberry Crossing	Columbia	29229
Nail Studio	120 Sparkleberry Crossing	Columbia	29229
Taniesha Brackett	120 Sparkleberry Crossing	Columbia	29229
Columbia Southern University, Inc.	121 Sparkleberry Crossing	Columbia	29229
SUMO JAPANESE STEAK HOUSE, Inc.	151 Clemson Rd.	Columbia	29229

PLANTATION STORAGE	810 Sparkleberry Ln.	Columbia	29229
Salon Ventures at Sparkleberry, LLC	101 Sparkleberry Crossing	Columbia	29229
Sparkleberry Crossing Subway, Inc.	101 Sparkleberry Crossing	Columbia	29229
THE TOBACCO MERCHANT	101 Sparkleberry Rd.	Columbia	29229
The Tobacco Merchant ,Inc.	101 Sparkleberry Crossing	Columbia	29229
TRAVINIA ITALIAN KITCHEN AT Columbia, Inc.	101 Sparkleberry Crossing	Columbia	29229
ED ROBINSON LAUNDRY	800 Sparkleberry Ln.	Columbia	29229
7 Grill & Bar, LLC	111 Sparkleberry Crossing	Columbia	29229
Cavalleri Consulting, LLC	111 Sparkleberry Crossing	Columbia	29229
China Garden	111 Sparkleberry Crossing	Columbia	29229
DESERT SUN, LLC	111 Sparkleberry Crossing	Columbia	29229
Lake Vista Deli, LLC	111 Sparkleberry Crossing	Columbia	29229
MIRAGE ENTERPRISES, LLC	111 Sparkleberry Crossing	Columbia	29229
NAN'S NOTES, LLC	111 Sparkleberry Crossing	Columbia	29229
Tokyo Grill	111 Sparkleberry Crossing	Columbia	29229
Tokyo King, LLC	111 Sparkleberry Crossing	Columbia	29229
San Jose Restaurant, Inc.	801 Sparkleberry Ln.	Columbia	29223
Masterpiece Properties, LLC	704 Sparkleberry Ln.	Columbia	29229

Richland County Council Request of Action

Subject: Interstate Interchange Lighting Project

A. Purpose

County Council is requested to provide direction to staff regarding the Interstate Interchange Lighting project.

B. Background / Discussion

At the December 4, 2012 Council meeting, Council directed staff to engage a consultant to perform site review, placement, and types of lighting for the interstate interchanges in the County.

DRMP, Inc. (DRMP) was the engineering firm selected to provide the Interstate Interchange Lighting (IIL) report. DRMP prioritized nine (9) interchanges in the unincorporated areas of the County and developed lighting construction and maintenance cost estimates for each interchange. The 9 interchanges and their priority ranking are as follows:

<u>Interchange Location</u>	<u>Ranking</u>
Broad River Road at I-20 (Exit 65)	1
Two Notch Road at I-20 (Exit 74)	2
Two Notch Road at I-77 (Exit 17)	3
Clemson Road at I-20 (Exit 80)	4
Farrow Road at I-77 (Exit 19)	5
Spears Creek Road at I-20 (Exit 82)	6
Killian Road at I-77 (Exit 22)	7
Decker Boulevard at I-77 (Exit 13)	8
Broad River Road at I-26 (Exit 97)	9

Maps of these interchanges are attached for your convenience.

The interchange rankings were based on the weighted combined average of the weekday and weekend daily trips generated by the retail/commercial developments (such as hotels, restaurants, gas stations, shopping centers etc.) located at each of the interchanges.

The total estimated cost for constructing a conventional lighting system and the probable annual maintenance cost for the 9 interchanges is \$3,568,100 and \$174,520, respectively. More information is provided in the “Financial Impact” section.

Staff requests direction from Council regarding the IIL project.

C. Legislative / Chronological History

- At the D&S Committee on April 24, 2012, direction was given to Public Works to start researching interstate interchange lighting.
- At the May 22, 2012 D&S Committee, a presentation was given to Council by the

Hospitality Association about interstate lighting.

- June 26, 2012 – D&S Committee met and discussed interchange lighting.
- A memo was forwarded to the D&S Committee outlining estimated costs and types of lighting used for interstate interchanges on July 17, 2012 (attached).
- September 25, 2012 – Presentation by Rick Patel to the D&S Committee. Committee requested additional information (location, funding, and how other municipalities are paying for similar projects.)
- November 27, 2012 – D&S Committee recommended that Council engage a consultant to perform site review, placement, and types of lighting. An RFP / RFQ will be developed and advertised, and the recommendation for award will be brought back to Council for review and recommendation.
- December 4, 2012 – Council approved the D&S Committee’s recommendation.

D. Financial Impact

The potential financial impact is dependent upon Council’s decision regarding this project. However, the cost estimates provided in the report reflect the potential costs for constructing high mast lightning or conventional lighting systems at each of the interstate intersections, and the potential annual maintenance costs. Based on the construction and maintenance costs, DRMP recommended a conventional lighting system for all of the identified interchanges.

DRMP’s report provides a detailed breakdown of the probable construction and annual maintenance cost for each individual interchange. The total estimated cost for constructing a conventional lighting system and the probable annual maintenance cost for the 9 interchanges is \$3,568,100 and \$174,520, respectively.

Interchange Location	Construction Cost*	Maintenance Cost*
Broad River Road at I-20 (Exit 65)	\$419,350	\$20,204
Two Notch Road at I-20 (Exit 74)	\$364,375	\$17,612
Two Notch Road at I-77 (Exit 17)	\$384,150	\$19,052
Clemson Road at I-20 (Exit 80)	\$436,950	\$20,780
Farrow Road at I-77 (Exit 19)	\$431,750	\$19,052
Spears Creek Road at I-20 (Exit 82)	\$390,950	\$19,052
Killian Road at I-77 (Exit 22)	\$467,675	\$22,220
Decker Boulevard at I-77 (Exit 13)	\$246,275	\$15,480
Broad River Road at I-26 (Exit 97)	\$426,625	\$21,068
Totals	\$3,568,100	\$174,520

**Estimates*

If Council chooses to proceed with the IIL project, a funding source will need to be identified.

E. Alternatives

1. Direct staff to proceed with the Interstate Interchange Lightning project, and provide direction as to which interchanges receive priority.
2. Do not proceed with the Interstate Interchange Lightning project.



RICHLAND COUNTY
Department of Public Works
C. Laney Talbert Center
400 Powell Road
Columbia, South Carolina 29203
Voice: (803) 576-2400 Facsimile (803) 576-2499
<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: D&S Committee
Cc: Assistant Administrator Sparty Hammett
From: David Hoops, Director
Date: July 17, 2012
Re: Interstate Intersection Lighting

Update on Interstate Intersection Lighting:

1. At the June 26, 2012 D&S Committee meeting there appeared to be some confusion about the lighting proposed for interstate intersections. Following are descriptions and typical costs of lighting options with attached pictures. I have reviewed the Broad River Road proposal which is for leasing of light fixtures installed on existing power poles. This approach cannot be utilized on an Interstate interchange and cannot be compared for costs.
 - a. **Low Mount lights.** These are typically along low speed roadways. Due to the low mounting height the area illuminated is small, requiring the poles to be located close to the edge of the roadway. This close mounting location results in the need to protect the poles and vehicles from impact with curbing or guardrail. Due to the need for protection and the small area illuminated this style of light is not normally used along high speed roadways.

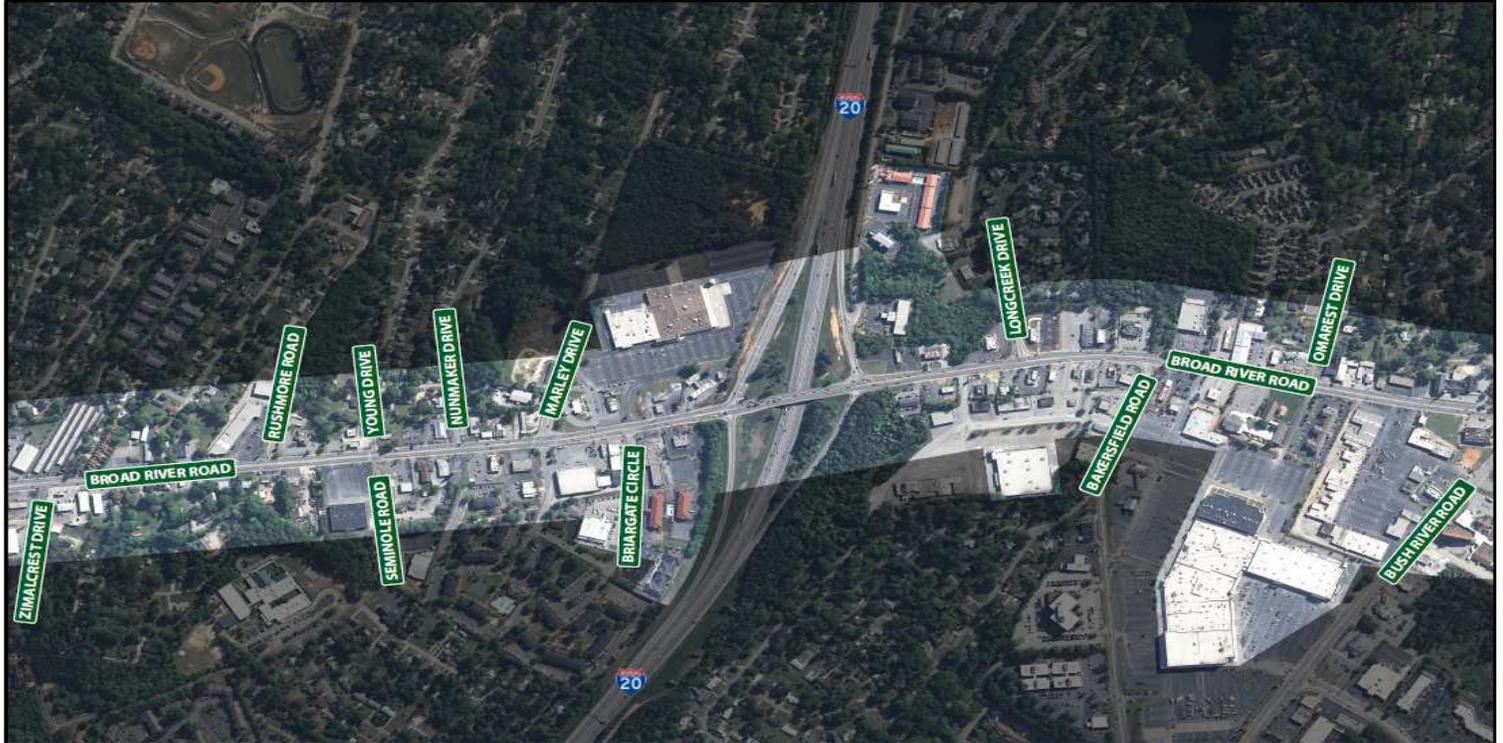


- b. **Mast Pole lights** (high mount) These lights are very efficient at lighting large areas, such as intersections. Due to the large area illuminated they can be located away from the edge of roadways, not needing to be protected from impact. Although considerably more expensive per unit, it may take 10-15 low mount fixtures to illuminate the area covered by a mast pole.

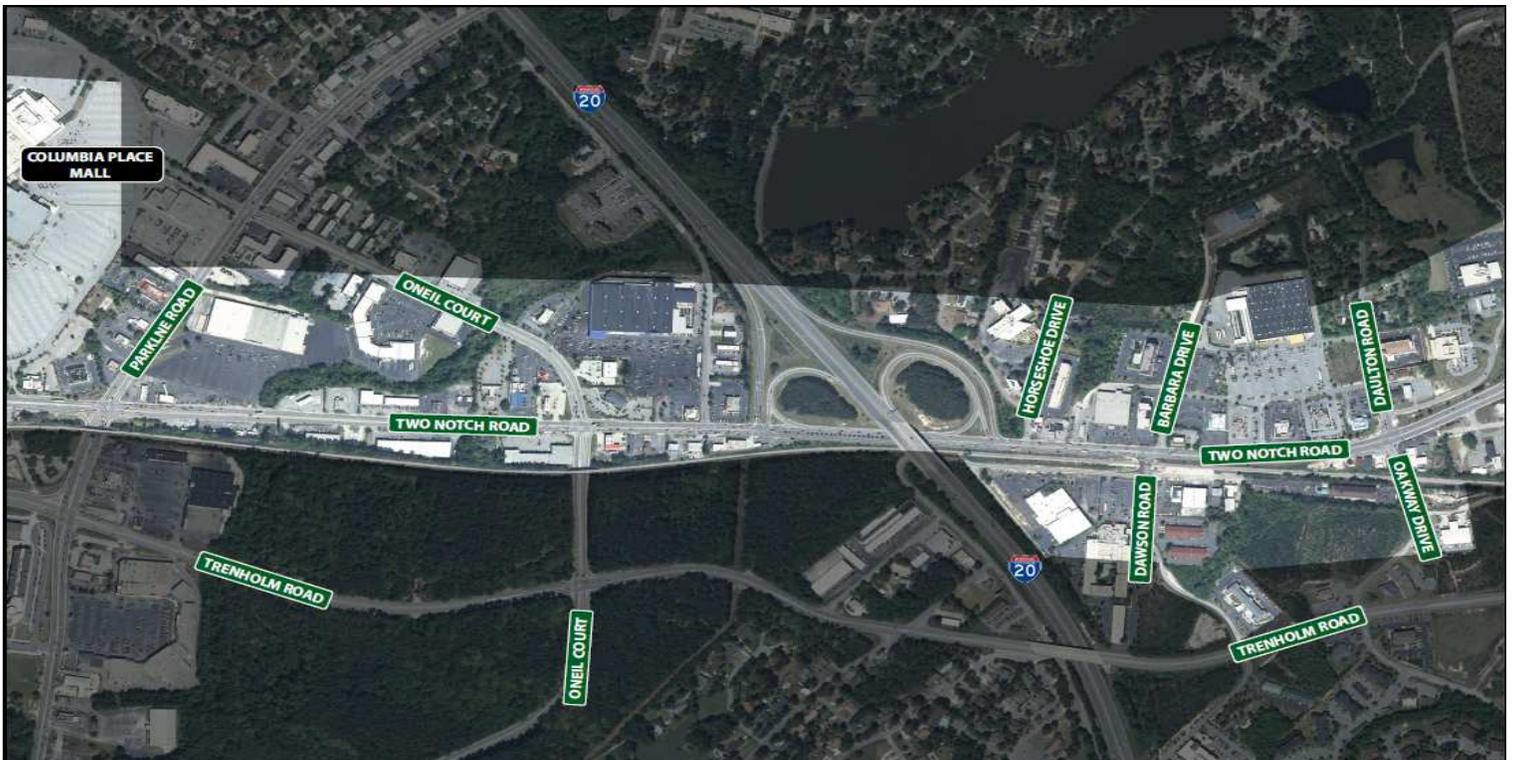


2. Installation costs.
- i. Low Mount lights. These installations typically cost **\$2,500 per unit**. The additional cost of providing power and traffic protection are site specific and cannot be determined at this time. The provision of power will be higher than for a mast unit due to the multiple locations. As noted above, many more fixtures are required to equal the coverage of one Mast Pole light.
 - ii. Mast Pole lights. These installations typically cost **\$100,000 per unit**. The additional cost of providing power is site specific and cannot be determined at this time.
3. Maintenance and power costs. SCDOT was contacted regarding their support of these costs after installation. At the time of the preparation of this report we had not received a response.

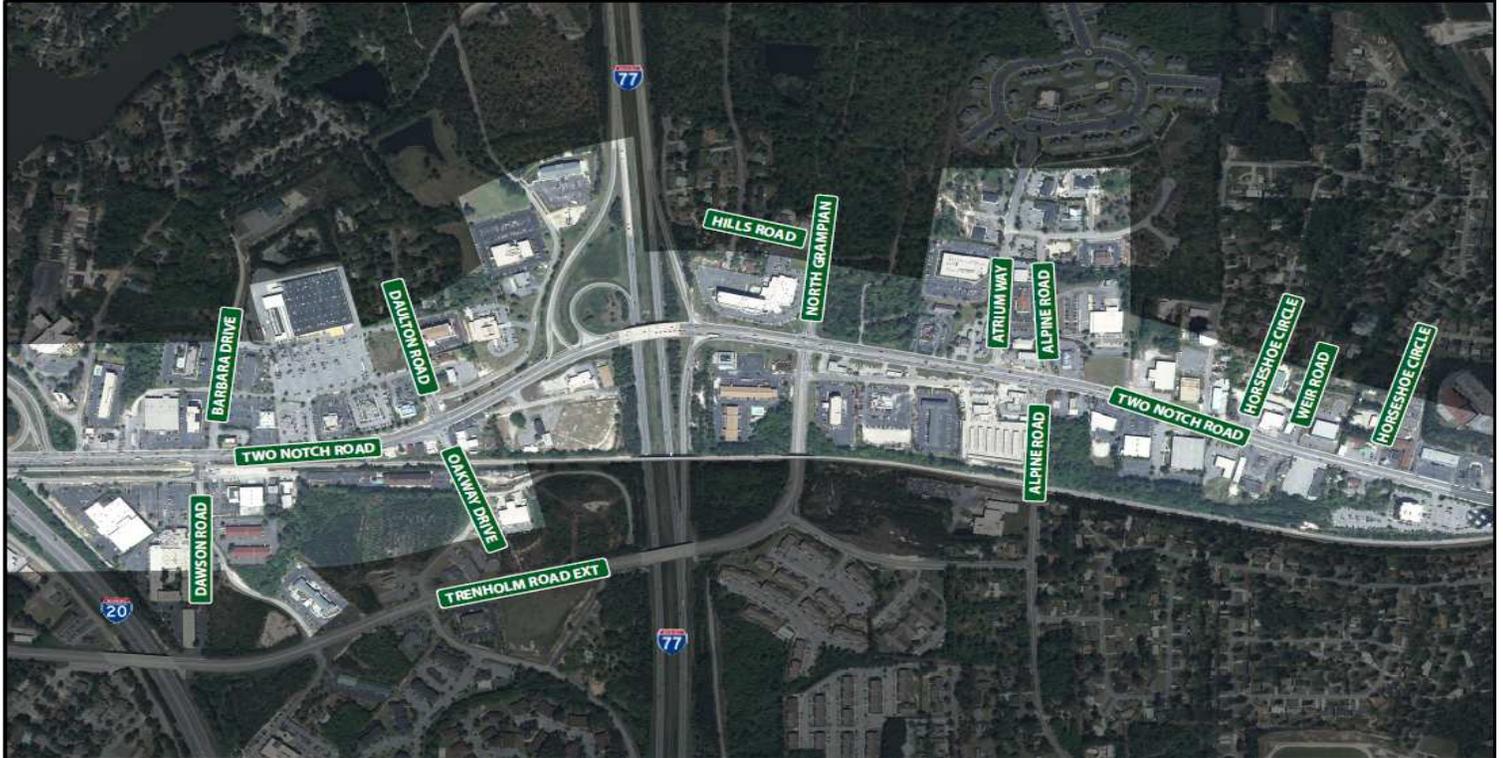
Broad River Road at I-20 (Exit 65)



Two Notch Road at I-20 (Exit 74)



Two Notch Road at I-77 (Exit 17)



Clemson Road at I-20 (Exit 80)



Farrow Road at I-77 (Exit 19)



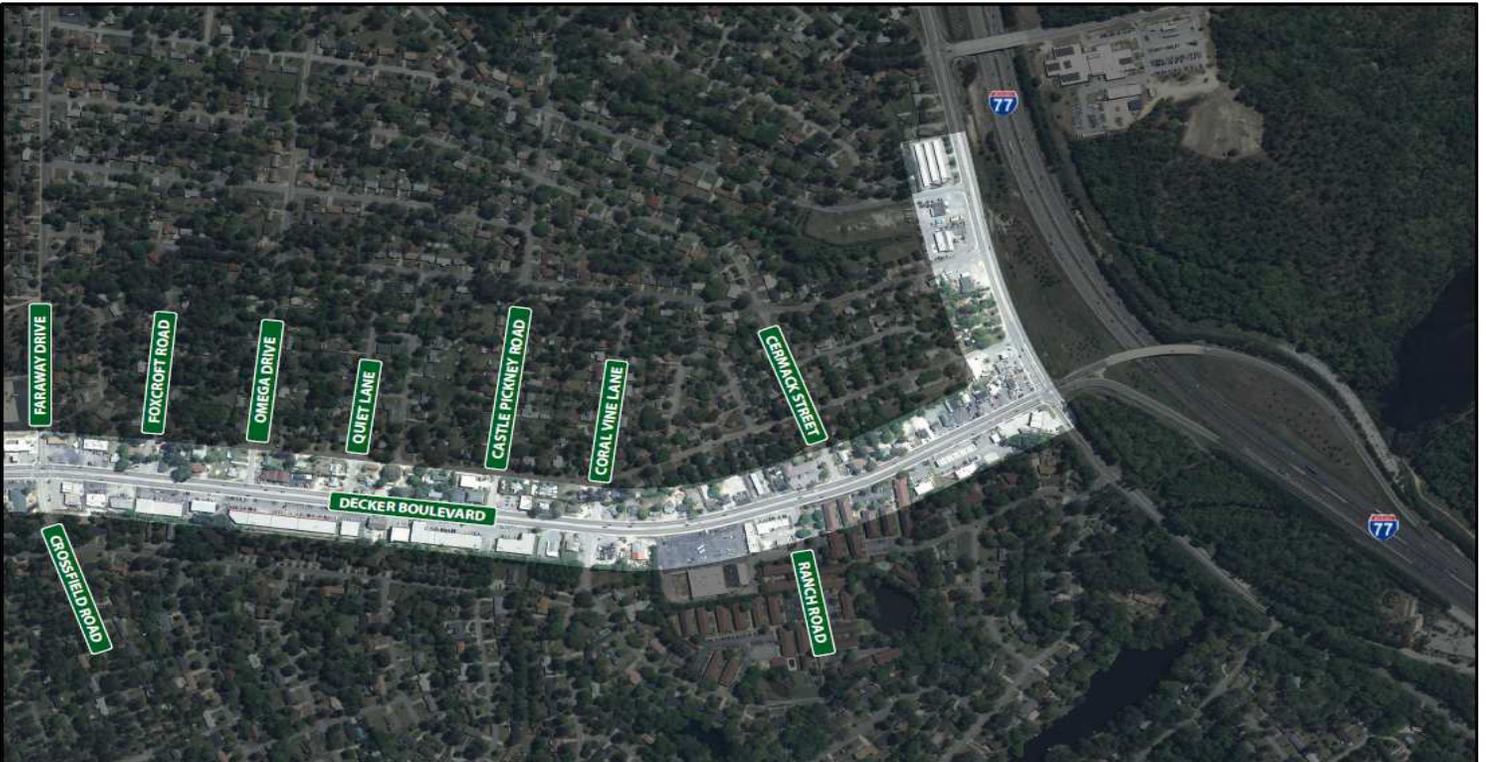
Spears Creek Road at I-20 (Exit 82)



Killian Road at I-77 (Exit 22)



Decker Boulevard at I-77 (Exit 13)



Broad River Road at I-26 (Exit 97)



Richland County Council Request of Action

Subject

Extension of EMS Billing Contract [**PAGES 86-111**]

Notes

March 24, 2015 - The Committee recommended that Council approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc. through June 30, 2019. The contract will be effective July 1, 2015.

Richland County Council Request of Action

Subject: Extension of EMS Billing Contract

A. Purpose

County Council is requested to extend the Emergency Medical Services (EMS) billing contract with EMS Management & Consultants, Inc. (EMSMC) through June 30, 2019.

B. Background / Discussion

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry and the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ended on June 30, 2014 – see attached. In July 2014, Council approved the extension of the EMS billing contract with EMSMC through June 30, 2015 – see attached addendum.

Based on conversations with the County's Procurement Department, we are requesting an extension of the contract (dated July 1, 2009) with EMSMC through June 30, 2019.

C. Legislative / Chronological History

8/28/2008 – Council awarded the contract to EMS Management and Consultants, Inc. for EMS billing and collection services.

7/1/2014 – Council approved the extension of the EMS billing contract to EMSMC through June 30, 2015.

D. Financial Impact

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for the first year of the contract. The percentage paid to EMSMC may decrease in subsequent years.

E. Alternatives

1. Approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc. through June 30, 2019. The contract will be effective July 1, 2015.

2. Do not approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc.

F. Recommendation

It is recommended County Council extend the EMS Management & Consultants, Inc. Emergency Medical Services billing contract through June 30, 2019.

Recommended by: Daniel Driggers

Department: Finance

Date: 2/3/2015

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: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd

Date: 02/05/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

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

Legal will defer to Procurement as to whether an extension complies with the Procurement Code.

Administration

Reviewed by: Warren Harley

Date: 2/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Amendment

THIS FIRST AMENDMENT TO AGREEMENT entered into the 15th day of May 2014, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WEREAS, the parties entered into an Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for Richland County.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of the Agreement

This amendment will extend the term of the original agreement dated July 1, 2009 for an additional one (1) year term through June 30, 2015.

4. Term of the Agreement

(a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2015. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under their several seals the day and year first written above.

EMS MANAGEMENT & CONSULTANTS, INC.

Jeff Loney, CEO

RICHLAND COUNTY

8/29/14

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July, 2009 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMSMC") and Richland County, SC (hereinafter "Client").

WITNESSETH:

WHEREAS, EMSMC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

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

WHEREAS, Client wishes to retain EMSMC to provide medical billing and collection services and EMSMC wishes to provide those services to Client, as set forth in this Agreement.

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

- 1. ENGAGEMENT.** During the term of this Agreement, EMSMC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients (as EMSMC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during EMSMC normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue. Specific billing policies will be outlined in the Policies and Procedural Manual.

Coordination of handling accounts initiated prior to July 1, 2009 will be resolved prior to July 1, 2009. The Client intends to collect on these accounts provided a customer will not be billed by two entities; i.e. EMS Management Consultants and Lowcountry Billing. Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMSMC to the patient. EMSMC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay.

Once Client has submitted all necessary information, EMSMC will bill all uninsured patients directly.

EMSMC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include monthly, year-to-date and service inception-to-date billing and collection summary, check register report and deposit tickets. EMSMC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours. EMSMC will provide secure online web access to account and billing information through the EMSMC website: www.emsbilling.us.

EMSMC shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. EMSMC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMSMC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. EMSMC shall provide Client with written guidelines and/or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of South Carolina providing services to Medicare, Medicaid and other government funded program patients. (The initial written guidelines / Policy and Procedural Manual is required 60-days prior to 7-1-09.) Under no circumstances will EMSMC offer advice on any tax related or legal matters.

EMSMC shall notify Client at esd@rcgov.us of all patient complaints about clinical services within 24 hours of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMSMC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of payor denials or downcodings for services billed by EMSMC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMSMC's receipt of same.

EMSMC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMSMC will have

no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMSMC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. EMSMC is to ensure the mitigation of payments currently being sent directly to patients from insurance companies. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access. Client requires the authority to review and approve reconciliation procedures for all transactions affecting bank account 60-days prior to service start.

2. COMPENSATION OF EMSMC:

- (a) Client shall pay a fee for the services of EMSMC hereunder, on a monthly basis, in an amount equal to 6.9% for the term of the Contract of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMSMC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMSMC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, Client will not accept payments.

EMSMC shall submit an invoice and supporting documentation to Client by the 10th day of each month for the Compensation due to EMSMC for the previous calendar month. The Compensation amount reflected on the invoice shall have terms of net 30 days in which the invoice is first presented to Client. Payment request shall include a summary of all collections for the previous calendar month by type and be reconciled to deposit amounts reflected in the Client's bank account. Any adjustments must be pre-approved by the Client and billed on a separate invoice. All undisputed invoice amounts will be paid directly from the Client to EMSMC via paper check.

EMSMC will provide the County with a weekly packet that will contain checks received by EMSMC and a full reconciliation report for such payments. This practice will be followed until which time Client establishes a separate bank account for counter deposits.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid after 60 days from date in which such invoice is first received by Client. No late fee shall be charged on any formal disputed invoice until such dispute is resolved by both parties. Interest shall begin to accrue on all unpaid undisputed balances starting sixty (60) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMSMC or others in attempting to collect amounts due from client, including reasonable attorney fees.

3. RESPONSIBILITIES OF CLIENT.

- (a) Client will provide EMSMC with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMSMC.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMSMC within ten (10) business days, payments received directly by client; and promptly notify EMSMC of any cases requiring special handling or billing. Client will implement any reasonable changes that EMSMC and Client determine to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMSMC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMSMC is not the agent of Client for storage of source documentation.

- (c) In addition the Client is to provide EMSMC with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (d) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for four successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
 - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:
 - (1) Failure of Client to make timely payments due under this Agreement;
 - (2) Any willful damage to property, business, reputation, or good will of the other party hereto;

- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties; EMSMC will use due diligence to identify any changes the client should make to be compliant at all levels.
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMSMC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMSMC with copies of checks and payments

on those accounts which were filed by EMSMC under this agreement. EMSMC shall have no further responsibilities as to such accounts after the Wind Down; however EMSMC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMSMC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an undisputed outstanding balance owed to EMSMC which is more than 45 days in arrears at the time of termination, EMSMC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMSMC as Client's exclusive provider for all dates of service during the term hereof, except that Client may contract with Lowcountry Billing Services, Inc. to provide continued billing services for all ambulance runs made prior to the effective date of this contract. The Client may not directly file, submit or invoice for any Services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMSMC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMSMC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information. EMSMC will return claims to Client only after all efforts have been exhausted to obtain the missing information.

- (e) The Client and EMSMC shall work jointly to develop, implement, and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMSMC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMSMC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.
- (g) The EMS billing provider on an annual basis will have a Type II audit report based on Auditing Standards No. 70 (Service Organizations) completed and will provide a copy of this report to Richland County. This report is needed so that Richland County's independent auditors can obtain needed information on the EMS billing provider's controls and the effectiveness of such controls as they plan the annual audit for Richland County. This report will contain at a minimum the following information:
 - 1. Independent auditor's opinion on the EMS billing provider's controls
 - 2. Description of the EMS billing provider's controls
 - 3. Description of the independent auditor's test of the operating effectiveness of controls and the results of those tests (testing period is a minimum period of six months).

7. RESTRICTIVE COVENANT.

Both parties agree that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMSMC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMSMC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMSMC, its officers, directors, shareholders, and employees.

8. PRIVACY.

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

9. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMSMC and Client. EMSMC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

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

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

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

Client:

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

EMSMC:
EMS Management & Consultants, Inc.
4731 Commercial Park Ct., Ste. B.
Clemmons, NC 27006

With Copy to:

Karen M. Wilson
Robinson & Lawing, LLP
101 N Cherry Street, Suite 720
Winston Salem, NC 27101

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

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

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

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

operate or be construed as a waiver of any subsequent or other breach thereof.

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

EMSMC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: President

Title: County Administrator

Date: 4/20/09

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Corey

Witnesses

[Signature]
Heather Brown

412943.2

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Business Associate Agreement

This Agreement between Richland County EMS ("CLIENT"), and EMS Management & Consultants, Inc. ("BILLING COMPANY") is executed for the purpose of ensuring that BILLING COMPANY carries out its obligations to CLIENT in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA").

This Agreement encompasses BILLING COMPANY'S assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to CLIENT by BILLING COMPANY, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

BILLING COMPANY agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Work to mitigate, to the extent practicable, any harmful effect that is known to BILLING COMPANY of a use or disclosure of PHI by the BILLING COMPANY in violation of this Agreement.
4. Report to CLIENT any use or disclosure of PHI not provided for by this Agreement of which BILLING COMPANY becomes aware;
5. Require that any agents or subcontractors to whom BILLING COMPANY provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to BILLING COMPANY with respect to such PHI;
6. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by Client to the individual;
7. Incorporate any amendments to PHI when notified to do so by CLIENT;
8. Provide an accounting of all uses or disclosures of PHI made by BILLING COMPANY as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human

Services for purposes of determining BILLING COMPANY'S and CLIENT'S compliance with HIPAA;

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by BILLING COMPANY on behalf of CLIENT, and if return or destruction is not feasible, the protections of this agreement will continue to extend to such PHI.

The specific uses and disclosures of PHI that may be made by BILLING COMPANY on behalf of CLIENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
4. The uses required for the proper management of the BILLING COMPANY as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

BILLING COMPANY agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. BILLING COMPANY agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of CLIENT.
2. BILLING COMPANY will require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of CLIENT agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
3. BILLING COMPANY agrees to alert CLIENT of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to CLIENT of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by CLIENT, in its sole discretion, if CLIENT determines that BILLING COMPANY has violated a material term or provision of this Agreement pertaining to CLIENT'S obligations under the HIPAA privacy or security rules, or if BILLING COMPANY engages in conduct which would, if committed by CLIENT, would result in a material violation of the HIPAA privacy or security rules by CLIENT.

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

EMSMC:

EMS Management & Consultants, Inc.

By: [Signature]

Title: President

Date: 4/20/09

CLIENT:

Richland County, SC

By: [Signature]

Title: County Administrator

Date: May 4, 2009

Witnesses

[Signature]
Vanessa Corey

Witnesses

[Signature]
Heather Brown

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

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

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

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

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

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

2. COMPENSATION OF LOWCOUNTRY BILLING.

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

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

3. RESPONSIBILITIES OF CLIENT.

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

4. TERM OF AGREEMENT.

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

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

5. RESPONSIBILITIES UPON TERMINATION.

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

6. PRIVACY.

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

7. GENERAL.

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

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

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

Richland County:

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

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

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

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

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

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

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

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Anthony L. Meyer

[Signature]

BY: Tony McDonald

ITS: County Administrator

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Or:

No Opinion Rendered As To Content

[Signature]
Sara Mills
Expires 1-14-2018

LOWCOUNTRY BILLING SERVICES, INC.

BY: Walter Watson

ITS: Director of Operations

Richland County Council Request of Action

Subject

Distribution of Mulch and Compost [**PAGES 112-115**]

Notes

March 24, 2015 - The Committee recommended that Council approve the proposed rate structure as presented in the agenda packet, for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

Richland County Council Request of Action

Subject: Distribution of Mulch and Compost

A. Purpose

County Council is requested to approve a rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

B. Background / Discussion

The Solid Waste & Recycling Department has been generating wood mulch and compost for approximately one year. We now have an excess quantity stockpiled at our landfill which must be distributed to maintain compliance. At this point we have only mulch which converts to compost over time.

Pursuant to state law we have to find a market for the products within 12 months of its generation or place it in our landfill. We are requesting approval of the attached rate structure for the distribution of the mulch and compost.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact associated with this request to the County. However, approval of the rate structure may assist in identifying a market for the compost and mulch. The distribution of the products may assist in offsetting some of the costs incurred through the operation of the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

E. Alternatives

1. Approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.
2. Do not approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility. If the proposed structure is not approved nor is an alternative structure approved, the products will have to be given away to anyone at no cost or landfilled.
3. Approve an alternative rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

F. Recommendation

It is recommended that Council approve the proposed rate structure for the distribution of mulch and compost when we have excess quantities.

Recommended by: Rudy Curtis

Department: Solid Waste & Recycling

Date: February 5, 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: 2/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, we can find nothing in the law that requires the County to dispose of such debris in this manner.

Administration

Reviewed by: Warren Harley

Date: 2/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Attachment A

Rate Structure for Sale of Mulch and Compost

By the Richland County Solid Waste & Recycling Department

Proposed Unit Price for Sale of Wood Mulch

Richland County Resident & Richland County Employee:

One-half (½) ton per 30-day period - no charge

- Over one-half (½) ton per 30-day period - pay the commercial rate

Commercial Customer*:

- \$10 per ton plus sales tax

Richland County Support Services (County Grounds)

- No charge

Proposed Unit Price for Sale of Wood Compost

Richland County Resident & Richland County Employee:

- One-half (½) ton per 30-day period - no charge

- Over one-half (½) ton per 30-day period - pay the commercial rate

Commercial Customer:

- \$12 per ton plus sales tax

Richland County Support Services (County Grounds):

- No charge

All distribution shall be based on:

- Availability of product
- First come first served (Orders not accepted)

NOTE: The Solid Waste & Recycling Department, at its sole discretion, may limit the amount of product anyone wishes to obtain at any time or may decline to sell to any customer at any time based on relevant circumstances.

Transportation shall be the sole responsibility of the entity obtaining the product. Department staff will assist with bulk purchases only. Bulk loads are loads equal to or greater than a full size pick up load.

* Commercial Customer is any entity other than a Richland County resident, Richland County employee or Richland County Support Services. Anyone determined to be selling the product or giving it to others will be deemed a commercial customer.

February 5, 2015

Richland County Council Request of Action

Subject

Neighborhood Improvement Program Property Purchase - Candlewood **[PAGES 116-122]**

Notes

March 24, 2015 - The Committee recommended that Council approve staff negotiating with the property owner, up to the appraised value of \$73,000.00, for the purchase of the subject property through the County's Neighborhood Improvement Program for the implementation of the Candlewood Master Plan Project - Catalyst 3, Neighborhood Park. The purchase price and agreement for the property would come before Council as a separate item for review and action. The Committee instructed staff to have a formal park maintenance agreement with the Richland County Recreation Commission in place prior to purchasing the property.

Richland County Council Request of Action

Subject: Neighborhood Improvement Program Property Purchase - Candlewood

A. Purpose

County Council is requested to approve staff negotiating with the property owner, up to the appraised value, for the purchase of 9.34 acres of vacant land on the North and South sides of Seton Hall Drive in the Candlewood Neighborhood for the development of a neighborhood park.

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 vision of the Candlewood Community, formerly in District 9 and as stated in the Master Plan, is to create a neighborhood-wide identity and a sense of place for all Candlewood residents to live, play and enjoy. The Master Plan has four major objectives: to establish identity for the Candlewood Community, to create a streetscape and circulation plan, to create a program and design for a neighborhood park and recreation area and to increase neighborhood authority and law enforcement. The vision for the Candlewood Park includes a clubhouse, fitness stations, multiple pavilions, basketball courts, playground, and dog park (see Appendix A).

The neighborhood park is catalyst project number 3 in the Candlewood Master Plan and has a ranking of number 2 on the Five Year Project Plan adopted by Council in November of 2013. The Neighborhood Improvement Program 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 sides of Seton Hall Drive

Planning staff met with the current property owner on August 13 to discuss his interest in selling the property or portions thereof. The property owner indicated a desire to sell the entire parcel and thought it should be valued at \$200,000.00.

Staff has identified the following additional activities related to the development of the Candlewood Park:

- Richland County Recreation Commission (RCRC) has allocated funding in the amount of \$120,000.00 for the development of a neighborhood park in the Candlewood Master Plan. Use of these funds requires quick claiming to RCRC the portion of the property being developed by them (approximately 1 acre).
- Seton Hall Drive is on the list of Transportation Penny Infrastructure Improvements in the Candlewood Master Plan.

C. Legislative / Chronological History

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

D. Financial Impact

Candlewood – Catalyst 3 – Neighborhood Park

Purchase offer for property: \$ 73,000.00

Please note this ROA does not estimate maintenance costs after the property is purchased. Depending upon long term arrangements with RCRC and their improvements noted above, additional resources for maintenance, in labor and equipment, may be necessary.

E. Alternatives

1. Approve staff negotiating with the property owner, up to the appraised value of \$73,000.00, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.
2. Do not approve negotiating, with the property owner, up to the appraised value of \$73,000.00, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.

F. Recommendation

It is recommended that Council approve staff negotiating with the property owner, up to the appraised value of \$73,000, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.

Recommended by: Tracy Hegler
Department: Planning and Development
Date: January 8, 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: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date: 1/26/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

While this decision is at Counsel’s discretion, I ask that Council please note that within the ROA Background / Discussion section that “The vision for the Candlewood Park includes a clubhouse, fitness stations, multiple pavilions, basketball courts, playground, and dog park.” And under the Financial Impact “Please note this ROA does not estimate maintenance costs after the property is purchased. Depending upon long term arrangements with RCRC and their improvements noted above, additional resources for maintenance, in labor and equipment, may be necessary.”

As we move forward with programs that create properties that must be managed in a completely different manner than the typical government operational facilities; we need to determine responsibility and associated funding for each agency involved to be included as part of the initial project plan. The Richland County Recreation Commission (RCRC) is obviously best suited to manage this type of facility as they currently manage multiple parks that operate 7 days a week requiring evening and weekend maintenance, as well as operational management, but should it be determined that Richland County direct report departments such as the Support Services Department take on these responsibilities in full or in part, it is important to note our current facilities personnel do not have the experience or training to manage or operate such facilities. We do have the necessary skills to perform normal maintenance to ensure the grounds and vertical facilities are properly maintained as long as the appropriate resources (personnel, equipment, materials and funding) are approved. Our current operations are managed with a five day, Monday through Friday, work week structure with afterhours response on an as needed basis, but parks that see heavier use / traffic on weekends may require a change in how we manage our personnel resources and required skills.

As I understand it, the park will initially only involve a traditional shelter provided by RCRC as noted in the background above and disturb only an acre of the site. I estimate maintenance of this phase to cost approximately \$17,500, which includes lighting, water, and general maintenance and custodial work (three trips to the park a week and one cutting per week).

If the park is further built out, it is noted that the vision for the park to have several vertical structures (I am assuming environmentally controlled space, restrooms, full utilities, and operational equipment) as well as 9.3 acres of grounds. Due to the scope it is probable that the entire Facilities and Grounds Division trades sections could have responsibilities in the maintenance portion once the operations of the park are identified and assigned.

Without having a full understanding of the RCRC and or the Counties Direct Report Departments role in management, operations, and maintenance; determining actual resources required is not feasible. Best guess cost associated with a maintenance focus only (no operational responsibilities with staffing, scheduling and coordinating community functions) would be between \$45,000 and \$65,000 annually.

Legal

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, I recommend that Council seriously consider any future park maintenance plan and if the plan includes participation by the RCRC, that their willingness to participate (and any financial considerations that entails) be reduced to writing. Such document, should Council decide to use one, should be in place before the sale of the property. Additionally, if the landowner is not represented by counsel, then Legal recommends that if the negotiations are successful, that Planning and Development Services enlist the services of an attorney for the closing.

Administration

Reviewed by: Sparty Hammett

Date: 2/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval to negotiate the purchase of the property and concur with Legal that a park maintenance agreement with the RCRC should be in place prior to the purchase. If RCRC does not maintain the park, funding will have to be addressed for the ongoing maintenance. The County has acquired properties and Support Services budget and staffing has not been increased to reflect the additional workload. As a result, Support Services is stretched thin and can no longer continue to absorb the impact. As indicated in the Support Services Director's comments, the estimated annual maintenance cost for the initial phase of the park would be \$17,500.

APPENDIX A
Candlewood Park Concept Plan



Richland County Council Request of Action

Subject

Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward [**PAGES 123-135**]

Notes

March 24, 2015 - 1. The Committee recommended that Council approve following:

i. The Resolution drafted by the County's Legal Department and presented in the agenda packet to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. The process for approval of future requests for the sale of alcohol and/or consumption of alcohol on County property, which will require Council approval of a Resolution that provides the information (i.e., name of the requestor/event, the date, time and location of the event) that is included in the Resolution drafted by the County's Legal Department and presented in the agenda packet.

Richland County Council Request of Action

Subject: Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward

A. Purpose

Council is requested to approve, via Resolution, the consumption of alcohol on County property for the Palmetto Tasty Tomato Festival on July 18, 2015. Council is also requested to direct staff to develop a process by which this approval is obtained moving forward.

B. Background / Discussion

Sustainable Midlands is having its 5th Annual Tasty Tomato Festival on July 18th. The Festival is held at City Roots Farm on Airport Boulevard, and runs from 4PM to 9PM. The street in front of the farm from Jim Hamilton Blvd. to Commerce Drive is closed for the event. The City of Columbia Police Department monitors the family-friendly crowd. Last year, the event had 3,000 attendees, and it has run out of room. Sustainable Midlands would like to expand to the field behind the old hangar at Owens Field, which is County property, and allow attendees to have beer on said property. Please see attached map for current and proposed Festival expansion.

From the Palmetto Tasty Tomato Festival's website:

“Presented by Sustainable Midlands, the Palmetto Tasty Tomato Festival is a celebration of locally grown food – the people who grow it, the restaurants who place it on their menus, the markets that sell it, and the people who eat it!

Continuing its traditions of old-time festival fun, Tasty Tomato's programming includes a free heirloom tomato tasting, live music, local food and drink vendors, tomato bobbing, and the highly anticipated Tasty Tomato Contests!

Returning as well this year is the Tasty Tomato Restaurant Feast, a collaboration with local restaurants that will offer special dishes on their menus made with Midlands Grown ingredients the week before the festival, from July 11-18, 2014. [Note: Website has not yet been updated for this year's event.] Festival food will also feature local food with a tomato theme!

Sustainable Midlands, a champion of the region's sustainable food efforts and festival founder, is producing this celebration of the tomato season. The festival will be held at City Roots Urban Farm.”

Because of the quick turn-around time for this item, it is requested that Council approve the Resolution (attached) permitting the consumption of alcohol on County property for the 2015 Palmetto Tasty Tomato Festival.

Further, it is requested that Council direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

The City of Columbia requires requestors to submit an application to allow alcohol (beer and/or wine only) on City property and streets. The request and application are then submitted to

Council via Resolution to permit this use. Attached is a copy of the City application to allow alcohol (beer and/or wine only), as well as Sustainable Midlands's 2014 Resolution for the Palmetto Tasty Tomato Festival.

The County may mirror somewhat the process used by the City of Columbia for these types of requests, which may increase with the County properties currently in our system (ie, Caughman Park), or those under consideration (ie, Waterpark, Sports Complex.). Therefore, it is requested that staff be allowed time to develop a process for such approvals, and present this to Council once available.

C. Financial Impact

There is no financial impact associated with this request. The Palmetto Tasty Tomato Festival organizers will be responsible for any and all costs associated with the festival, and any potential costs that occur as a result of alcohol on the County's property.

D. Alternatives

1. Approve the request, via Resolution, to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.
2. Do not approve the request to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.
3. Do not approve the request to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Do not direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

E. Recommendation

Approve the request, via Resolution, to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

Recommended by: Roxanne Ancheta
Department: Administration
Date: 3/11/2015

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council.

Airport

Reviewed by: Chris Eversmann

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Curtiss-Wright Hangar compound apron area is separate from the airfield and, therefore, this event and associated alcohol use should not impact airport security or operations. However, this request has not been presented to the Richland County Airport Commission for consideration and, in informal communications, both the Commission Chairman and Vice Chairman (who is also a neighborhood representative) have expressed concerns about this request. Until this request has been considered by the Airport Commission, I cannot recommend approval. The next scheduled meeting of the Airport Commission is on May 11th.

Risk Management

Reviewed by: David Chambers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Broader use requests and requests to waive insurance protection due to affordability are likely to follow.

Solid Waste

Reviewed by: Rudy Curtis

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This would seem to be a policy decision and would have no impact on solid waste and recycling matters.

Support Services

Reviewed by: John Hixon

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

It is a policy decision of Council to determine if the sell and or consumption of alcohol shall be permitted on county property, but if that is Councils direction I recommend approval of alternative #1 in order for staff to have time to define a procedure and possibly pair or utilize the procedure in conjunction with the Public Use of County Facility's Policy that was approved late 2013.

Relating to this event, all facilities related items were discussed and included in the Resolution to ensure the Sustainable Midlands will be responsible for all clean-up and any potential damage of the County's property.

Legal

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Council should be aware that opening the property to the public comes with potential liability that the County cannot completely avoid even with the use of a Hold Harmless and Indemnification Agreement.

Administration

Reviewed by: Sparty Hammett

Date: 3/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a Council policy decision.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TEMPORARILY WAIVING THE PROHIBITION OF ALCOHOL ON COUNTY OWNED PROPERTY AND AUTHORIZING CONSUMPTION OF BEER AND WINE ONLY AT THE TASTY TOMATO FESTIVAL

WHEREAS, Sustainable Midlands is sponsoring the 5th Annual Palmetto Tasty Tomato Festival (the “Festival”) on July 18, 2015, at City Roots Urban Farm in the City of Columbia from 4pm to 9pm; and

WHEREAS, the Festival is a celebration of locally grown food, the people who grow it, the restaurants who place it on their menus, the markets that sell it, and the people who eat it; and

WHEREAS, the Festival takes place on City Roots’ property and on the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, which area will be closed temporarily for the Festival by the City of Columbia and is at all times during the Festival monitored by the City of Columbia Police Department; and

WHEREAS, the Festival includes a free heirloom tomato tasting, live music, local food and drink vendors (including the sale and consumption of beer and wine), tomato bobbing, and other fun events; and

WHEREAS, the Festival has grown over the years and last year had over 3,000 attendees, causing a crowding issue; and

WHEREAS, to accommodate the growing crowds, Sustainable Midlands is requesting to use the field located across the street from City Roots Urban Farm, behind the Curtiss-Wright Hangar at Jim Hamilton-LB Owens Airport, which is County property (the “Property”) and as is further described on the attached map (Attachment A); and

WHEREAS, the Property would only be used for crowd overflow and not for vendors or the sale of beer and wine, the persons on the Property may be consuming beer and wine; and

WHEREAS, it is the policy of Richland County that alcoholic beverages of all kinds are prohibited on all County property; and

WHEREAS, Richland County Council has the right to suspend, waive, amend or nullify any County policy at any time; and

WHEREAS, it has been determined that the Festival is in the best interest of the citizens of Richland County;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby grant Sustainable Midlands the right to use the Property only during the hours and for the purposes stated above, and for the stated time and place, does temporarily waive and suspend the prohibition against alcohol on County property to specifically allow consumption of beer and wine on the Property for overflow patrons of the Festival; and

BE IT FURTHER RESOLVED that Sustainable Midlands may erect tents and place tables, chairs, trash and recycling receptacles and temporary toilet facilities on the Property, but may not locate any vendor

or Festival event on the Property and that all food and beverage containers shall be paper, plastic, Styrofoam or aluminum. All glass containers are strictly prohibited. No weapons of any kind shall be allowed on the Property except for those possessed by City of Columbia Police Officers or Richland County Sheriff's Deputies during the course of their law enforcement activities; and

BE IT FURTHER RESOLVED that Sustainable Midlands is responsible or shall make arrangements for clean-up of all trash and debris and removal of such from the Property. If Sustainable Midlands fails to remove all trash and debris from the Property and return the Property to its original condition, as much as is practicable, the costs incurred by the County for such clean-up shall be billed to and paid by Sustainable Midlands. If the Property, including any permanent fencing, is damaged, the costs incurred by the County in remediating any damage shall be billed to and paid by Sustainable Midlands; and

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the Property. All other traffic, including but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles and skate boards is prohibited. All pets and animals are prohibited; and

BE IT FURTHER RESOLVED that Sustainable Midlands is responsible for installing a temporary fence to prohibit pedestrian traffic to the Curtiss-Wright Hangar and for locking the gate to the Property after the clean-up of the Property. All questions regarding the fence and gate security shall be directed to Chris Eversmann, Airport Director (767-1789); and

BE IT FURTHER RESOLVED that Sustainable Midlands shall provide the names and telephone numbers of at least two contact persons who can receive complaints during the event, including any set-up, breakdown, and clean-up. The cell phones of the contact persons shall remain on at all times during the Festival and all set-up, breakdown, and clean-up times; and

BE IT FURTHER RESOLVED that Sustainable Midlands is responsible for removing persons from the Property who are observed engaging in any unsafe activity or illegal activity, including but not limited to, underage use of alcohol, use of illegal drugs or possession of weapons of any kind; and

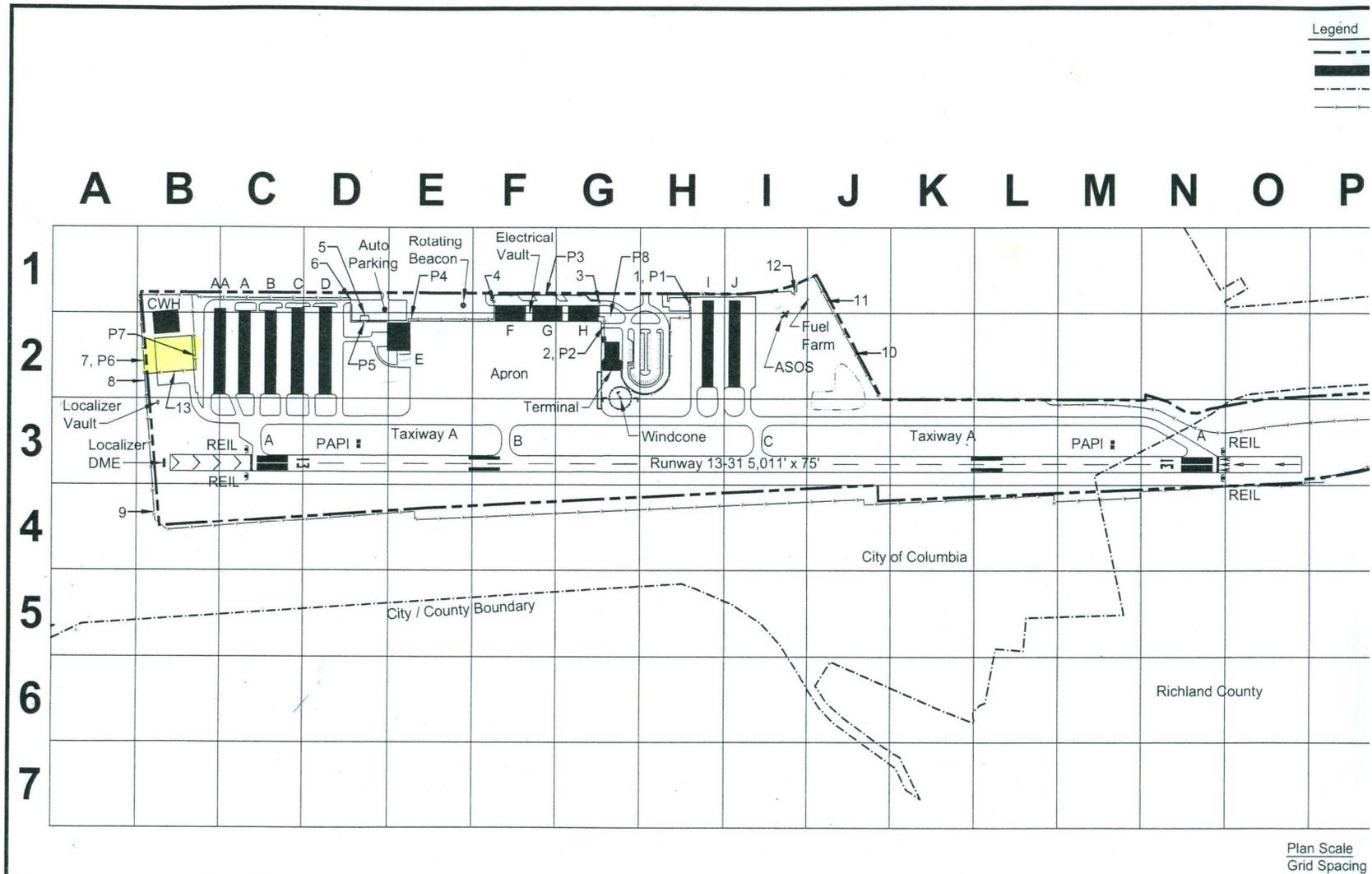
BE IT FURTHER RESOLVED that Sustainable Midlands will be required to sign an Indemnification and Hold Harmless Agreement (Attachment B) and for obtaining and maintaining an adequate general liability insurance policy for the Festival, which shall include Richland County as an additional insured, whether such policy is Sustainable Midlands's general liability insurance or a liability policy for the Festival. Proof of such insurance shall be provided to David Chambers, Richland County Risk Manager (chambersd@rcgov.us – 576-2064) at least fourteen (14) days prior to the event. Failure to sign the Indemnification and Hold Harmless Agreement or timely provide the required proof of insurance shall immediately nullify this Resolution.

ADOPTED THIS the ____ day of _____, 2015.

Torrey Rush, Chair
Richland County Council

Attest: _____
S. Monique McDaniels
Clerk of Council

ATTACHMENT A



Airport Grid Map
 Jim Hamilton - L.B. Owens Airport (CUB)
 1400 Jim Hamilton Boulevard
 Columbia, South Carolina 29205

ATTACHMENT B

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By signing the below, Sustainable Midlands, its officers, employees, agents, directors, successors, and assigns hereby agree to indemnify, defend and hold harmless Richland County, its officials, directors, employees and agents, from and against any and all claims, demands, damages of any kind, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing against Richland County, its officials, directors, employees and agents, as a result of the Sustainable Midlands' use of the Property pursuant to the Resolution or the exercise by Sustainable Midlands of any and all rights and privileges granted to Sustainable Midlands by the aforementioned Resolution.

By: _____

Its: _____

Print Name: _____

Date: _____

DATE OF REQUEST REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

DATE(S) OF EVENTS:

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
 Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
 Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
 Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net park reservations
 Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 2/20/2013

RESOLUTION NO.: R-2014-052

Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival

WHEREAS, Sustainable Midlands ("Sponsor") is sponsoring the Palmetto Tasty Tomato Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 4:00 p.m. until 9:30 p.m. on Saturday, July 19, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 10:30 a.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held from 4:00 p.m. until 9:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 9:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2014, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 9:00 p.m. on Saturday, July 19, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Sustainable Midlands

Mayor

Approved by:

ATTEST:

City Manager

Approved as to form:

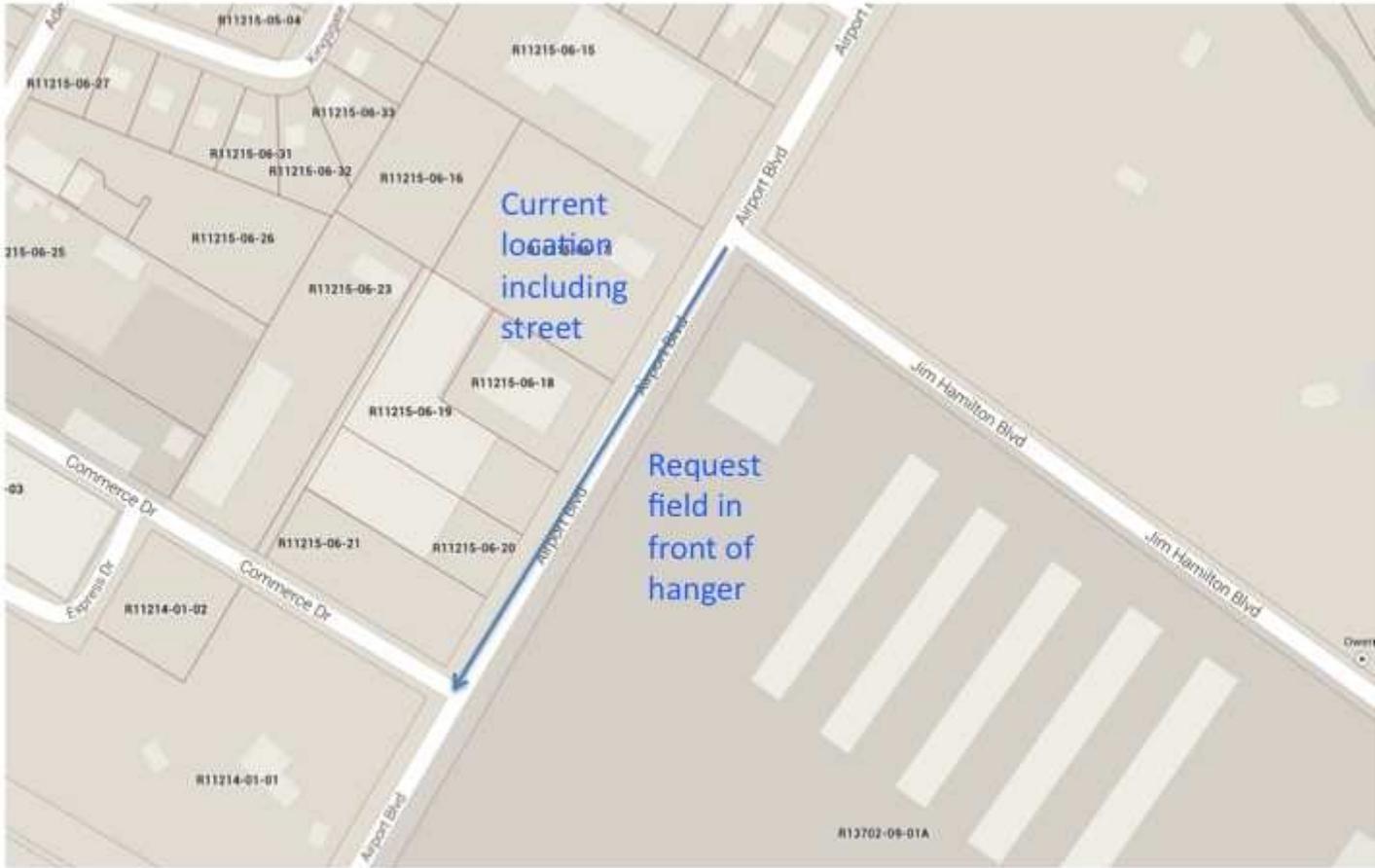
City Clerk

City Attorney

Introduced:

Final Reading:

Palmetto Tasty Tomato Festival Current Location / Proposed Festival Expansion onto County Property



Richland County Council Request of Action

Subject

Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts **[TO DENY]**
[PAGES 136-139]

Notes

March 24, 2015 - The Committee recommended that Council deny this request.

Richland County Council Request of Action

Subject: Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts

A. Purpose

County Council is requested to consider a motion by Mr. Jackson to require any Council District wherein at least 75% of its citizens reside in a municipality to be elected as an At-Large District.

B. Background / Discussion

At the February 10, 2015, Richland County Council meeting Mr. Jackson made the following motion:

I move that all Richland County Council districts that have more than 75% city in population not geographical must be at large.

The election of Council districts (single member vs. at-large) is governed by SC Code Section 4-9-10 (a), which states in part:

SECTION 4-9-10. Referendum to determine form of county government; adoption of form of government selected; form of government when not otherwise determined by referendum; change in initial form; continuation of officials in office.

(a) Each county, after at least two public hearings which shall have been advertised in a newspaper of general circulation in the county and wherein the alternate forms of government provided for in this chapter are explained by the legislative delegation of the county, may prior to July 1, 1976, conduct a referendum to determine the wishes of the qualified electors as to the form of government to be selected or become subject to the provisions of subsection (b) of this section. The referendum may be called by an act of the General Assembly, resolution of the governing body, or upon petition of not less than ten percent of the registered electors of the county. The referendum shall be conducted by the county election commission. The question submitted shall be framed by the authority calling for the referendum and when called by petition such petition shall state the question to be proposed. All alternate forms of government provided for in this chapter shall appear on the ballot and unless one form receives a majority favorable vote in the initial referendum, a second or runoff referendum shall be held two weeks after the first referendum at which time the two forms which received the highest number of votes shall again be submitted to the qualified electors for final selection of the form to be adopted. A referendum may also be called to determine the wishes of the registered electors as to the question of whether the members of the governing body of the county shall be elected from defined single member election districts or at large from the county...

This section states that the citizens may vote to have single member districts OR at-large districts. There is no language which would allow for a combination of single member and at-large districts. In contrast, SC Code Section 5-15-20, which governs the elections of municipal council members, specifically allows a combination of at-

large and single member districts. Thus, it appears from the plain language of the statute that a combination would not be allowed. Additionally, the SC Attorney General has issued three opinions stating that county council members must be elected as either single member districts or at-large districts, not a combination thereof, and the SC Supreme Court suggests in a 1977 case that its conclusion would be the same.

All opinions and case law are available upon request.

C. Legislative / Chronological History

- February 10, 2015 motion by Mr. Jackson.

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and find that County does not have the authority to proceed as requested.

F. Recommendation

Recommended by: Councilmember Jackson

Department: County Council

Date: 3/10/15

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: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council discretion.

Legal

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Appears inconsistent with state law.

Administration

Reviewed by: Tony McDonald

Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend denial based on the fact that the proposal is contradictory to State Law with respect to election methods for County Councils.

Richland County Council Request of Action

Subject

Renewal of Operating Agreement between Richland County and Columbia Rowing Club [**PAGES 140-157**]

Notes

March 24, 2015 - The Committee recommended that Council approve the request to extend the Operating Agreement for five (5) years with the Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.

Richland County Council Request of Action

Subject: Renewal of Operating Agreement between Richland County and Columbia Rowing Club

A. Purpose

County Council is requested to renew the Operating Agreement between Richland County and the Columbia Rowing Club for the Richland County Rowing Center.

B. Background / Discussion

In 1999, the Richland County Legislative Delegation authorized the SC Department of Natural Resources to provide \$25,000 from the Richland County Water Recreation Funds for the dock at the Broad River Rowing Center. The Rowing Center sits on 27 acres owned by Richland County. (Please see attached maps.)

Since 1999, the Columbia Rowing Club, a 501(c)3 charitable organization, has been operating at the Richland County Rowing Center (which resides on 27 acres of County-owned property) to provide the opportunity and facilities for rowing to the public. Background information on the purpose of the Columbia Rowing Club, including the activities and services they provide, are attached for your convenience.

Richland County and the Columbia Rowing Club entered into a formal Operating Agreement on April 21, 2009, for a period of 5 years (expired April 21, 2014). Council extended the Operating Agreement for one (1) year with the Columbia Rowing Club on July 10, 2014 (expires July 10, 2015). At this time, it is recommended that Council approve the renewal of the Operating Agreement (attached) with Columbia Rowing Club for five (5) years. The proposed renewal of the Operating Agreement, Addendum to the original Operating Agreement and the original Agreement, are attached for your convenience.

As this is county-owned property, Richland County provides support for the facility by cutting the grass 3 – 4 times per year, maintaining the road into the facility, clearing fallen trees as well as removing dead and/or damaged trees, repairing flood erosion, and making infrequent repairs to the dock and boat house. The cost associated with these activities averages \$2,500 annually and is paid from the Support Services (Facilities and Grounds Division) maintenance budget. If the agreement with Columbia Rowing Club is renewed, it is projected that there would continue to be this annual cost associated with the Rowing Center and/or the property itself.

In December 2014, Richland County Council approved a short-term proposal for the site which opens up the site for greater public access. This involved opening the gate at Omarest, constructing a new gate closer to the boat house (this gate will remain locked), adding road pull-offs, parking and turnaround, adding waste cans, and signage regarding rules of operation. This work was completed in March 2015.

C. Legislative / Chronological History

- In 1999, the Richland County Legislative Delegation authorized the SC Department of Natural Resources to provide \$25,000 from the Richland County Water Recreation Funds for the dock at the Broad River Rowing Center.

- 1999 - 2009. Verbal operating agreement between Richland County and Columbia Rowing Club.
- April 21, 2009. Original five-year formal Operating Agreement between Richland County and Columbia Rowing Club enacted.
- July 10, 2014 – One year extension for Operating Agreement.

D. Financial Impact

The Financial Impact for the requested five-year extension is the same as it has been for years – meaning, no increase.

As this is county-owned property, Richland County provides support for the facility by cutting the grass 3 – 4 times per year, maintaining the road into the facility, clearing fallen trees, as well as removing dead and/or damaged trees, repairing flood erosion, and making infrequent repairs to the dock and boat house. The cost associated with these activities averages \$2,500 annually, and is paid from the Facilities maintenance budget. If the agreement is renewed, it is projected that there would continue to be this annual cost associated with the rowing center and/or property itself.

Per the agreement, Columbia Rowing Club “maintain[s] liability insurance sufficient to cover all Club activities on or related to the use of the site.” (Per the Club, they pay approximately \$1,425 per year to be an affiliated member of US Rowing, which includes the liability insurance.) Per the Club, they also handle day-to-day site maintenance, including trash removal. They also pay approximately \$1,825, depending on the value of the boats and equipment, to insure the club boats and equipment used for Youth Rowing and free-learn-to-row for the public.

Further, per the Club, they have spent a substantial amount of money to support Youth Rowing, Learn to Row, and to provide equipment that is available for members to use:

- 2010 - \$14,000: Trailer for transporting boats and equipment to competition. Has been used exclusively for Youth Rowing
- \$29,000: Four boats used almost exclusively for Youth Rowing, but available for use by smaller club members
- \$13,000: Three boats used equally for Youth Rowing, Learn to Row, and by adult members of the club

Funds for these equipment purchases came from dues, private boat storage fees, donations and fund raising by members and Youth Rowers.

The Club also pays \$65 per month for a Port-a-John to be at the site at all times. It is available for use by anyone who goes to the site for walking, running, fishing, etc.

E. Alternatives

1. Approve the request to renew the Operating Agreement for five (5) years with the Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.
2. Approve the request to renew the Operating Agreement with the Columbia Rowing Club for a different length of time.

3. Do not approve the request to renew the Operating Agreement with Columbia Rowing Club at all. A decision would have to be made by Council with regards to the future of the site. The Richland County Recreation Commission (RCRC) was contacted by the County on at least two occasions regarding the operations / maintenance of this site. We were told both times that the RCRC did not have any interest in operating / maintaining the site.

F. Recommendation

Approve the request to extend the Operating Agreement for five (5) years with Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.

Recommended by: Roxanne Ancheta

Department: Administration

Date: 3-2-15

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: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval of the agreement but considering the length of the agreement (5 years) and the County’s current budget constraints, I would encourage the County to consider assessing some nominal fee to cover the identified County direct cost. Additionally, in previous ROA discussions, there was some indication of a pending request for capital improvements to the site. If that is still being considered, I would recommend the fee(s) be set at a level to cover the cost of investment.

Support Services

Reviewed by: John Hixon

Date: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There are benefits to having the Rowing Club on site. The Rowing Club encourages their members to be on site much of the time through many activities. This group reports any maintenance concerns to the Support Services, Facilities Maintenance Division. Both the Rowing Club and Support Services encourages reporting of possible maintenance needs, especially with the dock and all infrastructure, before

they become more problematic, potentially increasing the repair time and cost as well as reducing county's liability exposure.

Although I do not disagree with the concept of the finance Directors fee recommendation, now that the facility is opened to the public, Facilities Maintenance must perform housekeeping and maintenance duties at the site on a regular basis. We must service all waste containers, remove hazards from dead or dying trees or tree limbs, ensure the road remains in good condition and keep the grass cut more frequently than in previous years due to expanded use, regardless of the Rowing Clubs activities. As the site is open to the public our maintenance responsibilities are defined to ensure we maintain the facility in an aesthetically pleasing and safe condition at all times.

Risk Management

Reviewed by: David Chambers

Date: 03/10/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a discretionary matter for County Council.

Legal

Reviewed by: Elizabeth McLean

Date: 3/11/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: 3-11-15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to extend the Operating Agreement for five (5) years with Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.

The annual cost to maintain the site, approximately \$2,500, is not expected to materially increase over the next five years unless major improvements, which would have to be approved by Council, occur at the site. If major improvements are approved, additional funding would be addressed at that time.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Second Addendum to Operating Agreement
(Extension)

THIS ADDENDUM entered into this ____ day of _____, 2015, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and COLUMBIA ROWING CLUB (hereinafter referred to as "the Club").

WHEREAS, the parties entered into an Operating Agreement (hereinafter the "Agreement"), dated April 21, 2009 and extended such Agreement by an Addendum to Operating Agreement (Extension), dated July 10, 2014; and

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

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

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically five (5) years from the date of execution of this Addendum.
2. In all other respects, the Agreement shall remain in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

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

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

COLUMBIA ROWING CLUB

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) Addendum to Operating Agreement
 (Extension)

THIS ADDENDUM entered into this 10th day of July, 2014, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and COLUMBIA ROWING CLUB (hereinafter referred to as "the Club").

WHEREAS, the parties entered into an Operating Agreement (hereinafter the "Agreement"), dated April 21, 2009; and

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

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

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

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

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Ashley A. Myers
Nexanne Ancheta

By: Tony McDonald
Its: Richland County Administrator

COLUMBIA ROWING CLUB

Rosa J. King
George Stahl

By: John Q. Wmell
Its: President, Columbia Rowing Club

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Richland County Attorney's Office
Elizabeth M. C.
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content

any person, natural or corporate, arising from any act or omission on the part of the Club and related to any activity contemplated by this Agreement. Additionally, all Club members shall sign an indemnification agreement indemnifying the County and the Club from any liability arising from any Club related activities at or related to the Site.

4. **Club Safety Guidelines.** The Club agrees to establish a set of Membership Rules and Guidelines (the Guideline) concerning safety and behavior at the Site and while on the River. The Club agrees to the following specific safety training and procedures found in the Guideline related to rowing activities at or related to the Site:
 1. All Club members will be required to pass a swimming test before being allowed to row from the Site.
 2. All Club members will pass training concerning the proper procedures to be used in the event that a boat capsizes.
 3. No member will row more than 500 meters downstream of the dock toward the dam if rowing alone AND water is going over the dam as indicated by the water level indicator at the dock.
 4. No member will row downstream of the dam warning buoys under any circumstances.
 5. No Club member will be allowed to row on the River under unsafe weather or water level conditions.
 6. No alcoholic beverages will be allowed at the Site.
 7. No loud or disruptive activities will be allowed at the Site.
5. **Approval of Club Activities.** Normal day-to-day and weekly activities will be governed by this Agreement. Additional activities such as regattas to which other clubs are invited, new programs that involve a substantial increase in activity, and special events to which the public is invited will require prior approval by the Richland County Administrator. The Club shall give notice of any such activities in a reasonable time to allow the County to properly research and respond. It is understood that certain small events may offer opportunities which will call upon an acceleration of the approval process.
6. **Site Maintenance.** General day-to-day Site maintenance including trash removal will be the responsibility of the Club. Any remaining repairs will be the responsibility of the County.
7. **Term and Termination.** This Agreement shall remain in effect for a period of five (5) years from the date of execution. Either party may terminate the Agreement by giving 90 days written notice to the other party.
8. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Club without prior written consent of the County.

9. **Amendment of the Agreement.** Any amendment to this Agreement shall not be binding upon all of the parties unless such amendment is in writing and executed by all parties hereto.
10. **Notice.** All correspondence shall be sent as follows:

Columbia Rowing Club:

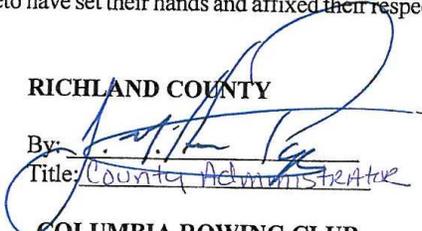
Columbia Rowing Club
George Park, President
720 Vintage Lane
Columbia, SC 29210

Richland County:

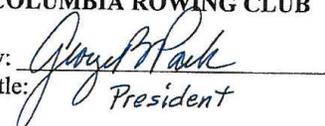
Richland County
Attn: County Administrator
PO Box 192
Columbia, SC 29202

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

RICHLAND COUNTY

By: 
Title: County Administrator

COLUMBIA ROWING CLUB

By: 
Title: President



Background Information on the Columbia Rowing Club

The purpose of Columbia Rowing Club is to educate the public on the benefits of the sport of rowing as a healthful means of recreation and physical fitness at all levels by providing instruction, competition, and access to equipment and facilities in the Columbia, S.C. area. Since its inception, Columbia Rowing Club has offered free and/or low cost rowing lessons to the public and, during that time, has introduced the sport of rowing to hundreds of Midlands residents. The club is open to the public, has maintained a low membership fee, and waives the membership fee for anyone who cannot afford it. The reason for a membership fee is to pay for insurance required by the agreement with the County and to purchase and maintain rowing equipment which is accessible to all members. The club currently has 63 active members. Membership costs range from \$0 to \$165, depending on income eligibility. No one has been or will be turned away for the inability to pay.

During its 14 years operating at the Richland County Rowing Center, Columbia Rowing Club has provided a safe environment for rowing without any negative incidents.

The beautiful water, the warm climate, and the facility provided for rowing by Richland County have been recognized nationally in the rowing community by Rower's Almanac, which named Columbia the 5th best city in the United States to retire and row.

Two of the club's programs are especially important and deserve elaboration:

1. Youth Rowing
2. Visiting Crews

Youth Rowing is a program open to all youth in the Midlands from age 13 - 18. The youth are provided instruction in the sport of rowing and coaching to prepare them for competition. The program provides an important alternative to more traditional organized sports. It is a low impact, whole-body exercise that requires no special athletic skill. Through the program, young people learn important life-lessons such as teamwork, individual and team responsibility, punctuality, the rewards of hard work, along with learning a sport they can enjoy for a lifetime. All of the equipment for the team has been purchased by the club. Coaching is provided by volunteers from the club, and no child has been denied the opportunity due to financial hardship. At least one participant in the program has received a waiver of fees by the club in almost every season Youth Rowing has operated. (The cost to participate is \$0 - \$420 per youth.) The program has males and females, varies from season to season in minority representation (as high as 60% one season), has had youth from virtually every high school in the Midlands, and from every socio-economic class. The youth practice 3-4 days per week and participate in competitions in SC, GA, and TN against crews from throughout the Southeast and parts of the Midwest. Four young people from the Youth program have received rowing scholarships for college.

Visiting Crews: Every year, Columbia Rowing Club hosts visiting crews from colleges and high schools in northern states for winter and spring training. Some of the schools that have trained in Columbia at the Richland County Rowing Center are: Georgetown University (10 years), Bucknell University, Hobart and William Smith Colleges, University of Vermont, University of Michigan, University of William and Mary, Bryn Mawr College, Colgate University, Old Dominion, Carnegie-Mellon, Vassar, Vanderbilt University, Syracuse University, University of Dayton, St. Mark's Academy, Tabor Academy, and St. Ignatius High School. These crews come to Columbia because of the unique nature of the rowing center, the warm climate of Columbia, which provides ideal training opportunities while their waters are still frozen, and the hospitality of Columbia Rowing Club and the Regional Sports Council. Each crew stays for about a week, bringing up to 75 rowers, plus coaches and support personnel. According to the Regional Sports Council, the direct economic impact of visiting crews to the economy of the Midlands from 2003 – 2013 is \$1,764,500, with a total economic impact of \$5,293,500.

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB
Richland County Rowing Center Economic Impact Breakdown**

2003 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Carnegie Mellon University	1/3/2003	1/9/2003	Studio One	60	36	1		
Total				60	36	1	\$30,000	\$90,000

2004 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2004	1/11/2004	Embassy Suites	102	66	4		
Carnegie Mellon University	1/2/2004	1/8/2004	Best Inn - Garner Lane	60	36	1		
Total				162	102	5	\$81,000	\$243,000

2005 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2005	1/8/2005	Embassy Suites &	92	54	4		
	1/8/2005	1/11/2005	Comfort Suites-Downtown	48				
Carnegie Mellon University	1/2/2005	1/7/2005	Best Inn - Garner Lane	40	30	1		
US Rowing Clinic	2/18/2005	2/20/2005	Holiday Inn-City Centre	21		15		
William & Mary Rowing	3/5/2005	3/12/2005	StudioPLUS	98	54	2		
Bryn Mawr Rowing	3/6/2005	3/12/2005	StudioPLUS	31	25	1		
Old Dominion Rowing	3/5/2005	3/12/2005	Homewood Suites	28	12	2		
Tabor Academy Crew	3/12/2005	3/19/2005	Suite One - Harbison	84	34	5		
Total				442	209	30	\$221,000	\$663,000

2006 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/3/2006	1/10/2006	Embassy Suites	77	40	2		
University of Michigan	2/25/2006	3/4/2006	Best Inn - Garner Lane	128	60	3		
Old Dominion Rowing	3/4/2006	3/10/2006	Homewood Suites	12	18	2		
Tabor Academy Crew	3/11/2006	3/17/2006	Suite One - Harbison	98	35	5		
University of Vermont	3/18/2006	3/25/2006	Ramada Limited I-20	112	50	3		
Total				427	203	15	\$213,500	\$640,500

2007 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/3/2007	1/8/2007	Embassy Suites	132	60	2		
University of Michigan	2/24/2007	3/3/2007	American Inn - Garner Lane	129	60	3		
Syracuse University	3/10/2007	3/17/2007	Embassy Suites	97	60	2		
Tabor Academy Crew	3/18/2007	3/25/2007	Fairfield Inn by Marriott	98	32	4		
Total				456	212	11	\$228,000	\$684,000

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB
Richland County Rowing Center Economic Impact Breakdown**

2008 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2008	1/8/2008	Embassy Suites	132	48	4		
Syracuse University	3/9/2008	3/16/2008	Embassy Suites	97	60	2		
Colgate University	3/14/2008	3/22/2008	Royal Inn	120	35	3		
St. Mark's School	3/14/2008	3/21/2008	Holiday Inn Express	56	20	2		
Tabor Academy Crew	3/14/2008	3/21/2008	Fairfield Inn by Marriott	84	32	4		
Total				489	195	15	\$244,500	\$733,500

2009 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	12/30/2008	1/6/2009	Embassy Suites	70	37	3		
Bucknell University	1/5/2009	1/12/2009	Radisson	77	34	4		
Syracuse University	3/7/2009	3/15/2009	Embassy Suites	153	60	2		
Bucknell University	3/7/2009	3/15/2009	Radisson	128	34	4		
St. Mark's School	3/16/2009	3/23/2009	Wingate Harbison	35	25	2		
Tabor Academy Crew	3/14/2009	3/21/2009	Fairfield Inn by Marriott	96	32	4		
Total				559	222	19	\$279,500	\$838,500

2010 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/4/2010	1/11/2010	Embassy Suites	80	40	3		
Bucknell University	1/11/2010	1/18/2010	Radisson	90	40	4		
Vanderbilt	3/6/2010	3/12/2010	Ramada Limited	90	32	2		
Syracuse University	3/13/2010	3/21/2010	Embassy Suites	153	60	2		
Bucknell University	3/13/2010	3/20/2010	Radisson	128	48	4		
St. Mark's School	3/15/2010	3/22/2010	Wingate Harbison	35	25	2		
Total				576	245	17	\$288,000	\$864,000

2011 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2011	1/11/2011	Embassy Suites	90	40	3		
Bucknell University	1/10/2011	1/17/2011	Staybridge Suites	72	40	4		
Vanderbilt University	3/3/2011	3/11/2011	Wingate Harbison	60	32	2		
Vassar College	3/11/2011	3/18/2011	Staybridge Suites	66	35	2		
Bucknell University	3/12/2011	3/19/2011	Radisson	70	40	4		
Total				358	187	15	\$179,000	\$537,000

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB
Richland County Rowing Center Economic Impact Breakdown**

2012 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2012	1/9/2012	Embassy Suites	90	50	3		
Dayton University	1/9/2012	1/15/2012	InTown Suites	12	6	2		
Bucknell University	3/10/2012	3/16/2012	DoubleTree	60	36	2		
Vassar College	3/11/2012	3/18/2012	Staybridge Suites	91	45	2		
Hobart & William Smith Colleges	3/17/2012	3/24/2012	DoubleTree	138	68	5		
St. Ignatius (OH) High School	4/9/2012	4/13/2012	Ramada Limited I-20	92	85	15		
Total				483	290	29	\$241,500	\$724,500

2013 WINTER/SPRING TRAINING

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/1/2013	1/8/2013	Embassy Suites	77	57	3		
Bucknell University	3/9/2013	3/16/2013	Hotel Zimacrest	54	37	2		
Vassar College	3/16/2013	3/23/2013	Staybridge Suites	66	29	2		
Hobart & William Smith Colleges	3/16/2013	3/23/2013	Hotel Zimacrest	77	45	4		
St. Ignatius (OH) High School	4/1/2013	4/7/2013	Ramada Limited I-20 & Embassy	145	80	10		
Total				419	248	21	\$209,500	\$628,500

TOTAL IMPACT OF THE RICHLAND COUNTY ROWING CENTER SINCE 200:	3,529	1,611	128	\$1,764,500	\$5,293,500
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Direct Economic Impact is defined as: total room nights X persons per room X \$125 spending per day.

Total Economic Impact is defined as: Direct Economic Impact X a "Regional Multiplier" of 3.0 to include indirect and induced effects of direct spending.



Richland County Council Request of Action

Subject

15-03MA
John Cooper
RU to RS-MD (7.03 Acres)
Riding Grove Rd.
28900-01-30 [**SECOND READING**] [**PAGES 158-159**]

Notes

First Reading: March 24, 2015
Second Reading:
Third Reading:
Public Hearing: March 24, 2015

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 28900-01-30 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 28900-01-30 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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 _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: March 24, 2015
First Reading: March 24, 2015
Second Reading: April 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program **[PAGES 160-164]**

Notes

February 24, 2015 - The Committee recommended that Council approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

First Reading: March 3, 2015

Second Reading: March 17, 2015

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program

A. Purpose

County Council is requested to approve a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to assist in funding the Low Volume Paving Program (Program).

B. Background / Discussion

On February 17, 2009, County Council approved an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting countywide dirt road paving program standards.

The ordinance amendment reduced the cross section width and pavement thicknesses on dirt roads that qualified for the Program, and allowed the County to pave more miles of road for less money.

The County's Public Works Department approached the CTC (Richland County Transportation Committee) for funding for paving low volume roads. The CTC allocated \$4,000,000.00 to the County for the Program. The County agreed to supplement that funding with an additional \$900,000.00. An engineering consultant developed a Low Volume Paving Manual, which served as the basis for the program.

At the November 1, 2011 Council meeting, Council approved the Program. To date, we have paved approximately forty (40) roads through the program, using funding from the abovementioned funds allocated by the CTC and funds provided through the County's Transportation Penny Program.

County Council approved the use of \$900,000.00 from the Road Maintenance Fund Balance; however, the funding was never allocated. At this time, we are requesting a budget amendment in the amount of \$900,000.00 to assist in funding the program.

C. Legislative / Chronological History

- 2/17/09 - County Council approved the an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting Countywide dirt road paving program standards.
- 11/1/11 - Council approved the Low Volume Paving Program.

D. Financial Impact

A budget amendment in the amount of \$900,000.00 is needed to supplement this Program to pave low volume roads in Richland County. The requested funds are available in the Road Maintenance Fund Balance. This action will require three (3) readings and a public hearing.

E. Alternatives

1. Approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.
2. Do not approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

F. Recommendation

It is recommended that Council approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

Recommended by: Ismail Ozbek, Director

Department: Public Works

Date: January 6, 2014

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: 1/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is consistent with Council’s previous approval and assignment of funding.

Transportation

Reviewed by: Rob Perry

Date: 1/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This action is consistent with the agreement to receive the \$4 million in CTC funding for these projects.

Legal

Reviewed by: Elizabeth McLean

Date: 1/22/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 ROAD MAINTENANCE ANNUAL BUDGET TO APPROPRIATE NINE HUNDRED THOUSAND DOLLARS (\$900,000) TO SUPPLEMENT THE LOW VOLUME PAVING PROGRAM.

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. That the amount of Nine Hundred Thousand Dollars (\$900,000) be appropriated to provide funding to supplement the Low Volume Paving Program. Therefore, the Fiscal Year 2014-2015 Road Maintenance Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,334,089
Appropriation of Road Maintenance Fund Balance:	<u>\$ 900,000</u>
Total Road Maintenance Fund Revenue as Amended:	\$ 7,234,089

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,334,089
Low Volume Paving Program:	<u>\$ 900,000</u>
Total Road Maintenance Fund Expenditures as Amended:	\$ 7,234,089

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 enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading: March 3, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Sections 24-7 and 24-8; and Amending Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Sections 24.5-42, 24.5-43 and 24.5-44; so as to delete the references to liens as a collection method for unpaid bills **[FIRST READING] [PAGES 165-177]**

Notes

March 24, 2015 - The Committee recommended that Council approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill. Staff will pursue utilizing the GEAR/Debt SetOff program and/or any other type of collection method to collect delinquent payments from the property owners as opposed to placing a lien on property if the property owners do not pay their sewer bill.

Richland County Council Request of Action

Subject: Ordinance Amendments Regarding the Removal of the Requirements Placing a Lien on Property

A. Purpose

County Council is requested to approve ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill, or if owners do not maintain lots, and allow them to become overgrown.

B. Background / Discussion

On September 9, 2014, Council member Jackson brought forth the following motion:

“Remove the requirements placing a lien on property if owners do not pay sewer bill or if owners do not maintain overgrown lots.”

The County can place a lien on property if the property owner does not pay their sewer service charges, sewer connection charges and/or capital sewer service charges, under the Richland County Code of Ordinances, Chapter 24, Utilities; Article II, Water and Sewer Service Generally; 24-7, Powers of the council; 24-8, Unpaid water or sewer charges a lien; and Chapter 24.5, Special Sewer Assessment District; 24.5-42, Authorization and enforcement of charges; 24.5-43, Sewer service charges and sewer connection charges created as liens; 24.5-44, Capital sewer service charges created as liens. See attached ordinance(s).

As a point of reference, pursuant to South Carolina Code of Laws, creating a lien against real property is an available method for a governing body to collect overdue sewer charges; however, it is not mandatory. See the appropriate State law(s) below:

SECTION 6-15-90. Levy of assessment for annual sewer service charge. In the event that it is impractical to provide for the collection of all or any part of the sewer service charge jointly with charges rendered by a private or public agency for water service, then in such event the governing body shall be fully empowered to levy an assessment for the annual sewer service charge. Prior to the making of any sewer connection or the furnishing of any sewage disposal service for which the prescribed sewer service charge shall pursuant to Section 6-15-100 become a lien on the property affected and prior to any subsequent increase in any sewer service charge not less than ten days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the sewer service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the governing body. Following such hearing, if such be requested and held, action shall be taken by the governing body and notice of its decision shall be given to the property owner concerned or his counsel as the case may be not less than ten days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the governing body may proceed by appeal in the court of common pleas for the county in which his property or any part thereof lies, to have such court review the action taken by the governing body at which time the court will determine the validity and reasonableness of the sewer service charge. Sewer service charges not intended to become liens in the case of nonpayment may be imposed and subsequently increased upon any user without such notice and hearing. The

appeal provided for herein shall be pursuant to the provisions of Chapter 7 of Title 18, providing for appeals to the court of common pleas.
HISTORY: 1962 Code Section 59-507.8; 1965 (54) 693.

SECTION 6-15-100. Lien for sewer service charge. If the notice or notices prescribed by Section 6-15-90 shall have been given and any hearing requested pursuant thereto shall have been held all connection or tapping fees, sewer service charges and other charges imposed by the governing body following that procedure under authority of this chapter and not paid when due and payable, shall constitute a lien upon the real estate to which the sewage service concerned relates so long as the fees or charges remain unpaid. In addition to such other rights and remedies as may be available to the governing body in law or in equity for the collection of such fees and charges, the lien may be enforced by the governing body in the same manner and fashion as the lien of property taxes on real estate.
HISTORY: 1962 Code Section 59-507.9; 1965 (54) 693.

SECTION 6-15-110. Other methods of collecting overdue charges. The method provided in this chapter for the enforcement of the collection of past due sewer service charges and connection fees by creating the liens against real property is not the exclusive method of enforcing this collection and the governing body is fully empowered to enforce the collection of these fees and charges in any other lawful manner in all or any part of the municipality, county, or special purpose district, including particularly by way of a contract as authorized under Section 6-15-80.

The County can place a lien on property with an overgrown lot within a developed residential area or commercial area within the County, under the Richland County Code of Ordinances, Chapter 18, Offenses; Section 18-4. Weeds and rank vegetation. See attached ordinance. Council may consider that according to a South Carolina Attorney General's opinion, the County is likely prohibited from placing liens on property owners with overgrown lots.

In either of the aforementioned instances, if the County files a lien, the County currently only collects the lien when the property is sold.

C. Legislative / Chronological History
Motion by Mr. Jackson – September 9, 2014

D. Financial Impact
The financial impact to the County regarding this motion is unknown at this time. However, the County would have to absorb the costs associated with delinquent sewer service charges, sewer connection charges and/or capital sewer service charges within the County. Additionally, the County would have to absorb the costs associated with maintaining the overgrown lots of property owners within the County. As a point of reference, last year (January 2013 – December 2013) the County provided maintenance services on 117 overgrown lots.

E. Alternatives
1. Approve the ordinance amendments to remove the requirements placing a lien on property if owners do not pay their sewer bill or if owners do not maintain lots, and allow them to become overgrown.

2. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not pay their sewer bill.
3. Approve the ordinance amendment to remove the requirements placing a lien on property if owners do not maintain lots, and allow them to become overgrown.
4. Approve a policy that will suspend or terminate the utility services being provided to the property if owners do not pay their utility bill. This policy may include an option for the County to utilize the SC Department of Revenue's debt collection programs (Set-Off Debt/GEAR) to collect delinquent payments from the property owners. Staff can develop the policy and bring the policy back to Council for their consideration.
5. Do not approve the ordinance amendments.

F. Recommendation

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 9/9/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There is not a recommendation made on the ROA. I would recommend alternative five and that the County continue to utilize this process as a collection tool.

Sheriff:

Reviewed by: Chris Cowan

Date: 12/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

At this time we would like clarification on the Attorney General's Opinion vs what we received from County Legal during the committee meetings on this issue. Placing the "Lien" on letters (and as an option for the County to enforce) provides the Code Enforcement Deputies the language that action can be taken against the property owner for not remedying the problem.

Legal

Reviewed by: Elizabeth McLean

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal recommends removing the lien language from the weeds and rank vegetation ordinance as we are likely prohibited from placing them in that circumstance; as to the liens for utility/sewer, that is a policy decision left to

Council's discretion. If Council chooses to remove the lien language, the County could attempt to recoup its costs via the Set-Off Debt program, which is already in use for other citizen debts to the County.

Utilities/Administration

Reviewed by: Sparty Hammett

Date: 12/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends that Council obtain an Attorney General's opinion as to the legality of placing liens on property for overgrown lot violations. If this language is removed, it would significantly impact the ability of the Sheriff's Department to enforce the ordinance and increase the number of overgrown lots that have to be cut by Public Works.

Administration recommends Council discretion in regard to removing the lien language for Utilities. If Council decides to remove the language, Administration recommends the use of the Set-Off Debt program.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 24, UTILITIES; ARTICLE II, WATER AND SEWER SERVICE GENERALLY; SECTIONS 24-7 AND 24-8; AND AMENDING CHAPTER 24.5, SPECIAL SEWER ASSESSMENT DISTRICT; ARTICLE III, FINANCING IMPROVEMENTS; RATES AND CHARGES; SECTIONS 24.5-42, 24.5-43 AND 24.5-44; SO AS TO DELETE THE REFERENCES TO LIENS AS A COLLECTION METHOD FOR UNPAID BILLS.

Pursuant to the authority granted by the Constitution of the State of South Carolina 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 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-7, Powers of Council; is hereby amended to read as follows:

Sec. 24-7. Powers of the council.

The council shall be empowered as follows:

- (1) To enter into contracts by which any special purpose district or municipality in the county may agree to maintain and operate any part or all of any water and sewer facilities of the county or under its control, on a cost basis or any reasonable basis.
- (2) To make any and all regulations which shall be deemed appropriate in connection with the construction, establishment, maintenance and use of any water or sewer facilities of the county or under its control.
- (3) To acquire, establish, maintain, operate, extend, enlarge, and improve such system of water lines, mains and pipes and sewers, sewer lines, sewer mains, and sewage disposal and treatment facilities as, in the opinion of the council, is required for the maintenance of the health of the county.
- (4) To purchase or lease existing water and sewer lines, mains, systems and disposal or treatment plants and to make contracts whereby they may be connected to the lines or systems which it may establish.
- (5) To employ such engineering, clerical and other help as it deems necessary and fix the salaries and compensation of such employees.
- (6) To place into effect and to revise by resolution a schedule of rates and charges upon all those who receive benefits from the water or sewer facilities of the county.

- (7) To build, construct, maintain and operate ditches, tunnels, culverts, flumes, conduits, mains, pipes, dikes, dams and reservoirs.
- (8) To contract for or otherwise acquire a supply of water and sell water for industrial and domestic use.
- (9) To enter into contracts for the sale of water with persons, private corporations, municipalities or other public or private bodies.
- (10) To prescribe such regulations as it shall deem necessary to protect from pollution all water in its pipes, tanks, reservoirs, distribution systems or elsewhere within its system.
- (11) To require a permit for connection with any sewer constructed and maintained by the county, and as a condition to the issuance of any such permits, to promulgate regulations prescribing the type and manner of connections permitted to be made therewith, to inspect such connections to ensure compliance and to make a reasonable charge for permits sufficient to cover the cost thereof and of such inspection.
- (12) To make use of county and state highway rights-of-way in which to lay pipes and lines in such manner and under such conditions as the appropriate officials in charge of such rights-of-way shall approve.
- (13) In addition to the rates and charges provided for in paragraph (6), to place into effect and revise whenever it so wishes or may be required a schedule of water and sewer service or connection charges for the use of and connection to any water or sewer facilities which it may operate, ~~which charges shall, pursuant to section 24-8, become a lien on the property affected. Prior to the making of any connection or the furnishing of any service for which the prescribed service charge shall become a lien on the property affected and prior to any subsequent increase in any such service charge, not less than ten (10) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of the service charge and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council or its designee. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge. Any property owner aggrieved by the action of the council may proceed by certiorari in the court of common pleas for the county to have such court review the action taken by the county, at which time the court will determine the validity and reasonableness of the service charge so made.~~ Service charges ~~not intended to become liens~~ in the case of nonpayment can be imposed and subsequently increased upon any user in the unincorporated area of the county without ~~such~~ notice and hearing.
- (14) To enter into contracts with any water distribution agency upon terms and conditions to be mutually agreed upon by which the council shall authorize the water distribution agency to add the sewer service charges to the charge rendered for water service in a single bill, shall constitute the water distribution agency its agent for the purpose of collecting such sewer service charges as the council shall from time to time impose upon those who utilize

its sewer facilities and shall empower the water distribution agency as such agent to disconnect water service upon failure of any user to pay such sewer service charges.

(15) To adopt and enforce regulations requiring all persons to whom it shall be available to make use of any water or sewer facilities which the county shall from time to time operate; and generally with respect to the discharge of sewage and the use of privies, septic tanks and any other type of sewer facilities within the unincorporated area of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 24, Utilities; Article II, Water and Sewer Service Generally; Section 24-8, Powers of Council; is hereby amended to read as follows:

Sec. 24-8. Collection of unpaid Unpaid water or sewer charges ~~a~~ lien.

~~(a) If the notice or notices prescribed by paragraph (13) of section 24-7 shall have been given and any hearing requested pursuant thereto shall have been held, all water or sewer service charges imposed by the council following that procedure under authority of this article and not paid when due and payable shall be and constitute a lien upon the real estate to which the water or sewer service concerned relates so long as the water or sewer service charges remain unpaid. In addition to such other rights and remedies as may be available to the council in law or in equity for the collection of the water or sewer service charges, the lien may be enforced by the council in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~(b) The method provided in this article for the enforcement of the collection of past due water or sewer service charges shall not be the exclusive method of enforcing such collections and T~~the council county is fully empowered to enforce the collection of any such past due or unpaid water or sewer service charges in any ~~other~~ lawful manner in all or any part of the unincorporated area of the county, including particularly by way of a contract with a water distribution agency as authorized under paragraph (14) of section 24-7.

SECTION III. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-42, Authorization and Enforcement of Charges; is hereby amended to read as follows:

Sec. 24.5-42. Authorization and enforcement of charges.

~~(a) The sewer service charges, sewer connection charges and capital sewer service charges may become liens on the property on which they are imposed, provided that the notice and public hearing requirements of sections 24.5-25, 24.5-43 and 24.5-44 hereof have been met. If adopted in the form of a lien, such unpaid sewer service charges, sewer connection charges and capital sewer service charges shall remain liens as long as they remain unpaid. In addition to such other rights and remedies as may be available to the county in law or in equity for the collection of unpaid sewer service charges, sewer connection charges and capital sewer service charges, the lien may be enforced by the~~

~~county in the same manner and fashion as the lien of property taxes on real estate. The lien herein provided shall be superior to all other liens except liens for unpaid property taxes.~~

~~—(b) The method provided in this article for the enforcement of the collection of past due sewer service charges, sewer connection charges and capital sewer service charges shall not be the exclusive method of enforcing such collection and the~~ The county is fully empowered to enforce the collection of any such past due or unpaid sewer service charges and capital sewer service charges in any ~~other~~ lawful manner, which methods include the entering into contracts for the collection of such charges with other political subdivision.

SECTION IV. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-43, Sewer service charges and sewer connection charges created as liens; is hereby amended to read as follows:

Sec. 24.5-43. Sewer service charges and sewer connection charges ~~created as liens.~~

The council shall place into effect and revise whenever it so wishes or may be required a schedule of sewer service and sewer connection charges to be imposed within the district for the use of the connection to the system. ~~Prior to the imposition of any sewer service charges or sewer connection charges authorized by the provisions of this chapter and which are to become liens in accordance with sections 6-15-90 and 6-15-100 of the Code of Laws of South Carolina, 1976, as amended, and prior to any subsequent increase in any such sewer service charges or sewer connection charges, not less than fifteen (15) days' written notice shall be given to each affected property owner notifying him of the nature and quantum of such charges and providing such property owner an opportunity, if desired and requested, to appear and be heard in person or by counsel before the council. Following such hearing, if such be requested and held, action shall be taken by the council and notice of its decision shall be given to the property owner concerned or to his counsel, as the case may be, not less than ten (10) days prior to the effective date of the sewer service charge and sewer connection charges. Any property owner aggrieved by the action of council may appeal to the court of common pleas for Richland County to have such court review and action taken by the council as the validity and reasonableness of the sewer service charge and sewer connection charges.~~

SECTION V. The Richland County Code of Ordinances; Chapter 24.5, Special Sewer Assessment District; Article III, Financing Improvements; Rates and Charges; Section 24.5-44, Capital sewer service charges created as liens; is hereby amended to read as follows:

Sec. 24.5-44. Capital sewer service charges ~~created as liens.~~

(a) The council shall place into effect and revise whenever it so wishes or may be required a schedule of capital sewer service charges which will be used to retire debt incurred to finance that portion of the system within a particular district. The capital sewer service charges shall be based on the estimated cost of the establishment and construction of any sewer lateral collection lines and any extensions thereof constructed within the district, or so much of the estimated cost thereof as the council in its discretion deems appropriate, and shall be assessed upon the lots and parcels of land abutting directly on such lateral lines or

extensions thereof according to the extent of the respective frontage thereon by an equal rate per foot of such frontage; but the council may, in its discretion, provide, in the instance of corner lots, for a charge deemed to be equitable. If part or all of the district is part of a development plan or zoned for residential use, then such capital sewer service charges may be levied by the council on a parcel or per unit basis rather than on a front-foot basis. The capital sewer service charges to be levied in connection with such installations may be paid in equal installments covering a period not to exceed twenty (20) years. Such deferred payments shall be payable annually within the period that county taxes are payable and late payments shall be penalized to the same extent as in the case of county taxes.

(b) In connection with the imposition of such capital sewer service charges:

(1) The council shall provide a general description of the improvements to be made and the street or parts thereof whereon the work is to be effected and the estimated cost thereof and the amount of the cost to be assessed upon all abutting properties and the terms and manner of payment. Such description may incorporate by reference plats and engineering reports and other data on file in the office of the county coordinator of utilities and services provided that the place of filing and reasonable hours for inspection by interested persons are specified in the ordinance imposing the capital sewer service charges. Within thirty (30) days of the creation of a district, the council shall prepare in poster form a notice advising of the proposed capital sewer service charges and generally describing the area to be affected and shall deliver the notice to the register of mesne conveyances of the county. The register of mesne conveyances shall prominently display such notice in his office until an assessment book compiling a list of all residents and property owners of the district has been prepared by the county auditor and filed with the council. Failure to provide or post such notice shall not affect the validity of any such assessment.

(2) Immediately after such assessment book has been completed, the council shall forthwith cause one copy thereof to be deposited in the office of the register of mesne conveyances for inspection by interested parties, and shall cause to be published at least once in a newspaper of general circulation in the county a notice of the completion of the assessment book. This notice shall set forth a description in general terms of the improvements and the time fixed for the meeting of the council for a hearing of objections in respect of the capital sewer service charges. Such meeting shall not be earlier than ten (10) days from the date of the publication of such notice.

(3) As soon as practicable after the completion of the assessment book and prior to the publication of the notice mentioned in the preceding paragraph (2), the council shall mail to the owner or owners of each lot or parcel of land against which a capital sewer service charge is to be levied at his or their address, if any, appearing on the records of the county auditor, a notice stating the nature of the improvement, the principal amount of bonds to be issued in order to finance the improvements, the appropriated amount to be assessed against the particular property in order to repay the bonds, and the frontage in feet or charge per parcel upon which the capital sewer service charge is based, together with the terms and conditions upon which the capital sewer service charge may be paid. This notice shall also contain a brief description of the district together with a statement

that the amount assessed shall constitute a lien against the property superior to all other liens except property taxes. The notice shall also state the time and place fixed for the meeting of the council mentioned in the preceding paragraph (2) for a hearing of objections in respect of the capital sewer service charge. Any property owner who fails to appear at the meeting and shall have failed not later than three (3) days prior to the date set for such meeting, to file with the council a written objection to the capital sewer system charges against his property shall be deemed to have waived all rights to object to such capital sewer service charges and the notice prescribed herein shall so state.

(4) At the time and place specified for the meeting above-mentioned, or at some other time to which it may adjourn, the council shall hear the objections of all persons who have filed written notice of objection within the time prescribed above who may appear and make proof in relation thereto either in person or by their attorney. The council may thereupon make such corrections in the assessment book as it may deem proper, confirm the same or set it aside and provide for a new assessment.

Immediately upon the confirmation of a capital sewer service charge, the council shall mail a written notice (the confirmation notice) to all persons who have filed written objections as hereinabove provided of the amount of the capital sewer service charge confirmed against his property. Such notice shall be given to the affected property owners not less than ten (10) days prior to the effective date of the capital sewer service charge.

Subsequent to the council's confirming an assessment book, either as originally prepared or as thereafter corrected, a copy thereof certified by the clerk of the council shall forthwith be filed in the office of the register of mesne conveyances. ~~From the time of such filing the capital sewer service charges impressed in the assessment book shall constitute and be a lien on the real property against which the same are assessed superior to all other liens and encumbrances except only the lien for property taxes.~~

(5) After the assessment book has been confirmed, a certified copy thereof shall be delivered to the county treasurer who shall prepare and keep a separate book or books in connection therewith and who shall proceed to collect the same in the manner of county taxes and shall remit such collections on or before April fifteenth of each year upon the direction of the council. Each year the county auditor shall mail out notices of such capital sewer service charges at the same time county tax notices are mailed. ~~Past due capital sewer service charges shall be turned over by the county treasurer to the tax collector who shall proceed to collect in the same manner as unpaid county taxes are collected. The collecting official shall likewise keep separate records in connection with such past due assessments and shall remit all sums collected forthwith upon the direction of the council.~~

(6) If any such person is dissatisfied with the amount of the capital sewer service charge so confirmed, such person shall within ten (10) days after the mailing of the confirmation notice to him, give written notice to the council of his intent to appeal the capital sewer service charge to the court of common pleas for the county, and shall within five (5) days after giving such notice to the council serve upon the council a

statement of facts upon which he bases his appeal. Any property owner who fails to give the notice of his objection prescribed by this paragraph, shall be deemed to have waived all rights to object to the capital sewer service charge and the confirmation notice shall so state and shall also advise of the appeal procedure provided by this paragraph. No such appeal shall delay the construction of the improvements or affect the validity of the capital sewer service charges confirmed and not appealed.

(7) Subsequent to the confirmation of an assessment book, the council may correct, cancel or remit any such capital sewer service charge and may remit, cancel or adjust the interest or penalties of any capital sewer service charge and is empowered, when in its judgment there is any irregularity, omission, error or lack of jurisdiction in any of the proceedings relating thereto, to set aside the capital sewer service charge made by it and thereupon to make a reassessment.

(c) In the event the council provides that such capital sewer system charges may be paid in equal annual installments, then any property owner shall have the right at any time in his option to prepay in full the capital sewer service charge against his property by the payment of the balance due plus interest calculated to the date of prepayment. ~~If any property owner shall fail or neglect to pay any installment when the same becomes due and payable, then and in that event the council may, at its option, declare all of the installments remaining unpaid at once due and payable and such property may be sold by the county sheriff in the same manner and with the same right of redemption as are prescribed by law for the sale of land for unpaid property taxes.~~

SECTION VI. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION VIII. Effective Date. This Ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST this the _____ day of
_____, 2014

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:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits [**PAGES 178-186**]

Notes

March 24, 2015 - The Committee recommended that Council approve the County policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. Council approval supports the following directives: limit the work hours of part-time employees to no more than an average of 25 hours per week; limit the length of temporary and seasonal county jobs to no more than 3 months or 90 consecutive days; provide the County Administrator with the authority to designate determination periods for the PPACA; and grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees, if needed, for Council review and action.

Richland County Council Request of Action

Subject: PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits

A. Purpose

Staff is requesting that County Council (Council) revise policies related to the work hours of part-time county employees and the length of temporary county jobs. In addition, staff is requesting that Council provide the County Administrator with the authority to designate determination periods for the PPACA, and to grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time employees for Council review. These requests are focused on helping Richland County Government (RCG) achieve compliance with PPACA, enable more reliable benefit budget projections, make the compliance process more efficient and mitigate the County's financial liability for health care reform.

B. Background / Discussion

The Human Resources Department was asked to develop strategies to keep healthcare costs for the County flat for the next three Fiscal Years; therefore, the County must take steps to not provide health insurance coverage for ineligible part-time, seasonal and temporary employees. Employers are navigating in a regulatory and political maze while trying to comply with the PPACA. Guidance and implementation dates relating to the PPACA remain very fluid; therefore, it is very probable staff will have to make additional requests to Council later as the federal government issues additional clarification and guidance, and/or makes changes to implementation dates.

Under the PPACA, often called Health Care Reform or "Obamacare," large employers must offer "affordable" health care coverage that has "sufficient value" to full-time employees or face taxes and/or penalties. The PPACA considers full-time employees as "employees who average 30 hours of work per week or 130 hours per month." Employees include full-time, part-time, variable hour, seasonal, and temporary on the employer's payroll. The PPACA currently requires employers to calculate the average number of hours of employees during a designated measurement period (decided by the employer) to determine the number of employees eligible for health insurance during the stability period.

It is unlikely RCG can maintain flat health care premiums for County employees without making drastic changes to their policies. Based on the recent health care cost increase trend combined with the fact RCG health insurance claims have exceeded premiums in recent years, RCG must shift major costs (premiums or out of pocket) to employees and retirees and/or greatly reduce the current health care plan coverage.

Current policy:

Regular, part-time employees are those who have satisfactorily completed new hire probationary period requirements and who work in a part-time budgeted position and work on average less than thirty (30) hours per week in a regular budgeted and funded position (however, may be called upon to work above their normally scheduled hours of work when workloads require). Regular, part-time employees are eligible for participation in SCRS (South

Carolina Retirement System) and Pay for Performance process but are **not** eligible for other County benefits.

Part-time employees are those who work less than 30 hours per week in a non-funded position. Part-time employees are eligible for participation in SCRS and Pay for Performance process but are **not** eligible for other County benefits.

Proposed policy:

Regular, part-time employees are those who have satisfactorily completed new hire probationary period requirements and who work in a part-time capacity and work on average no more than twenty-five (25) hours per week. Regular, part-time employees are eligible for participation in SCRS and Pay Enhancement Program (PEP) process but are **not** eligible for other County benefits (i.e. health insurance, dental insurance, and accrued leave).

Part-time employees may work on average no more than 25 hours per week. Part-time employees are eligible for participation in SCRS and the PEP process but are **not** eligible for other County benefits (i.e. health insurance, dental insurance, and accrued leave).

Current policy:

Temporary employees are those hired for a limited period of time or until completion of a particular project or projects (generally not longer than six months). Such employees may work part-time or full-time hours depending on the needs of the County. Temporary employees are generally not eligible for benefits.

Proposed policy:

Temporary employees are those hired for a limited period of time or until completion of a particular project or projects. Such employees may work part-time or full-time hours depending on the needs of the County. Temporary employees may not work longer than 3 months or 90 consecutive days. Temporary employees are generally not eligible for benefits. Employees designated as seasonal by the County may not work more than 120 days during a 12 month period. In addition, employees designated as seasonal may not work more than 90 consecutive days or 3 months

This Request of Action also asks for Council to grant the Administrator with the authority to designate determination periods for the PPACA.

Designated determination periods under PPACA include the following:

Initial measurement period – A designated period of not less than three months or more than 12 months used in determining whether a newly hired variable or seasonal employee is full-time.

Standard measurement period – An annual designated period of not less than three months or more than 12 months used to determine whether an ongoing variable or seasonal employee is full-time.

Administrative period – A period of up to 90 days for making full-time determinations and offering/implementing full-time employee coverage.

Stability period – An annual designated period of not less than six months (and not less than the corresponding measurement period) during which the employer must offer affordable minimum essential health coverage to all full-time employees, or face financial penalties for not doing so.

This last portion of the Request of Action requests that Council grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees for Council review. Under provisions called the employer shared responsibility rules, the PPACA requires large employers (generally those with 50 or more full-time employees) to offer “affordable” health coverage with “sufficient value” to full-time employees and their dependents but not spouses. Again, PPACA defines full-time employees as those who work on average at least 30 hours per week. Employers that fail to comply with these rules can face federal penalties.

See Penalties for Employers (Appendix I).

C. Legislative / Chronological History

This is a staff-initiated request. See attached PPACA Timeline (Appendix II).

D. Financial Impact

Provided that there is 100% compliance by all Departments related to the proposed policy changes for part-time employees and temporary / seasonal employees, there should be minimal financial impact associated with additional costs for health insurance benefits for part-time, seasonal, and temporary employees. This is contingent upon approval of the policy changes and ***all*** departments properly managing the work schedule of each part-time, temporary and seasonal employee in compliance with the proposed policies. However, to ensure compliance and/or promptly identify failure to comply will require additional work hours for monitoring by HRD. There will also be internal costs for the County’s Finance Department, IT Department and HRD related to the training of staff, developing processes, designing forms, setting up systems, drafting guidelines to manage the compliance process and managing the overall implementation process.

Previously, HRD performed an internal review for a 12 month period and identified approximately 100 part-time employees who are currently not eligible for county health insurance but have worked an average of 30 hours or more over the 12 month period. Richland County’s cost to pay the health insurance for 100 part-time employees will be approximately \$600,000.00 per year. Under the PPACA, these part-time employees are eligible for health insurance. In addition, there will be health claims as well as future cost increases associated with the healthcare coverage. Therefore, if the County does not take the proposed actions, and the PPACA rules are enacted as currently written, and the part-time employees continue working more than 30 hours per week, the County will be financially responsible for offering health insurance coverage or paying the federal penalties for approximately 100 part-time employees. In 2015, the County must cover at least 70% of full-time employees, and beginning in January 2016, the County must cover at least 95% of full-time employees.

HRD recognizes reducing the work hours of employees currently working 30 or more hours per week could adversely impact operations in some departments. However, the primary objective of this ROA is to ensure compliance with the PPACA and mitigate additional health care cost

increases associated with compliance in order to comply with the direction to keep health care costs flat.

Please note: A more recent analysis was completed for calendar year 2014. This analysis shows 5 employees who are benefits-eligible based on the hours worked. 28 of the employees from the original list of approximately 100 employees are no longer employed; 9 are eligible for benefits (meaning, they are included in the 5 from 2014, *or* they have been moved to a full-time position); and the remaining folks from the original 100 are not eligible based on the new date parameters. Human Resources sent out communication to departments in 2013 or 2014 making them aware of the hours their part time employees worked, so we feel that this also contributed to the much lower number of benefits-eligible employees in 2014. There are about another 15 employees not included in the 5 that are “border line” – meaning, if their hours increase slightly, they could become benefits-eligible.

However, this difference in the number of benefits eligible employees from 2013 to 2014 shows that if measures (such as this proposal of 25 hours on average) *aren't* in place, there could be wild swings in the financial burden of the County from year to year with regards to providing benefits to applicable employees.

E. Alternatives

1. Approve County policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. Council approval of this alternative supports the following directives:
 - Limit the work hours of part-time employees to no more than an average of 25 hours per week.
 - Limit the length of temporary and seasonal county jobs to no more than 3 months or 90 consecutive days.
 - Provide the County Administrator with the authority to designate determination periods for the PPACA.
 - Grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees, if needed, for Council review and action.
2. Do not approve County policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. If this alternative is chosen, the County may be financially responsible for offering health insurance coverage or paying the federal penalties for applicable part-time employees. The County's cost to pay the health insurance for those part-time employees may vary from year to year.
3. Approve County policy revisions to address part-time and temporary / seasonal County employees, along with directives for staff to comply with the PPACA that are *different* than those recommended by staff in this request of action.

F. Recommendation

Staff recommends Council approve alternative # 1.

Recommended by: T. Dwight Hanna

Department: Human Resources

Date: January 20, 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: 2/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There are multiple recommendations in the ROA requesting different levels of approval. Some recommendations related to staffing restrictions are more restrictive than the Federal requirement and may create an operational challenge for some departments to comply. Therefore the Finance recommendation would be to approve the policy consistent with the PPACA requirements but not make the County policy more restrictive than the Federal requirements.

Additionally, an important part of any control system is to establish a sound method for monitoring and addressing non-compliance before it has a negative effect on the County system - “cost impact”. It may be beneficial for the approval to include the planned monitoring and testing methods to ensure compliance and how non-compliance will be addressed.

Human Resources

Reviewed by: Dwight Hanna

Date: 3/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: HRD’s primary objectives are 1) compliance with the PPACA, 2) mitigate additional expenditures relating to providing health insurance, and 3) maintain the benefit status of employee they are assigned. HRD has been working with the IT Department since 2014 on automated tracking, monitoring, and reporting needs relating to PPACA compliance. HRD was recently informed by IT that they believe IT has completed a process that will enable the tracking, monitoring, and reporting necessary for assisting with PPACA compliance. HRD has not yet had an opportunity to test the new process yet. HRD proposed an average of 25 hours per week, which would give flexibility for departments to exceed 25 hours per week if needed in a work week. However, HRD proposed some separation between 25 hours per week and the 30 hours per week found in the PPACA to mitigate the probability of employees from slipping over into the average of 30 or more hours per week category. Because the County would be then responsible to provide health benefits or pay the applicable fees for failure to provide such coverage. It would be up to the County Administrator to

address, in the manner he deems appropriate, departments if any departments are not compliant with this County policy.

Legal

Reviewed by: Elizabeth McLean

Date: 2/18/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: 3-11-15

X Recommend Council approval

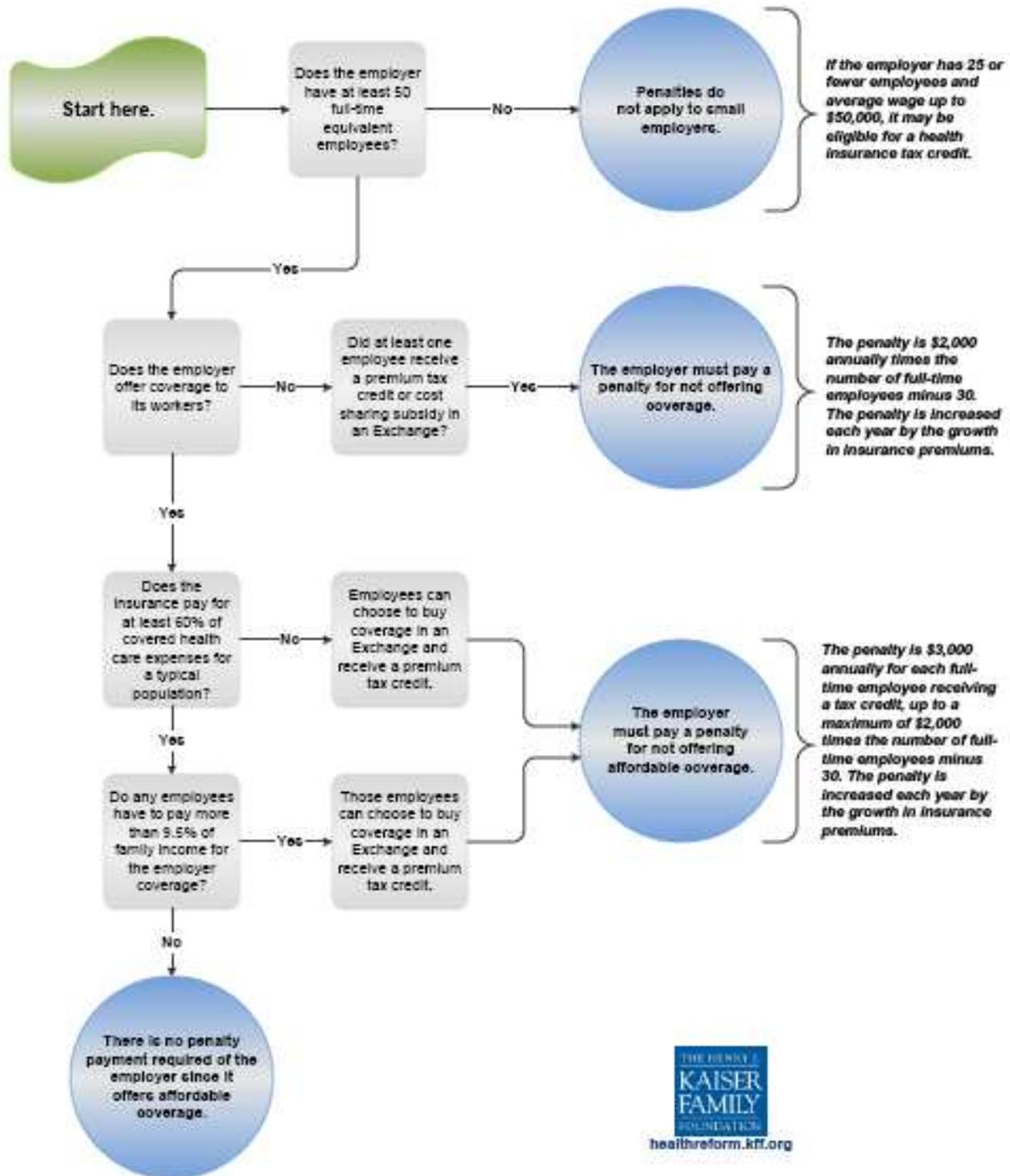
Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. Council approval of this alternative supports the following directives:

- Limit the work hours of part-time employees to no more than an average of 25 hours per week.
- Limit the length of temporary and seasonal county jobs to no more than 3 months or 90 consecutive days.
- Provide the County Administrator with the authority to designate determination periods for the PPACA.
- Grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees, if needed, for Council review and action.

APPENDIX I

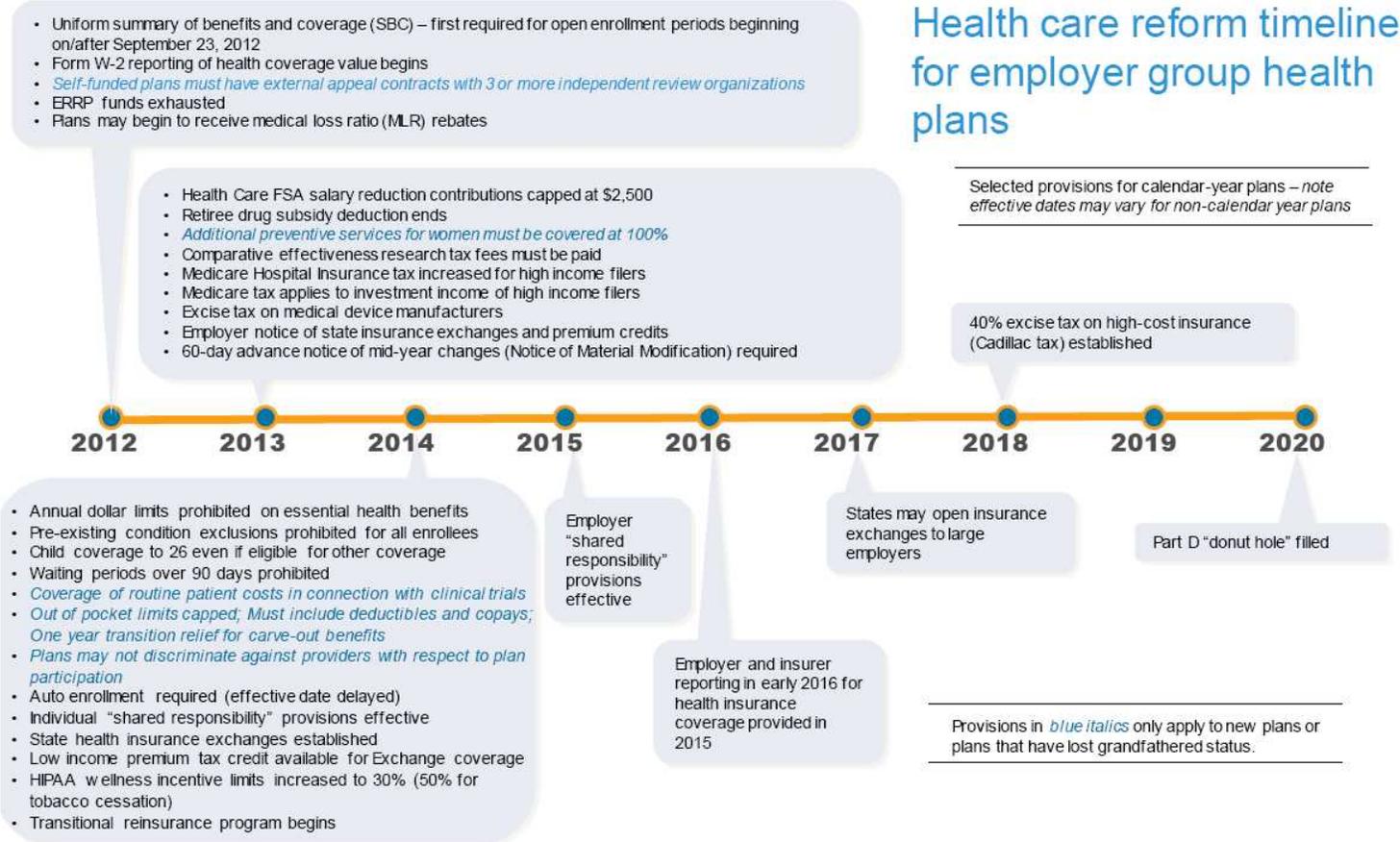
Penalties for Employers Not Offering Affordable Coverage Under the Affordable Care Act Beginning in 2014



APPENDIX II

Health Care Reform timeline

Health care reform timeline for employer group health plans



A Xerox Company

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Richland County Council Request of Action

Subject

Financial Contribution to SC Slave Dwelling Survey [**PAGES 187-189**]

Notes

March 24, 2015 - The Committee recommended that Council approve the request by the Richland County Conservation Commission to expend \$5,000 in FY15 funds to the Slave Dwelling Project to assist with the 1:1 grant match needed for the \$25,000 grant they received from the SC Department of Archives and History for the SC Slave Dwelling Survey.

Richland County Council Request of Action

Subject: Financial Contribution to SC Slave Dwelling Survey

A. Purpose

County Council is requested to approve a contribution of \$5,000 from the Richland County Conservation Commission (RCCC) budget to help provide matching funds for the SC Slave Dwelling Survey.

B. Background / Discussion

RCCC has been involved with slave dwelling preservation since 2007, first with the Kensington cabin and more recently with the Laurelwood cabin. The Kensington and Laurelwood cabins are located in Lower Richland. Staff and one Commission member attended the first annual Slave Dwelling Conference in 2014 organized by Joe McGill, founder and director of the Slave Dwelling Project (Project) – a nonprofit organization. Mr. McGill established the Project to identify and assist property owners, government agencies, and organizations to preserve extant slave dwellings. One way he brings attention to the dwellings is by spending the night in them, often accompanied by high school students and interested adults. He has stayed at the Laurelwood cabin (restored through an RCCC grant) twice with students from a Lower Richland history class and is scheduled for another overnight visit on March 13, 2015.

Mr. McGill received a \$25,000 grant from SC Department of Archives and History to survey 50 extant slave dwellings in SC. The buildings will be assessed and measured by architect Craig Bennett, photographed by trained volunteers, and survey records written and filed. Audio and video recordings will be done at each site for future website application. The grant requires a 1:1 match; therefore, Mr. McGill must raise an additional \$25,000, of which he has received \$13,000.

RCCC voted at its January 26, 2015 meeting to allocate \$5,000 to assist with the grant match. In return, Mr. McGill will commit to assessing the ten slave dwellings we are aware of in Richland County and to research and document any others that are found. RCCC believes the information gathered from the survey will be extremely useful for the county's historic preservation efforts and for teaching the whole story. Difficult as the subject is, slave dwellings are a part of our history and deserve to be preserved, interpreted, maintained, and sustained. To do that, we need the information provided from the survey.

Known extant slave dwellings in Richland County:

Goodwill (2)	Kensington (1)	Laurelwood (1)
Oakwood (2)	Seibels House (1)	USC (1)
Wavering Place (2)		

For more information on the Slave Dwelling Project, please visit www.slavedwellingproject.org

C. Legislative / Chronological History

This is an RCCC driven request.

D. Financial Impact

RCCC has sufficient FY15 funds to provide the contribution of \$5,000.

E. Alternatives

1. Approve the request by RCCC to expend \$5,000 in FY15 funds to assist with the grant match for the SC Slave Dwelling Survey. For this modest contribution, the county will be provided with architect-prepared condition assessments of the extant slave dwellings in the county which staff does not have the expertise to determine.
2. Do not approve the \$5,000 contribution to assist with the grant match for the SC Slave Dwelling Survey which may impact how much time and attention is spent documenting the slave dwellings in Richland County. The resulting lack of information may lead to lost opportunities to preserve and protect the relatively few remaining dwellings in the county.

F. Recommendation

It is recommended that Council approve the request by RCCC to expend \$5,000 in FY15 funds as a contribution toward grant matching funds for the SC Slave Dwelling Survey.

Recommended by: Quinton Epps

Department: Conservation

Date: February 4, 2015

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 2/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding request for Council decision. As a practice, the County recommends and appropriates community donations as a normal part of the annual budget process. Additional appropriations outside of the process would require a budget amendment with a public hearing and three readings. Funds are available as stated.

Legal

Reviewed by: Elizabeth McLean

Date: 2/9/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 2/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Eight Hundred Thousand Dollars (\$800,000) to supplement paved road repair **[FIRST READING] [PAGES 190-196]**

Notes

March 24, 2015 - The Committee recommended that Council approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system and to include the roads in the Sunny Acres subdivision.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 ROAD MAINTENANCE ANNUAL BUDGET TO APPROPRIATE EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) TO SUPPLEMENT PAVED ROAD REPAIR.

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. That the amount of Eight Hundred Thousand Dollars (\$800,000) be appropriated to provide funding to supplement Paved Road Repair. Therefore, the Fiscal Year 2014-2015 Road Maintenance Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,334,089
Appropriation of Road Maintenance Fund Balance:	\$ <u>800,000</u>
Total Road Maintenance Fund Revenue as Amended:	\$ 7,134,089

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,334,089
Paved Road Repair:	\$ <u>800,000</u>
Total Road Maintenance Fund Expenditures as Amended:	\$ 7,134,089

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 enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading: April 7, 2015 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject: Budget Amendment - Paved Road Repair

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system.

B. Background / Discussion

In 2012, the D&S Committee reviewed a proposed Road Right of Way and Acceptance Policy (policy) for prescriptive easements and unaccepted Paved Roads. The purpose of the policy was to address the acquisition of Right of Way for the improvement of county maintained roads presently in prescriptive easements and the acceptance of existing improved roads not accepted into the county's maintenance system.

If approved, the policy change would affect 40 private subdivision roads – see attached list of roads. Of the 40 roads, 27 needed repairs to bring them up to an acceptable standard. The estimated cost of the repairs was \$800,000.00.

The proposed policy was forwarded to the 2013 Council Retreat for review by Council.

At the Council Retreat in 2013, County Council reviewed the policy and the list of 40 private roads. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept the existing 40 paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance to make the necessary repairs to the roads to bring them up to acceptable standards.

Currently, county staff is in the process of accepting the 40 roads into the county's maintenance system. The approved funds (\$800,000.00) have remained in the Roads and Drainage Fund, and it is at this time that Council is requested to approve a budget amendment in the amount \$800,000.00 for the purpose of funding the repairs to the roads as they are accepted into the county's maintenance system.

C. Legislative / Chronological History

- 7/31/12 – The D&S reviewed the request of action regarding the policy. The item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.
- 9/25/12 - The D&S Committee deferred this item so that staff may provide a list of roads, costs, and possible funding sources.
- 12/18/12 – The D&S Committee recommended that Council forward this item to the 2013 Council Retreat for review.
- 12/18/12 – Council forwarded this item to the 2013 Council Retreat for review.
- 1/25/13 - Council reviewed this item at the 2013 Council Retreat
- 2/5/13 - Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance

D. Financial Impact

A budget amendment from the Roads and Drainage Fund Balance is needed for \$800,000.00. This action will require three readings and a public hearing.

E. Alternatives

1. Approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.
2. Do not approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

F. Recommendation

It is recommended that Council approve the request for a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

Recommended by: Ismail Ozbek, Director
Department: Public Works
Date: January 6, 2014

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: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Funding is currently committed in the Roads and Drainage fund.

Transportation

Reviewed by: Rob Perry Date: 2/3/15
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

It is in our best interest to bring these roads up to good condition if the County intends to assume them into our system.

Legal

Reviewed by: Elizabeth McLean Date: 2/9/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 2/10/14
✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation:

List of Private Subdivision Roads

PRIVATE SUBDIVISION ROADS					
ROAD NAME	SUBDIVISION	LENGTH (FT)	Estimated Cost	Repair	Council District
Merc Ct	Arthurtown Phase 3	118.83	\$0.00		10
Riley Ct	Arthurtown Phase 3	117.85	\$0.00		10
Dennis Ln	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00		2
Moody View Ct	Devon Green Phase 1	163.03	\$2,500.00		8
Sonny Ct	Devon Green Phase 1	96.78	\$2,500.00		8
Jaybird Ln	Devon Green Phase 2 & 3	1,010.17	\$10,000.00		88
Reidy Ct	Devon Green Phase 2 & 3	676.32	\$5,000.00		8
Bald Eagle Ct	Heritage Hills Phase 2A	105.60	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2A	1,802.20	\$5,000.00		7
Otter Trail Ct	Heritage Hills Phase 2A	487.36	\$5,000.00		7
Burnwood Ct	Heritage Hills Phase 2B	355.41	\$5,000.00		7
Cedar Edge Ct	Heritage Hills Phase 2B	382.85	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2B	1,550.45	\$45,000.00		7
Hickory Knoll Rd	Heritage Hills Phase 2B	1,054.75	\$5,000.00		7
Graces Way	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00		9
Angela Dawn Ct	North Lake Shore Point	269.07	No Cost Established		1
Robin Lynn Ln	North Lake Shore Point	224.24	No Cost Established		1
Conn St	Northgate (Crane Creek Estates)	293.97	\$10,000.00		7
Crane Creek Ct	Northgate (Crane Creek Estates)	400.32	\$10,000.00		7
Crane Creek Dr	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00		7
Scioto Dr	Northgate (Crane Creek Estates)	844.14	\$35,000.00		7
Durant St	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00		7
Durden Park Row	Stonington Phase 1	728.36	\$10,000.00		7
Ellafair Ln	Stonington Phase 1	247.85	\$5,000.00		7
Rose Dew Ln	Stonington Phase 1	239.90	\$5,000.00		7
Roundtree Rd	Stonington Phase 1	1,547.39	\$25,000.00		7
Stonebury Cir	Stonington Phase 1	348.92	\$5,000.00		7
Stonington Dr	Stonington Phase 1	1,629.95	\$25,000.00		7
Unnamed St	Stonington Phase 1	348.99	No Cost Established		7
Roundtree Rd	Stonington Phase 2A	2,633.89	\$20,000.00		7
Summer Bend Rd	Summer Valley Phase 2A	877.56	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2A	547.89	No Cost Established		7
Summer Bend Rd	Summer Valley Phase 2B	794.91	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2B	917.27	No Cost Established		7
Summer Side Cir	Summer Valley Phase 2B	1,080.05	No Cost Established		7
Summer Crest Rd	Summer Valley Phase 3	1,157.02	No Cost Established		7
Summer Ridge Rd	Summer Valley Phase 3	370.92	No Cost Established		7
Summer Vista Dr	Summer Valley Phase 3	978.17	No Cost Established		7
Old Still Rd	Wildewood: Old Still Rd	3,088.53	\$200,000.00		9
Running Fox Rd W	Wildewood: West of Polo Road	1,559.11	\$125,000.00		9
	Totals	36,604.08	800,000.00		

Richland County Council Request of Action

Subject

Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia [**PAGES 197-200**]

Notes

March 24, 2015 - The Committee forwarded this item to Council without a recommendation. The Committee requested that staff provide a scope of the audit and an estimated cost of the audit prior to the April 7, 2015 Council meeting.

Richland County Council Request of Action

Subject: Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia

A. Purpose

Council is requested to approve performing a full audit of the Fire contract with the City of Columbia.

B. Background / Discussion

The following motion was made at the February 17, 2015, Council Meeting: **“Richland County to perform a full audit of the Fire contract with the City of Columbia [WASHINGTON]”**

Prior to beginning a new Intergovernmental Fire Agreement (IGA) the City of Columbia (Columbia) in 2012, the auditing firm of Thomas and Thomas, Certified Public Accountants, was obtained to perform an audit of funds sent to Columbia for use in providing fire suppression in the areas of the County outside of Columbia. The results of the audit were used to formulate language in the current IGA in an effort to correct problems and insure compliance. After the first audit was completed, a follow-up audit was planned for a later date to be determined by Council. Mr. Washington’s motion is to implement a follow-up audit of the current IGA.

The firm of Thomas and Thomas, Certified Public Accountants, was selected to perform the first audit and it is recommended by staff that they perform the follow-up audit because of their experience and knowledge of the subject matter.

C. Legislative / Chronological History

- o 6/5/12 – Council approved the Intergovernmental Fire Agreement with the City of Columbia
- o 3/6/15 – Mr. Washington made the following motion: “Richland County to perform a full audit of the Fire contract with the City of Columbia”

D. Financial Impact

The cost to conduct the follow up audit is estimated at \$25,000 per audited year. It is recommended by staff that the first three years of the current IGA be audited. Funds are available in the Emergency Services budget. No additional funds will be required.

E. Alternatives

1. Approve the motion to perform a full audit of the Fire contract with the City of Columbia. If this alternative is selected, staff recommends using Thomas and Thomas, Certified Public Accountants to perform the full audit.

2. Do not approve the motion to perform a full audit of the Fire contract with the City of Columbia.

F. Recommendation

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: February 17, 2015

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 3/9/15

Recommend Council approval
Comments regarding recommendation:

Recommend Council denial

This is a policy decision of Council. If approved, it would seem to be more appropriate to pay for the audit out of the Fire Fund instead of the Emergency Services as indicated in financial section "D" above.

Emergency Services

Reviewed by: Michael Byrd
✓ Recommend Council approval
Comments regarding recommendation:

Date: March 9, 2015
 Recommend Council denial

Procurement

Reviewed by: Cheryl Patrick
✓ Recommend Council approval
Comments regarding recommendation:
This is a policy decision of Council.

Date: March 10, 2015
 Recommend Council denial

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval
Comments regarding recommendation: Policy decision left to Council's discretion.
Procurement should speak to whether these services would need to be procured or whether the original firm could be re-hired without a further solicitation.

Date: 3/9/15
 Recommend Council denial

Administration

Reviewed by: Warren Harley
✓ Recommend Council approval
Comments regarding recommendation:

Date: 3/20/15
 Recommend Council denial



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Fire Audit Scope:

The objective of the audit will be to determine if the City of Columbia is in compliance with the current Intergovernmental Fire Agreement and make recommendations for changes to the current internal control reporting systems. It may be necessary to modify the scope of the audit as we progress based on findings. The audit will cover fiscal years ending June 2013, 2014 and 2015.

Richland County Council Request of Action

Subject

Emergency Services Department – Fire Truck Purchase [**PAGES 201-207**]

Notes

Emergency Services' staff will inform Council of the bid evaluation process for the purchase of fire trucks that is being conducted.

March 24, 2015 - The Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject: Emergency Services Department – Fire Truck Purchase

A. Purpose

Council is requested to approve the purchase of sixteen (16) fire trucks in the amount of \$7,414,912. Funding for this purchase will come from the Emergency Services Department’s Budget and Fire Bond, along with grant funds from the County’s Community Development Block Grant program.

B. Background / Discussion

Richland County conducted a procurement process to purchase 16 fire trucks, including an Aerial (ladder) fire truck, eleven (11) Pumper fire trucks, and four (4) Rescue fire trucks. The bid requirements consisted of meeting the detailed specifications and providing option components and pricing. Five bids were received for the Aerial fire truck. Six bids were received for the Pumper fire trucks and six bids were received for the Rescue fire trucks. The bids were qualified by the Procurement Department. One of the Aerial fire truck vendors and one of the Rescue fire truck vendors did not meet the bid requirements. Each standing bid was then evaluated for technical compliance by ESD (Emergency Services Department) staff. The qualified bids were then reviewed by a committee of ESD staff and Columbia Fire Department staff. Because of the vast differences in the small equipment bid options supplied by all bidders, we could not conduct an “apples-to-apples” comparison; therefore, the small equipment option was not considered. The small equipment will be competitively “bid-out” separately. In addition to the available funds through the Fire Bond to purchase the fire trucks, \$423,866 in grant funds is available through the County’s Community Development Block Grant (CDBG) program to purchase one of the Pumper fire trucks.

AERIAL (Purchasing one (1) Aerial fire truck)

The Results of the AERIAL (Ladder Truck) evaluation is as follows:

The following options were selected for the Aerial fire truck:

- a. Add Mechanical Siren
- b. Add raised Cab Roof
- c. Add Supplemental Restraint System
- d. Add Right-Side Speedometer
- e. Signage
- f. Add Independent Suspension
- g. Delete Small Equipment

MFG	SMEAL**	KME	PIERCE	EONE	FERRARA
BASE PRICE	\$819,423.00	\$928,159.00	\$878,834.00	\$909,971.00	\$858,623.00
MS	\$2,134.46	\$2,500.00	\$3,399.00	\$3,052.00	\$2,496.00
RRC	\$0.00	\$0.00	\$0.00	\$4,800.00	\$0.00
SRS	\$4,411.45	\$10,000.00	\$8,573.00	\$11,553.00	\$6,435.00
RSS	\$102.09	\$400.00	\$333.00	\$323.00	\$218.00
SIGN	\$931.20	\$2,000.00	\$493.00	\$1,778.00	\$0.00
IND. SUSP	\$10,563.41	\$18,000.00	\$12,386.00	\$11,673.00	\$16,522.00
TOTAL	\$837,565.61	\$961,059.00	\$904,018.00	\$943,150.00	\$884,294.00

** Smeal disallowed for not complying with Specs

LEGEND:

MS: MECHANICAL SIREN

RRC: RAISED ROOF CAB

SRS: SUPPLEMENTAL RESTRAINT SYSTEM
 RSS: RIGHT SIDE SPEEDOMETER
 SIGN: AERIAL SIGN
 IND. SUSP: INDEPENDENT SUSPENSION
 1,500 PMP: 1,500 GPM PUMP

Two bidders were identified as being the lowest bidders for bid evaluation and consideration:
 Ferrara and Pierce (There was an approximate 2.2% difference in pricing -\$19,724)

After review, evaluation, discussion and consideration of all operational and maintenance requirements, Pierce was selected because they better met the height and length requirements for the truck to be stationed at the Dentsville station. The Dentsville station is older and has some unique characteristics. For example, the driveway out of the station has a steep angle, so a long truck will “bottom-out” leaving the station. The Pierce Aerial fire truck has a shorter overall length, lower height and shorter rear overhang, which more closely matches our overall specifications. Currently, all other Aerial fire trucks in Columbia and our recently acquired reserve Aerial fire truck are manufactured by Pierce. Keeping with the same manufacturer for this complex truck improves the continuity of our operations and training, and reduces our maintenance time because of the current knowledge and availability of the parts stocked by Columbia Fleet Services.

The price for the purchase of the Pierce Aerial fire truck is \$904,018.

PUMPERS (Purchasing 10 Pumper fire trucks with the Fire Bond and one (1) Pumper fire truck with CDBG funds.)

The results of the PUMPER evaluation are as follows:

The following options were selected for the Pumper fire trucks:

- a. Add Mechanical Siren
- b. Add Raised Roof Cab
- c. Add Supplemental Restraint System
- d. Add Right Side Speedometer
- e. Choose 1500 GPM Pump
- f. Add Booster Reel
- g. Delete Small Equipment Option

MFG	SMEAL	KME	PIERCE	ROSENBAUER	EONE	FERRARA
BASE PRICE	\$433,390.00	\$443,412.00	\$441,854.00	\$412,453.00	\$471,029.00	\$488,201.00
MS	\$2,134.76	\$2,500.00	\$3,399.00	\$2,091.00	\$3,052.00	\$2,496.00
RRC	\$0.00	\$0.00	\$1515.00	\$2,325.00	\$3,761.00	\$1,584.00
SRS	\$4,411.45	\$10,000.00	\$6,772.00	\$3,633.00	\$11,533.00	\$7,278.00
RSS	\$102.09	\$0.00	\$333.00	\$364.00	\$323.00	\$218.00
1,500 PMP	\$1,701.60	\$988.00	\$3,710.00	\$0.00	\$0.00	\$0.00
BOOST REL	\$2,610.40	\$3,291.00	\$3,182.00	\$3,000.00	\$4,090.00	\$3,319.00
TOTAL	\$444,350.03	\$460,191.00	\$460,765.00	\$423,866.00	\$493,788.00	\$503,096.00

LEGEND:

MS: MECHANICAL SIREN
 RRC: RAISED ROOF CAB
 SRS: SUPPLEMENTAL RESTRAINT SYSTEM
 RSS: RIGHT SIDE SPEEDOMETER
 1,500 PMP: 1,500 GPM PUMP
 BOOST REL: BOOSTER REEL

After review, evaluation, discussion, consideration of pricing, and operational requirements, Rosenbauer was selected because they are the low bidder and met the intent of the specifications and options.

The purchase price for eleven (11) Rosenbauer Pumper fire truck is \$4,662,526 (or \$423,866 each.) \$4,238,660 from the Fire Bond will be used to purchase ten (10) Pumper fire trucks, and \$423,866 in CDBG funds will be used to purchase one (1) Pumper fire truck.

RESCUE TRUCKS – (Purchasing 4 Trucks -2 with a tank & pump and 2 Trucks without a tank & pump)

The Results of the RESCUE TRUCK evaluation are as follows:

The following options were selected for the Rescue fire trucks:

- a. Add Mechanical Siren
- b. Add Raised Roof Cab
- c. Add Supplemental Restraint System
- d. Add Right Side Speedometer
- e. Add 1500 GPM pump and 500 Gallon Tank on two (2) Rescues
- f. Delete 1500 GPM pump and 500 Gallon Tank on two (2) Rescues

Rescues With Pump and Tank

MFG	SMEAL **	KME	PIERCE	ROSENBAUER***	EONE	FERRARA
BASE PRICE	\$484,704.00	\$490,399.00	\$538,068.00	\$472,910.00	\$509,880.00	\$569,101.00
MS	\$2,134.76	\$2,500.00	\$3,399.00	\$2,091.00	\$3,052.00	\$2,496.00
RRC	\$0.00	\$0.00	\$0.00	\$2,325.00	\$3,761.00	\$1,584.00
SRS	\$4,411.56	\$10,000.00	\$9,525.00	\$3,633.00	\$11,533.00	\$7,278.00
RSS	\$102.09	\$400.00	\$333.00	\$364.00	\$323.00	\$218.00
1,500 PMP	\$1701.60	\$988.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$493,054.01	\$504,287.00	\$551,325.00	\$481,323.00	\$528,549.00	\$580,677.00

** Smeal did not meet the requirements of the specification.

*** Rosenbauer bid a Pumper chassis.

LEGEND:

MS: MECHANICAL SIREN

RRC: RAISED ROOF CAB

SRS: SUPPLEMENTAL RESTRAINT SYSTEM

RSS: RIGHT SIDE SPEEDOMETER

1,500 PMP: INCREASE TO 1,500 GPM PUMP

Rescues Without Pump and Tank

MFG	SMEAL **	KME	PIERCE	ROSENBAUER***	EONE	FERRARA
BASE PRICE	\$484,704.00	\$490,399.00	\$538,068.00	\$472,910.00	\$509,880.00	\$569,101.00
MS	\$2,134.76	\$2,500.00	\$3,399.00	\$2,091.00	\$3,052.00	\$2,496.00
RRC	\$0.00	\$0.00	\$0.00	\$2,325.00	\$3,761.00	\$1,584.00
SRS	\$4,411.56	\$10,000.00	\$9,525.00	\$3,633.00	\$11,533.00	\$7,278.00
RSS	\$102.09	\$400.00	\$333.00	\$364.00	\$323.00	\$218.00
W/O PMP	-xxx	-\$83,402	-\$69,865	-\$80,815 ***	-\$86,288	-\$105,000
TOTAL	\$491,352.41	\$419,897	\$481,460	\$400,508	\$442,261	\$475,677

** Smeal did not meet the requirements of the specifications.

*** Rosenbauer bid a pumper chassis.

LEGEND:

MS: MECHANICAL SIREN
RRC: RAISED ROOF CAB
SRS: SUPPLEMENTAL RESTRAINT SYSTEM
RSS: RIGHT SIDE SPEEDOMETER
W/O PMP DELETE PUMP and TANK

After review, evaluation, discussion, consideration of pricing, configuration of the vehicle, and operational requirements, KME was selected. The lowest bidder, Rosenbauer submitted a design based on a modified Pumper fire truck and not a specialty fire truck designed as a Rescue. KME best meets the intent of the specifications and needs of the fire service requirements. We will split the order to purchase two Rescue fire trucks with a pump and a tank, and two Rescue fire trucks without a pump and a tank. We will monitor the mission results for consideration of future purchasing actions.

The purchase price for two (2) KME Rescue fire trucks with a pump and a tank is \$1,008,574 (or \$504,287 each). The purchase price for two (2) KME Rescue fire trucks without a pump and tank is (or \$419,897 each).

Deployment

As the trucks are received from the manufacturer, they will be stationed at the following locations:

Aerial Dentsville Station

Pumpers

1. Hopkins (Grant)
2. Blythewood
3. Eastover
4. Ballentine
5. Bear Creek
6. Congaree Run
7. Crane Creek
8. Killian
9. Leesburg Road
10. Lower Richland
11. Dentsville

Rescue

1. Battalion #2
2. Battalion #3
3. Battalion #4
4. Battalion #5

C. Legislative / Chronological History

- 07/01/2012 - Current Fire Intergovernmental Agreement became effective.
- 02/01/2014 - Research began for writing specs for Aerial, Pumper and Rescue Trucks.
- 08/17/2014 - Specifications put out for Bid
- 09/25/2014 - Pre-Bid Conference
- 10/13/2014 - Amendments put out to bidders and bid due-dates extended
- 11/14/2014 - Bid Responses initially due to Procurement (Original Date)
- 12/03/2014 - Revised Bid due-date for Aerial
- 12/04/2014 - Revised Bid due-date for Pumpers
- 12/05/2014 - Revised Bid due-date for Rescue Trucks

- 03/19/2015 - The last bid received on 12/05/14 for the Rescue Truck was reviewed and qualified by the Procurement Department.
- 03/24/2015 - Sent to full Council from the A&F Committee without a recommendation.

D. Financial Impact

The total amount of this purchase is \$7,414,912. This purchase was included in the FY15 ESD Budget, and funding is available in the ESD Budget and Fire Bond account. The amount of Fire Bond funds available is \$7,998,332. The remaining Fire Bond funds after purchasing the trucks will be used to purchase the small equipment needed. Funds for the purchase of one of the (1) Pumper fire trucks will come from the CDBG program. No other funds are needed.

The fire truck purchases break down as follows:

Aerial (1)	\$ 904,018
Pumpers (10 @ \$423,866)	\$4,238,660
Rescues (2 With Pump) (\$504,287)	\$1,008,574
Rescues (2 Without Pump) (\$419,897)	\$ 839,794
Small Equipment (Purchased later)	\$1,007,286

Total Bond Available	\$7,998,332
Total Bond Funds Used	\$6,991,046
CDBG Funds (Hopkins Pumper)	\$ 423,866

Total funds used on Purchase	\$7,414,912

E. Alternatives

1. Approve the bids for the purchase of one (1) Aerial fire truck from Peirce in the amount \$904,018, eleven (11) Pumper fire trucks from Rosenbauer in the amount of \$4,662,526 and four (4) Rescue fire trucks from KME in the amount of \$1,848,368. The total amount of the purchase is \$7,414,912, with \$6,991,046 coming from the Emergency Services Department’s Budget and Fire Bond account, and \$423,866 coming from Community Development Block Grant funds.
2. Do not approve the bids and select different vendors for the purchase of the fire trucks and Pumpers.
3. Do not approve the bids and re-initiate the purchasing process for the purchase of the fire trucks and Pumpers.

F. Recommendation

It is recommended that Council award bids to the following vendors:

One (1)Aerial	To Peirce	For \$ 904,018
Ten (10) Pumpers	To Rosenbauer	For \$4,238,660
Two (2)Rescues (With Pump)	To KME	For \$1,008,574
Two (2) Rescues (W/O Pump)	To KME	For \$ 839,794
One (1) Pumper (Grant)	To Rosenbauer	For \$ 423,866

Recommended by: Michael A. Byrd, Director
 Department: Emergency Services
 Date: March 30, 2015

G. Reviews

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

Procurement

Reviewed by: Cheryl Patrick

Date: 4-3-2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Jennifer Wladischkin conducted a thorough bid process followed by a lengthy evaluation phase, assisted by several key EMS personnel, due to the complexity of the requirements for these fire trucks. The results have been extensively documented. I concur with the recommendation for Award(s) as written in this ROA.

Grants

Reviewed by: Sara Salley

Date: 4/3/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The use of \$423,866 in CDBG funds is eligible under HUD federal regulations as long as the truck purchased with these funds is stationed at the Clarkson Street station in the Hopkins area.

Support Services

Reviewed by: Bill Peters

Date: 4/3/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

City of Columbia Fleet maintains and repairs the fire equipment.

Legal

Reviewed by: Elizabeth McLean

Date: 4/3/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 4/3/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

COUNCIL RULES:

a. After discussion between the Rules Committee Chair and Clerk to Council it has been determined that the rules of Richland County Council are efficient and outline the duties and responsibilities of each council member. Therefore, it is recommended that the committee review the current policies/procedures for any additional input/changes.

1. Allow members to electronically participate in standing committee meetings [**ACTION**]
2. Allow members to electronically participate during executive session [**ACTION**]

b. **MOTION:** Re-activate the Richland County Youth Commission. The youth commission has been inactive since 1998 and there are currently no existing or active members. This commission identifies youth-related problems or potential problems; implement programs to increase the awareness of the general population and elect officials of the needs and problems facing youth and their families; and they seek and administer federal, state and private funding for commission operations and for projects proposed by the commission pursuant to the powers enumerated herein [**ROSE**]

c. **MOTION:** Richland County Government also reviews the election of the Chair's rule which states that the chair should be elected yearly with two-thirds of its members. In conjunction with Councilman Jackson and Manning previous motions to have meaningful representation that the citizens have the opportunity to elect the chair like the citizens in Horry County. This will remove the responsibility of council members. If the Legislative Delegation would support the election of the chair by the citizens. Our current process is apparently flawed and personal; therefore, the people of Richland County deserve to have an adequate transparent representation [**DICKERSON**]

d. **MOTION:** In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on Committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal, et al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action [**PEARCE AND MANNING**]

e. **MOTION:** Review the terms of days missed per annum to continue to serve on the Planning Commission. Reason: With a nine member Commission and the importance of the body, as applications are time sensitive, there should not be any reason the Planning Commission cannot meet a quorum [**JACKSON AND MALINOWSKI**]

Richland County Council Request of Action

Subject

- a. Move for a resolution to honor State Highway Patrolman Thomas M. White for receiving the 2014 Richland County Trooper of the Year award. **[JACKSON, ROSE]**
- b. A Resolution supporting State efforts to find solutions to the funding needs for State maintained and operated roads and bridges without transferring the burden to Local Governments and opposing any actions taken by the General Assembly that through lack of State funding will lead to increased taxes on the citizens of Richland County **[PEARCE] [PAGES 210-211]**
- c. To have Richland County remove the lien off of the property located at 2045 Smith St., (Parcel # R13516-03-21) contingent on the property owner donating the land to the Atlas Road Community Organization **[WASHINGTON]**
- d. Prescribed Fire Council Resolution **[PEARCE]**

Richland County
RESOLUTION
In Support of Prescribed Fire

Columbia, South Carolina

WHEREAS, the Richland County Council recognizes that prescribed fire provides multiple ecological, economic and cultural benefits to the citizens of Richland County;

WHEREAS, prescribed fire is a traditional land management practice and public safety tool that helps prevent and lessen the severity of wildfires, reducing the loss of private property and saving lives while acting as a preventive measure saving taxpayers the cost and hazards to local government's public safety and fire fighting officials who respond to wildfires;

WHEREAS, prescribed fire is a valuable tool used by forest landowners and managers in reducing hazardous fuels, reducing the risk of destructive wildfires, preparing sites for both natural and artificial forest regeneration, improving access to and the appearance of land, and controlling detrimental insects and forest diseases;

WHEREAS, prescribed fire is used to restore and maintain fire-dependent ecosystems, and to manage wildlife habitat for many species;

WHEREAS, many rural economies depend on prescribed fire to manage habitat for game species such as white-tailed deer, wild turkey and bobwhite quail whose hunting economy is vital to South Carolina;

WHEREAS, prescribed fire is used to manage for songbirds and other non-game wildlife species, and for fire-dependent plants, and is a vital tool to maintain aesthetically-pleasing landscapes, all of which bring in substantial tourism dollars to South Carolina;

WHEREAS, the South Carolina Forestry Commission is authorized by various South Carolina state laws to control wildfires, administer burning laws, and provide other forestry assistance, and the commission promotes prescribed burning as a valuable forest management tool;

WHEREAS, the South Carolina General Assembly passed the Prescribed Fire Act in 1994 (amended in 2012), defining prescribed fire thus, "Prescribed fire means a controlled fire applied to forest, brush, or grassland, vegetative fuels under specified environmental conditions and precautions which cause the fire to be confined to a predetermined area and allow accomplishment of the planned land management objectives.";

WHEREAS, prescribed fire helps keep South Carolina's forests healthy -- and those forests, in turn -- provide ecological services such as clean air and clean water and contribute to the quality of life of the state's citizens and to local economies;

WHEREAS, prescribed fire practitioners provide public health benefits by burning under carefully-planned weather conditions, reducing the unplanned smoke from wildfires, thus contributing to the air quality of South Carolina by promoting healthy forests that serve as "air shed contributors;"

WHEREAS, prescribed fire is a traditional land management tool in the South that has been practiced for thousands of years and is an integral part of South Carolina's cultural and natural heritage;

NOW, THEREFORE, BE IT RESOLVED THAT the Richland County Council supports the appropriate and continued use of prescribed fire in South Carolina,

AND, BE IT FURTHER RESOLVED THAT the Richland County Council supports the South Carolina Forestry Commission, South Carolina Department of Natural Resources, Clemson University, The Nature Conservancy, the South Carolina Prescribed Fire Council and others as they strive to provide educational and technical assistance to landowners in an effort to recognize the benefits listed above,

AND, BE IT FURTHER RESOLVED THAT the Richland County Council urges Air Quality Regulators to work closely with all state agencies and landowners in a fair and balanced approach to smoke management,

This Resolution Adopted By the _____ this ____ day of _____

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda