



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Kit Smith	Greg Pearce	Joyce Dickerson, Chair	Kelvin Washington	Valerie Hutchinson
District 5	District 6	District 2	District 10	District 9

**SEPTEMBER 22, 2009
6:00 PM**

**2020 Hampton Street
Council Chambers**

CALL TO ORDER

APPROVAL OF MINUTES

1. July 28, 2009 Meeting [Pages 4-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Automatic Expungement Budget Amendment [Pages 8-10]
3. Hospitality Tax Budget Amendment (NE Entertainment Complex) [Pages 12-15]

4. Blythewood Intergovernmental Agreements [Pages 17-41]
5. Purchase of Menzi Muck Walking Excavator [Pages 43-44]
6. Roll Cart Contract Award [Pages 46-47]
7. Increase in Sidewalk Reimbursement [Pages 49-50]
8. Wrecker and Storage Charges Ordinance Amendment [Pages 52-55]
9. Title IV Funds Budget Amendment [Pages 57-58]
10. Election Commission Budget Amendment (Batteries) [Pages 60-65]
11. Lobby Display for Hamilton-Owens Airport [Pages 67-74]
12. Multi Modal Conference Support [Pages 76-79]
13. Phone Tree Messaging Software Purchase [Pages 81-82]

ITEMS FOR DISCUSSION / INFORMATION

14. Annual Financial Supplement to Chair
15. Farmers Market Motion [Pages 85-86]

ADJOURNMENT



Richland County Council Request of Action

Subject

July 28, 2009 Meeting [Pages 4-6]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
ADMINISTRATION AND FINANCE COMMITTEE
TUESDAY, JULY 28, 2009
9:30 P.M.**

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

=====

MEMBERS PRESENT

Chair: Joyce Dickerson
Member: Valerie Hutchinson
Member: L. Gregory Pearce, Jr.
Member: Kelvin E. Washington, Sr.

Absent: Kit Smith

ALSO PRESENT: Paul Livingston, Bill Malinowski, Norman Jackson, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Larry Smith, Stephany Snowden, Jennifer Dowden, Tamara King, Julie Wilkie, Erica Hink, Carl Gosline, Amelia Linder, Rodolfo Callwood, John Hixson, Bill Peters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 9:30 p.m.

APPROVAL OF MINUTES

June 23, 2009 (Regular Session) – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the agenda as distributed. The vote in favor was unanimous.

ITEMS FOR ACTION

Request to approve the renewal of a contract with Professional Pathology Services, PC to perform autopsies and postmortem examinations for the Coroner's Office for FY2009-2010 – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

Request to approve the purchase of a Microsoft "Software Assurance" from the vendor DELL/ASAP SOFTWARE on the South Carolina State Contract in an amount not to exceed \$120,811 – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

Request to approve the acceptance of a grant in the amount of \$19,000 from the South Carolina Project Safe Neighborhoods Program for a Part-Time Firearms Technician at the Richland County Sheriff's Department (Part-Time Personnel, No Match Required) – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

Request to approve the establishment of a list of qualified engineering and surveying firms with whom Richland County may negotiate and award contracts on an "as-needed basis – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to the September 1st Council meeting with a recommendation for approval. The vote in favor was unanimous.

Request to authorize the Procurement Director to determine the vendor deemed most advantageous by a Procurement Evaluation Team for a professional services contract for governmental affairs/political representation services – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to the September 1st Council meeting with a recommendation for approval. The vote in favor was unanimous.

Request to approve the recommendations of the Neighborhood Matching Grant committee for funding to eligible projects under the Neighborhood Matching Grant program – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

Request to approve the acceptance of an Energy Efficiency and Conservation Block Grant (EECBG) award in the amount of \$2,116,800 from the U. S. Department of Energy (DOE) contingent upon approval by the DOE (One Full-Time Personnel, No Match Required) – Ms. Hutchinson moved, seconded by Mr. Washington, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

A Resolution authorizing Richland County's consent to an amended agreement re-creating a Regional Transit Authority within the geographic area of Richland County and the municipalities therein to be known as the Central Midlands Regional Transit Authority – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to the September 1st Council meeting with a recommendation for approval. The vote in favor was unanimous.

Request to provide \$100,000 in mass transit fee funds to the Central Midlands Regional Transit Authority (CMRTA) for the purpose of providing local matching funds (20%) for the undertaking of three studies required under the terms of the Intergovernmental Agreement – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

Request to consider a property donation and purchase (\$2 million) proposal from South Capital Group, Inc. for approximately 189 acres of property located on Ridge Road in the Lower Richland Community – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward to the September 1st Council meeting a recommendation for denial and to refer this matter to the Recreation Commission for consideration. The vote in favor was unanimous.

Council Motion (Jackson): Request to consider proposals and locations for a possible Farmers Market in Richland County – Ms. Hutchinson moved, seconded by Mr. Pearce, to defer this item until the September committee meeting and for staff to perform due diligence on this item. The vote in favor was unanimous.

Council Motion (Pearce): Request to reverse the action proposed by the county regarding the termination of payroll deductions for county employees wishing to have their policies with Colonial Life Insurance remain in force, and to continue collecting these payments on behalf of Colonial Life – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 10:00 a.m.

Submitted by,

Joyce Dickerson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Automatic Expungement Budget Amendment [Pages 8-10]

Reviews

Richland County Council Request of Action

Subject: Request for Budget Amendments for FY '09-'10 Budget – Automatic Expungement Mandate – Court Administration, Magistrates, and Central Services

A. Purpose

County Council is requested to approve a budget amendment to add an additional \$72,213 to Court Administration's budget for FY '09-'10; an additional \$10,644 to the Magistrate's FY '09-'10 budget; and an additional \$7,300 to Central Services FY '09-'10 budget for the purpose of complying with the Uniform Expungement of Criminal Records Act.

B. Background/Discussion

Act Number 36 was effective June 2, 2009. The Act amends the Code of Laws of South Carolina to enact the "Uniform Expungement of Criminal Records Act." This act requires mandatory automatic Orders of Expungement for all State law offenses and County Ordinances with the exception of Violation of Seat Belt. Section 17-22-950 (a) states: "When criminal charges are brought in a summary court and the accused person is found not guilty or if the charges are dismissed or nolle prossed, pursuant to Section 17-1-40, the presiding judge of the summary court, at no cost to the accused person, immediately shall issue an order to expunge the criminal records of the accused person..."

This mandate creates a substantial additional workload for Court Administration and significantly increases costs for postage and supplies. In Central Court during June 2009, there were 694 cases eligible for Expungement Orders. In July, there were 676 cases eligible for Expungement.

C. Financial Impact

The projected \$72,213 cost for Court Administration includes the following:

- Deputy Clerk of Court - \$30,152 (salary + benefits cost for 10 months for a full-time position; annual cost - \$36,182)
- Two Part-time Summary Court Law Clerks - \$32,250 (25 hours per week for each employee @ \$15 per hour for 10 months; annual cost - \$39,000)
- Copier Costs - \$2,100 annual cost
- Non Capital - \$6,000 – one-time costs for two printers, two computers, two desks, two keyboards, two secretarial chairs and two locking file cabinets.
- Office Supplies - \$1,711 – annual cost (paper, envelopes, and other supplies)

The projected \$10,644 cost for Magistrates includes the following:

- Postage - \$10,138 annual cost
- Office Supplies – \$506 annual cost (paper and envelopes)

The projected \$7,300 cost for Central Services includes the following:

- Postage - \$6,800 annual cost
- Fuel – \$500 annual cost (for additional mail runs due to increased volume)

D. Alternatives

1. Approve the request for a budget amendment to provide funds to enable the three impacted areas of operations to process the Automatic Expungements. Approval would enable compliance with Act 36 – Uniform Expungement of Criminal Records Act.
2. Do not approve. If the request is not approved, the three affected operational components will not have the funding available to comply with the recently enacted Code of Laws of South Carolina requirement for automatic expungements for all State law offenses and County ordinances with the exception of Violation of Seat Belt.

E. Recommendation

It is recommended that Council approve the request for a budget amendment to Court Administration’s FY ’09-’10 budget for additional funds in the amount of \$72,213; for a budget amendment to the Magistrate’s FY ’09-’10 budget for additional funds in the amount of \$10,644; and for a budget amendment for Central Services’ FY ’09-’10 budget for additional funds in the amount of \$7,300.

Recommended by: Wanda Kelly **Department:** Court Administration **Date:** 09/11/2009

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is not based on the merits of the request but the lack of identified funding source. Approval would require a budget amendment and identification of a funding source. Based on the ROA there is no funding source identified therefore it is a request to utilize fund balance which would be funding recurring expenses with one-time revenues. This could have a negative effect the County’s ability to meet the long-range funding plans therefore it is recommended that the County be cautious with setting a precedent for other funding request.

Legal

Reviewed by: Larry Smith

Date: 9-15-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

Reviewed by: Sparty Hammett

Date: 9-15-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend using fund balance to address the current (FY09-10) need to meet compliance with the Uniform Expungement of Criminal Records Act. Future funding will be identified during the FY10-11 budget process.

Richland County Council Request of Action

Subject

Hospitality Tax Budget Amendment (NE Entertainment Complex) [Pages 12-15]

Reviews

Richland County Council Request of Action

Subject: Northeast Entertainment Complex Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$100,000 for the next steps in the Design-Development Phase of the Northeast Entertainment Complex.

B. Background / Discussion

At the September 1, 2009 Council meeting, Council approved a motion to allow staff to use up to \$100,000 from the designated \$5,000,000 FY 10 Hospitality Tax funds for the next steps in the design-development phase of the Hospitality Tax Ordinance-Prescribed Northeast Entertainment Complex.

Further, staff is to work with the consultant team to develop a 10 – 15 year timeline for this project, and is to present this information to Council for approval.

It is at this time that staff is requesting Council's approval of the \$100,000 budget amendment (ordinance attached) in order to proceed with Council's motion.

C. Financial Impact

The financial impact to the County will be \$100,000 of the \$5,000,000 designated FY 10 Hospitality Tax funds from the Hospitality Tax Fund Balance.

D. Alternatives

1. Approve the request to approve a budget amendment in the amount of \$100,000 for the next steps in the Design-Development Phase of the Northeast Entertainment Complex.
2. Do not approve a budget amendment in the amount of \$100,000 for the next steps in the Design-Development Phase of the Northeast Entertainment Complex. Without funding, however, the consultants are more than likely not going to be as willing to proceed with the Council motion, as the next steps in this project are very staff and time intensive.

E. Recommendation

It is recommended that County Council approve a budget amendment in the amount of \$100,000 for the next steps in the Design-Development Phase of the Northeast Entertainment Complex.

Recommended by: Roxanne M. Ancheta Department: Administration Date: 9-9-09

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9-9-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available as stated

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/9/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date: 9-10-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The recommendation for denial is based on the fact that there is no contract outlining the scope of work and what the county expects from the contractor in consideration for the \$100,000.00

Administration

Reviewed by: Roxanne M. Ancheta

Date: 9-10-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Although a contract is not currently in place, contractual negotiations are ongoing, per direction from Council. This item needed to proceed at this time, as it will require three readings and a public hearing. The contractual negotiations will be completed well in advance of the three readings and public hearing. The contract will clearly outline the scope, and amount to be paid to complete that scope. Further, the Procurement and Legal Departments will be involved in the contractual negotiations process. None of these funds will be expended until a formal contract is in place.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX FUND DESIGNATED FUND BALANCE FOR THE NEXT STEPS IN THE DESIGN-DEVELOPMENT PHASE OF THE NORTHEAST ENTERTAINMENT COMPLEX.

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 one hundred thousand (\$100,000) be appropriated to the FY 2009-2010 Hospitality Tax Fund for the next steps in the design-development phase of the Northeast Entertainment Complex. Therefore, the Fiscal Year 2009-2010 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2009 as amended:	\$ 4,779,545
Appropriation of Hospitality Tax designated fund balance	<u>100,000</u>
Total Hospitality Fund Revenue as Amended:	\$ 4,879,545

EXPENDITURES

Expenditures appropriated July 1, 2009 as amended:	\$ 4,779,545
Increase to Hospitality Tax:	<u>100,000</u>
Total Hospitality Tax Fund Expenditures as Amended:	\$ 4,879,545

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 _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Blythewood Intergovernmental Agreements [Pages 17-41]

Reviews

Richland County Council Request of Action

Subject: The Town of Blythewood Intergovernmental Agreements

A. Purpose

Council is requested to approve in concept the attached Intergovernmental Agreements (IGA's) between Richland County and the Town of Blythewood regarding Animal Care, Traffic and Street Signs, Municipal Judge, Taxes, and Solid Waste Collection.

B. Background / Discussion

Correspondence from Blythewood's Town Attorney (Lee W. Zimmerman) is attached, along with the IGA's. The departments impacted by each of the IGA's were forwarded the information, and the directors of those departments were requested to respond to the impact of the IGA's on current and future operations. The responses from those directors are below, and their requested revisions (if applicable) have been made by the Legal Department, and are attached for your review.

Traffic and Street Signs IGA:

Per David Hoops, the Department of Public Works presently maintains signs in the town of Blythewood. This agreement would not affect that operation.

The Revisions #1 and 2 to the 2003 MUTCD require that:

1. A sign inventory system be in place in Jan. 2112. We anticipate that it will be necessary to use consultant services to achieve the field evaluation. If we include all communities served, there will be an added cost for those services. A rough estimate of the consultant evaluation county wide is \$50,000 and Mr. Hoops estimates Blythewood's share to be \$5,000.
2. All traffic control devices (stop, yield, speed limit sign, etc.) have to conform to the new reflectivity standards in Jan. 2015. That date is past the 4 years in the agreement, but will need to be addressed in the future. Per Mr. Hoops, until we complete the inventory, we have no way to anticipate the total cost or Blythewood's share.
3. All street name signs have to conform to reflectivity and size standards in Jan. 2018. Again, past the 4 years of this agreement, and can't be estimated until the inventory is completed.

Comments on the agreement:

1. Item 1. should include a statement that the cost of the MUTCD upgrades will be covered by the community.
2. Item 2. should include a statement that emergency replacement of traffic control signs does not require town approval.

Animal Care IGA

Per Sandra Haynes, Director of Animal Care: I do not have any recommended changes to the IGA with the town of Blythewood. This IGA allows the department to enforce the animal ordinance in the Town of Blythewood in the same manner as operated in the unincorporated areas of the County. There is no additional cost associated with the request.

Solid Waste Collection IGA

Per Paul Alcantar, Solid Waste Director: I have reviewed the agreement for continuing to provide Solid Waste Services to the Town of Blythewood and see no impact to operations or any additional cost in the continuation of the current level of service we are providing. I have listed my recommendation for changes to the letter below.

1 I would suggest we remove Public Works department and insert Solid Waste

#2 the second paragraph reads The revenues generated therefore shall be deposited with the Richland County Treasurer and shall be used for the purpose of operating the roll cart and recycling system, I would suggest adding (and all cost associated with the solid waste program).

Municipal Judge

Per the Legal Department, the recommendations are as follows: The Municipal Judge agreement should be updated with the particular Magistrate's name when that is available. Further, verbiage has been added on #2.

Taxes

Per the Treasurer's Office: Treasurer Adams and his staff reviewed the Blythewood Intergovernmental Agreement relating to Taxes. One change needs to be made on line 2 of Item 5 at the top of page 2, "entire 2005 tax year" needs to be updated to say "entire 2009 tax year." Once that change is made, we are in agreement with the remaining language.

C. Financial Impact

Varies per IGA.

D. Alternatives

1. Approve in concept all of the intergovernmental agreements with the Town of Blythewood as amended.
2. Do not approve the intergovernmental agreements with the Town of Blythewood.

E. Recommendation

Approve in concept. Administration will finalize recommendations before the October 6, 2009 Council Meeting.

J. Milton Pope, County Administrator
September 17, 2009

July 28, 2009

Lee W. Zimmerman

lzimmerman@mcnair.net
T (803) 799-9800
F (803) 753-3219

Mr. Milton Pope
Richland County Administrator
2020 Hampton Street
Room 4058
Columbia, South Carolina 29202

Re: Intergovernmental Agreements
Richland County and Town of Blythewood

Dear Administrator Pope:

In a recent email to John Perry, Town Administrator for the Town of Blythewood, you asked Mr. Perry to have the Town Attorney forward the draft intergovernmental agreements to you for your legal department's review. Enclosed with this letter are five draft intergovernmental agreements covering Animal Care, Traffic and Street Signs, Municipal Judge, Taxes, and Solid Waste Collection. As the Town Attorney for the Town of Blythewood, I am available to meet with you or the county attorney to discuss these agreements in more detail.

Thank you for your assistance in this matter. If you have any questions, please contact me at 799-9800.

Sincerely,

McNAIR LAW FIRM, P.A.



Lee W. Zimmerman
Town Attorney
Town of Blythewood

LWZ:cb
Enclosures

cc: John Perry

McNair Law Firm, P. A.
The Tower at 1301 Gervais
1301 Gervais Street, 11th Floor
Columbia, SC 29201

Mailing Address
P.O. Box 11390
Columbia, SC 29211

mcnair.net

RECEIVED
09 JUL 31 AM 9:50
RICHLAND COUNTY
ADMINISTRATORS OFFICE

STATE OF SOUTH CAROLINA)
)
RICHLAND COUNTY)

INTERGOVERNMENTAL AGREEMENT
(Animal Care)

THIS AGREEMENT entered into this ____ day of _____, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated April 25, 1983 for animal care services within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to continue providing the Town said animal care services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable. The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags.

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

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

2. The Town shall, within a reasonable time after signing of this Agreement, amend Chapter 90 of the Town of Blythewood Code of Ordinances, or enact a new ordinance to adopt the current Richland County Animal Care Ordinance and all subsequent amendments thereto.

3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

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

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

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County.

The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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

WITNESSES:

RICHLAND COUNTY

By: _____
Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Mayor

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

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

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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

WITNESSES:

RICHLAND COUNTY

By: _____
Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Mayor

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

INTERGOVERNMENTAL
AGREEMENT
(Municipal Judge)

This Agreement made and entered into by and between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County", and the TOWN OF BLYTHEWOOD, a political subdivision of the State of South Carolina, hereinafter referred to as the "Town".

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

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

WHEREAS, the County is willing to permit the Richland County Magistrate to serve as the Town of Blythewood Municipal Court Judge; and

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

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

1. The Richland County Magistrate shall serve as the Blythewood Administrative Municipal Court Judge.
2. The Richland County Magistrate shall perform all functions and provide such services to the Town as have been customarily rendered by the Town's Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon.
3. While actually performing the functions and duties of the Administrative Municipal Court Judge, the Richland County Magistrate shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.
4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum of fifty dollars per month, the said sum being due on the last day of each and every month that said services are rendered. That said sum shall constitute total compensation to the Richland County Magistrate. The Town shall additionally be responsible for all sums for its portion of FICA withholding and retirement and any other sums customarily paid by an employer.

5. That all sums paid to the County for the services of the Richland County Magistrate shall be reimbursed to the Richland County Magistrate less the deductions set forth in paragraph four above.
6. This Agreement may at any time be terminated by the Town Council of Blythewood or the Richland County Magistrate by giving the County thirty (30) days written notice of their desire to terminate the Agreement.
7. The Agreement may be amended, modified or changed by written agreement of the County and the Town and the Town reserves the right to increase that portion of compensation rendered to the Richland County Magistrate for his services without approval of Richland County.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Administrator or Richland County and the Town has, by direction of its Town Council, caused the Agreement to be executed this ____ day of _____, 2009, which shall be known as the effective date of this Agreement.

For the Town of Blythewood

For the County of Richland

Mayor

County Administrator

AND I DO SO CONSENT AND AGREE:

Richland County Magistrate

entire 2005 tax year, as well as all subsequent years during the term of the Agreement.

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

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

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

WITNESSES:

RICHLAND COUNTY

By: _____
Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Mayor

year first above written.

WITNESSES:

RICHLAND COUNTY

By: _____
Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Mayor

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

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

2. The Town shall, within a reasonable time after signing of this Agreement, amend Chapter 90 of the Town of Blythewood Code of Ordinances, or enact a new ordinance to adopt the current Richland County Animal Care Ordinance, and all subsequent amendments thereto.

3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

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

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

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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

WITNESSES:

RICHLAND COUNTY

By: Paul Livingston, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD

By: _____,
Blythewood Mayor

signs within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

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

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

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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

WITNESSES:

RICHLAND COUNTY

By: Anthony G. Mizzell, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD

By: _____,
Blythewood Mayor

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL
AGREEMENT
(Municipal Judge)**

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

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

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

WHEREAS, the County is willing to permit the Richland County Magistrate to serve as the Town of Blythewood Municipal Court Judge; and

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

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

1. The Richland County Magistrate shall serve as the Blythewood Administrative Municipal Court Judge.
2. The Richland County Magistrate shall perform all functions and provide such services to the Town as have been customarily rendered by the Town’s Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon. The provision of such services shall be in a time and manner so as not to interfere with the Richland County Magistrate’s regular duties with Richland County.
3. While actually performing the functions and duties of the Administrative Municipal Court Judge, the Richland County Magistrate shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.
4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum of fifty dollars per month, the said sum being due on the last day of each and every month that said services are rendered. That said sum shall constitute total compensation to the Richland County Magistrate. The Town shall additionally be responsible for all sums for its portion of FICA withholding and retirement and any other sums customarily paid by an employer.

5. That all sums paid to the County for the services of the Richland County Magistrate shall be reimbursed to the Richland County Magistrate less the deductions set forth in paragraph four above.
6. This Agreement may at any time be terminated by the Town Council of Blythewood or the Richland County Magistrate by giving the County thirty (30) days written notice of their desire to terminate the Agreement.
7. The Agreement may be amended, modified or changed by written agreement of the County and the Town and the Town reserves the right to increase that portion of compensation rendered to the Richland County Magistrate for his services without approval of Richland County.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and the Town has, by direction of its Town Council, caused the Agreement to be executed this day of _____, 2009, which shall be known as the effective date of this Agreement.

WITNESSES:

RICHLAND COUNTY

 By: Paul Livingston, Richland
 County Council Chairperson

TOWN OF BLYTHEWOOD

 By: _____,
 Blythewood Mayor

AND I DO SO CONSENT AND AGREE:

 Richland County Magistrate

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

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

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

WITNESSES:

RICHLAND COUNTY

By: Paul Livingston, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD

By: _____
Blythewood Mayor

WITNESSES:

RICHLAND COUNTY

By: Paul Livingston, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD

By: _____,
Blythewood Mayor

Richland County Council Request of Action

Subject

Purchase of Menzi Muck Walking Excavator [Pages 43-44]

Reviews

Richland County Council Request of Action

Subject: Purchase of Menzi Muck Walking Excavator

A. Purpose

County Council is requested to approve the purchase of a replacement Menzi Muck Walking Excavator in the amount of \$220,400.00 for the Roads and Drainage Division of the Department of Public Works.

B. Background / Discussion

The Menzi Muck is a specially designed excavator with four independently functioning legs intended to be used in areas of sloping terrain or wet, marshy areas. It is especially useful in the maintenance of storm water drainage systems.

The unit currently owned by the County is a 2000 model, and is simply worn out. In excess of \$11,000.00 has been spent on repairs over the last two years as the equipment has reached the end of its useful life cycle. More importantly, the resulting downtime significantly impacts the ability of the Roads and Drainage division to respond to many job requests that require this equipment.

Menzi USA Sales is the United States distributor and was the successful responder to the bid conducted by the Procurement Department. The funding was contained in the FY09 budget, and has been rolled over to accommodate this purchase.

C. Financial Impact

The financial impact to the County will be the purchase cost of \$220,400.00, available in the budget of the Roads and Drainage Division of the Department of Public Works.

The budget account is 3020735-5314.

The cost breakdown is as follows:

Menzi Muck A61B, 4X2	\$211,900.00
Power Grip 4 in 1 Bucket	\$ 8,100.00
South Carolina Sales Tax (7%)	\$ 15,400.00
Trade-In of 2000 Model	\$ (15,000.00)
Total Price	\$220,400.00

D. Alternatives

1. Approve the request to purchase the Menzi Muck excavator from Menzi Sales USA. This will allow the Roads and Drainage division to efficiently and effectively maintain the storm drain system.

2. Do not approve the request to purchase the Menzi Muck, which would force the County to continue to spend funds to repair this piece of equipment. Additionally, the resulting repair downtime would continue to hinder the effectiveness of the Roads and Drainage program.

E. Recommendation

It is recommended that County Council approve the request for the purchase of the Menzi Muck Walking Excavator.

Recommended by: Bill Peters Department: Support Services Date: 09/01/09

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 9/09/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Funds are budgeted as stated

Procurement

Reviewed by: Rodolfo Callwood Date: 9/9/09
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date: 9-9-09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 9/09/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Richland County Council Request of Action

Subject

Roll Cart Contract Award [Pages 46-47]

Reviews

Richland County Council Request of Action

Subject: Purchase of 95 Gallon Roll Carts: Contract RC-015-BV-0809

A. Purpose

County Council is requested to authorize the Procurement Department to award and enter into a Contract with OTTO Environmental Systems Of North America, INC.

B. Background / Discussion

The solid waste department purchases 5000 95-gallon roll carts annually for our MSW curbside collection program. The contract with our previous vendor was scheduled to expire this year as a result public notice was advertised to all interested parties.

A Mandatory Pre-Bid Conference was scheduled on Wednesday, March 18, 2009 @ 1:00 p.m. Local Time and a request for proposals for the best value bid was due April 2, 2009.

All proposals received underwent a screening process and roll carts were tested by County staff. As a result of this process it was determined that OTTO environmental Systems of North America was the best value.

C. Financial Impact

The Solid Waste Department is an enterprise fund and this purchase will not have any adverse effect on the departments budget. A sum of \$310,500.00 has been budgeted in the 2009 -2010 budget year for the purchase of new roll carts. Annually the solid waste department purchases 5000, 95-gallon new roll carts for replacement of damaged carts or new service startups.

D. Alternatives

1. Approve the request to authorize the procurement department to award and enter into a contract with OTTO Environmental Systems of North America.
2. Do not approve the request.

E. Recommendation

It is recommended that Council approve the Procurement Department to award and enter into a contract with OTTO Environmental Systems of North America.

Recommended by: Paul Alcantar

Department: Solid Waste

Date: 06/05/09

F. Reviews

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

Finance

Reviewed by (Finance Director): Daniel Driggers Date: 9/09/09

✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation: Solid Waste is an enterprise fund with separate funding sources and dollars are available as stated.

Procurement

Reviewed by: Rodolfo Callwood Date: 9/9/2009

Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date: 9-9-09

✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 9/10/09

✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation: Funds are budgeted as indicated above. No additional funding is required.

Richland County Council Request of Action

Subject

Increase in Sidewalk Reimbursement [Pages 49-50]

Reviews

Richland County Council Request of Action

Subject: Increase in Sidewalk Reimbursement

A. Purpose

County Council is requested to increase the allocation of funds for C PCN 35656, SCDOT State Road Sidewalk Program, from \$40,000.00 to \$265,085.04. This project is identified as the installation of sidewalks along Beatty Road (S-311), Padgett Road (S-70), and Percival Road (SC-12).

B. Background / Discussion

The SCDOT was originally allocated \$40,000.00 for the State Road Sidewalk Program, but are requesting the allocation of funds be increased to \$265,085.04 in order to fully support the entire scope of the project. **This project is already under contract and is under construction.**

C. Financial Impact

There is no financial impact to the County. This is a 100% reimbursable award that requires no match from the County.

D. Alternatives

1. Approve the request to increase the allocation of funds to \$265,085.04 to support the installation of state road sidewalks.
2. Do not approve the request to increase the allocation of funds and the C-Fund will go unused due to inadequate funding for the installation of state road sidewalks along Beatty Road, Padgett Road, and Percival Road.

E. Recommendation

It is recommended that Council approve the request to increase the allocation of funds for the SCDOT State Road Sidewalk Program from \$40,000.00 to \$265,085.04 in order to fund the installation of sidewalks along Beatty Road (S-311), Padgett Road (S-70), and Percival Road (SC-12).

Recommended by: J. Stacy Culbreath, P.E., Asst. County Engineer

Department: Public Works- Engineering Date: 9/10/09

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9-10-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 7

Attachment number 1
Page 1 of 2

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 9/10/09

Recommend Council denial

Legal

Reviewed by: Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date: 9-15-09

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date: 9/15/09

Recommend Council denial

Richland County Council Request of Action

Subject

Wrecker and Storage Charges Ordinance Amendment [Pages 52-55]

Reviews

Richland County Council Request of Action

Subject: Ordinance Amendment: Wrecker and Storage Charges

A. Purpose

County Council is requested to approve a change in Ordinance for Sec.25-20.Wrecker and storage charges.

B. Background / Discussion

Change is required so that the charges by the towing rotation are consistent with other surrounding law enforcement agencies and comply with the charge to the citizen when they pick up the towed vehicle.

The current rates are defined in the attached Proposed Ordinance.

C. Financial Impact

There is no financial impact associated with this request to the Sheriff's Department; this cost is incurred by the citizen.

D. Alternatives

- 1) Approval of this request will eliminate incorrect information given to the vehicle owner.
- 2) Not to approve this change creates confusion and frustration to the citizen when they are told by the towing company that the fees are actually more than the amount quoted by the Sheriff's Department.

E. Recommendation

It is recommended that Council approve the request to comply with current charges.

Recommended by: Chief Dan Johnson Department: Sheriff Date: August 14, 2009

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/09/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9-9-09

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 09/09/09

Recommend Council denial

Current Ordinance:

Sec. 25-20. Wrecker and Storage charges.

(a) A basic tow charge of \$75 shall be made for the use of a wrecker (other than a large wrecker) called to tow a vehicle pursuant to the provisions of this article. An additional charge of \$50 per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. a dolly assembly) is required in order to appropriately move the vehicle. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$150 shall be made, plus an additional charge of \$150 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violations or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon immediate payment of \$25 to the wrecker operator if a basic tow truck was called or upon payment of \$50 to the wrecker if a large tow truck was called.

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

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

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

(Ord. No. 764-81, § VIII, 1-7-81; Ord. No. 070-00HR, § I, 11-14-00)

Proposed Ordinance:

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

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

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

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

(Ord. No. 764-81, § VIII, 1-7-81; Ord. No. 070-00HR, § I, 11-14-00)

Richland County Council Request of Action

Subject

Title IV Funds Budget Amendment [Pages 57-58]

Reviews

Richland County Council Request of Action

Subject: Budget Amendment: Sheriff Title IV Funds

A. Purpose

County Council is requested to approve an amendment to the fiscal year 2010 budget for the Title IV funds based on updated revenue numbers.

B. Background / Discussion

During the FY10 budget process, Administration recommended and Council voted to fund the Sheriff Department Title IV fund at the level of expected revenues of \$55,000. This is a special revenue fund therefore funds are restricted and is balanced based on the available revenues. The requested budget of \$65,000 was reduced during the process to be in line with the estimated expenditures.

Since third reading of the budget, the preliminary numbers for year ending June 30, 2009 reflect that the actual revenue collections for the fund will exceed the current year budget by an estimated additional \$14,000. This is adjusted for compliance with the County's internal fund balance guidelines. Therefore, appropriating the additional funds would allow the sheriff's department title IV program to be funded at the requested level and support more of the program cost with the special revenue monies. The additional funds would be used to fully cover the cost of radio/telephone service.

C. Financial Impact

The financial impact to the Title IV special revenue budget will be an increase in the budget of \$10,000 using available fund balance.

D. Alternatives

1. Approve the budget amendment to utilize the \$10,000 fund balance.
2. Do not approve the budget amendment.

E. Recommendation

The funds have a restricted use therefore it is recommended to approve alternative one.

Recommended by: Daniel Driggers Department: Finance

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 09/09/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date: 9-9-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 09/09/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Election Commission Budget Amendment (Batteries) [Pages 60-65]

Reviews

Richland County Council Request of Action

Subject: Budget Amendment- Election Commission

A. Purpose

County Council is requested to approve an amendment to the Election Commission budget in the amount of \$81,000 for the purpose of replacing the motherboard batteries in the iVotronic electronic voting machines and the batteries in the PEB's ("PEB" is the Personal Electronic Ballot cartridge that activates the machine for voting) used to activate the machines at the precincts.

B. Background / Discussion

The State Election Commission recently advised all counties that it was mandatory to replace the motherboard batteries in our electronic voting machines prior to the June 2010 Statewide Primary Elections. These machines, purchased by the state in 2005, and given to counties as part of the Help America Vote Act, are nearing maturity and the batteries must be replaced. (See attached documentation.)

C. Financial Impact

The county has three options regarding this procedure:

Option # 1: \$49.95 per machine – work done at factory

937 machines x \$49.95 = \$46,803.15

934 PEB's x \$10.00 = \$9,340.00

Total: \$56,143.15 plus tax – plus transportation cost to and from Fayetteville
(estimates run from \$10,000 to \$15,000 depending on the method used)

Option # 2: \$69.95 per machine – work done in our warehouse

937 machines x \$69.95 = \$65,543.15

934 PEB's x \$10.00 = \$9,340.00

Total: \$74,883.15 plus tax

Under Option #2 the work would be performed in our warehouse by technicians from the factory.

Option # 3: \$26.95 per battery plus cost of trained county technician

937 batteries x \$26.95 = \$25,252.15

934 PEB's x \$10.00 = \$9,340.00

Total: \$34,592.15 plus tax plus county technician charges

The county technician is a contracted individual.

Note: There are fewer PEB's than machines because three units are used for programming and training.

Considering we have 937 machines in the county's inventory with a value of over three and a half million dollars, it is neither wise nor practical to transport them over 300 miles there and back to have this procedure performed. There is just too big of a risk associated with that option. Likewise, the option of having a county technician doing the work in the warehouse also has a huge risk involved. Risks associated with this option include cost of motherboard replacement at \$800.00 per motherboard and \$395.00 per iVotronic screen if they are damaged by county technician while battery is being replaced. It would just take a couple of errors to damage a machine or two to increase the costs dramatically. By having the factory send their technicians to Columbia to do the work, the machines would never leave the warehouse, and if they damage a machine, they would foot the bill for the cost.

D. Alternatives

1. Approve the request to amend the Election Commission budget in the amount of \$81,000.00 to accomplish this request. (The \$81k figure includes taxes.)
2. Do not approve and face the possibility of machine failures come election time in 2010.

E. Recommendation

Under the directive given to us by the State, and after carefully considering each option and the variables and liabilities associated with each, it is our conclusion that Option # 2 provides the most cost effective solution to replacing these batteries.

It is therefore recommended that Council approve the request to amend the Election Commission's budget in the amount of \$81,000.00 to replace these batteries prior to the elections of 2010.

Recommended by: Mike Cinnamon Department: Elections Date: 8-10-09

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 9-15-09
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: waiting outstanding questions

Legal

Reviewed by: Larry Smith Date: 9-15-09
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Council discretion

Administration

Reviewed by: Stephany Snowden Date: 9-15-09
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Attached are copies of correspondence from the State Election Commission to all counties regarding the battery updates.

June 22 UPDATE - ES&S has been asked for a quote on training County Voting Machine technicians (at a central location) to replace the motherboard battery and the cost of the battery. Replacement of the battery will require a county to purchase soldering equipment and the technicians will need experience with electrical circuits. The ES&S response will be posted when it is received.

At the January 2009 SCARE Conference, Patrick Lee reminded counties during a voting system users group meeting that the useful life of iVotronic motherboard batteries was quickly expiring. The original post in 2007 notifying of this situation,

http://county.scvotes.org/voting_system/2007/12/14/clarification_regarding_peb_and_ivotronic_battery_life_expectancy,

explains the life expectancy of the PEB and iVotronic motherboard/CPU batteries. Most batteries in South Carolina will expire prior to the 2010 General Election.

Marci and I have been in negotiations with ES&S and PrintElect since February to provide the most cost effective solution to replacing these batteries. We started with a cost of \$190.00 per voting unit and have negotiated down to the options listed below:

Option 1 - Motherboard and PEB Battery replacement at
PrintElect \$ 59.95

Option 2 - Motherboard, PEB Battery replacement, and preventative maintenance at
PrintElect \$ 69.95

Option 3 - Motherboard and PEB Battery replacement on-site in
county \$ 79.95

Option 4 - Motherboard, PEB Battery replacement, and preventative maintenance on-site in
county \$ 89.95

Note: if you do not need PEB battery replacement, subtract \$10.00 from each price.

We are still in negotiations with ES&S but wanted to present you with the latest pricing for your budget preparations. If the on-going negotiations lower the costs or if additional options become available, I will notify you through this posting.

****August 3, 2008 Update**** The options listed below in this story are the only options available for changing iVotronic motherboard batteries in South Carolina. Any other option will be in violation of State law.

Negotiations with ES&S concerning motherboard battery replacement on iVotronic machines in South Carolina is complete. These machines, purchased in 2004/2005, are nearing maturity and must be replaced prior to the June 2010 primary. Supervisor and training terminals may also need an upgraded battery. The following options are available to SC counties:

Option 1 - \$49.95 per machine

- Send machines to PrintElect in Fayetteville, NC, to have motherboard battery replaced.
- Price includes battery and labor.
- County pays for shipping and/or transportation to and from PrintElect.
- PrintElect will dismantle the unit, replace battery, reassemble unit, and fully test for proper operation
- Turn-around time is approximately 7-10 days (this may vary for larger counties)

Option 2 - \$69.95 per machine

- PrintElect technicians will come to county and replace motherboard battery.
- price includes battery, labor and travel for PrintElect technician
- PrintElect will dismantle the unit, replace battery, reassemble unit, and fully test for proper operation

Option 3 - \$26.95 per battery plus travel for county technician

- Trained qualified county technician will replace motherboard battery.
- technician must attend 2 half day training sessions held on two different days. If technician has proof of prior training in electrical wiring and soldering, they will be exempt from the 1/2 day class at Midlands Technical College but are still required to attend 1/2 day PrintElect training.
- Technician will be trained on how to splice a new battery onto the motherboard, solder, shrinkwrap the spliced area, and fully test the machine for proper operation
- Cost of travel to and from training in Columbia is paid by county. Training facility and instructor costs for Midlands Technical College and PrintElect will be paid with State funds.
- Cost for tools needed (estimate \$150) to change batteries is a county responsibility
- Technician must pass testing assessment before being allowed to work on machines.
- Risks associated with this option include cost of motherboard replacement are costs of \$800 per motherboard and \$395 per iVotronic screen if they are damaged by technician while battery is being replaced.

Attached is a picture of the motherboard with a spliced battery. After the training is delivered, a checklist will be created outlining all steps necessary to replace the battery and fully test the machine. A list of tools needed will be given to counties desiring to replace their own batteries.

In regards to Option 1 and 2, if you wish to have Preventative Maintenance done on the machines, add an additional \$10.00 to the cost. If you wish to have PEB batteries replaced, add an additional \$10.00 to the cost.

Counties are asked to contact their SEC contact - Cecil, Scott or Sheack - ASAP or by July 24, 2009 and indicate which option they will take.

Richland County Council Request of Action

Subject

Lobby Display for Hamilton-Owens Airport [Pages 67-74]

Reviews

Richland County Council Request of Action

Subject: Hamilton-Owens Airport Display

A. Purpose

Richland County Council is being asked to approve the design funding of proposed lobby display/kiosk honoring Jim Hamilton and L.B. Owens.

B. Background / Discussion

At the direction of Richland County Council, the Office of Public Information did extensive research on airport display(s) that would pay proper homage to the airport founders. After consulting with Mr. Jim Hamilton, a representative from Historic Columbia, and several sign and design companies, the office is recommending a sleek and modern multi-media design. The design includes two “19 inch video monitors that would play historic movie-tone film of the original airport grand opening, as well as new footage of the modern airport. The proposed display would free-up floor space and require no cabinetry.

C. Financial Impact

The Office of Public Information has consulted with several companies and has concluded that the cost of such a display ranges from \$10,200.00 to \$7,647.00. This costs includes of media as well as a one year warranty on parts and labor.

Proposed Cost (Turn-Key)

Company	Cost
Sign Boss	\$7,647.00
Skyline Exhibits	\$9,793.64
Flagship Signs	\$10,200.00

D. Alternatives

1. The alternatives are to approve the design request and budget amendment or to not approve the design or budget amendment.

E. Recommendation

It is recommended that Council review and approve the request to move forward with the design and funding of the proposed Jim Hamilton-L.B. Owens Airport Display.

Recommended by: Stephany Snowden

Department: PIO

Date: 09/10/09

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/14/09

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation: Recommendation is not based on the merits of the request but that no funding source is identified. Approval would require the identification of funds and may require a budget amendment.

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/14/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date: 9-15-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

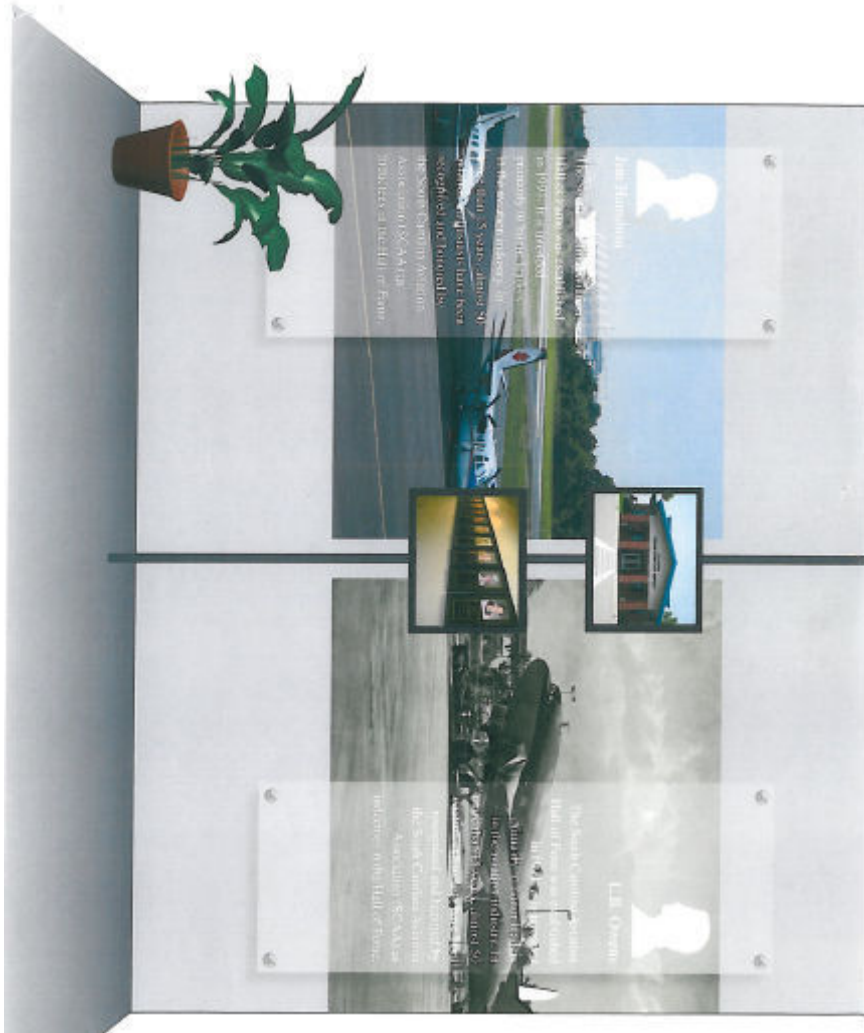
Reviewed by: Tony McDonald

Date: 9/15/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, with funding to come from the balance of the money that was donated by outside organizations for interior furnishings when the Airport Terminal Building was constructed in 2005. The amount of the remaining funds is approximately \$12,000.



From: Mark Lowery [<mailto:mark@flagshipsigns.com>]
Sent: Friday, August 21, 2009 1:41 PM
To: STEPHANY SNOWDEN
Cc: Phil Duke
Subject: Re: Qwens Field

Stephany,
I met with Robbie on Friday of last week and we looked over the project. After looking over the specs. this is a go for us. Robbie told me that we will be working with Richland County on this project. Will all the billing go thru you? Can we meet at the first of the week to get this project moving. We are looking at 4 to 5 week turn around time from receipt of deposit. The project is for \$10,200.00. The required deposit amount will be \$5,100.00 with the balance due upon completion. Look forward to meeting with you next week.

Thanks,
Mark Lowery
----- Original Message -----
From: [STEPHANY SNOWDEN](#)
To: mark@flagshipsigns.com
Sent: Thursday, August 13, 2009 10:36 AM
Subject: stephany snowden





Exhibits & Design

Tagname Jim Hamilton LB Owens Airport Display

Proposal To:
Richland County Government
Stephany Snowden

Ship To:

Phone: (803)576-2065

Phone:

Quote

Quote # SEDQ4356
Date 08/27/09
Marketing Consultant Tim Carter
Email tcarter@skylinexd.com

Qty	Description	Unit Price	Ext. Price
1	Integrated interior multimedia display for Jim Hamilton L.B. Owens Airport. Approximate dimensions of entire display is 133" wide x 112" tall. Hardware and graphics included are (2) 43" x 51" board mounted Lambda graphics, (2) 20" x 70" Lambda clear graphics on clear polycarb with 3" offset packages, (1) ceiling-to-floor mounted accessory pole, (2) 19" flat screen televisions with mounting brackets, and (1) DVD player with additional cables. All labor and supervision to install wall structure, hardware, electrical, and A/V is included in this quote.	\$9,244.94	\$9,244.94
1		\$0.00	\$0.00
		SubTotal	\$9,244.94
		Sales Tax	\$548.70
		Total	\$9,793.64

Payment Terms:

All items remain property of Skyline Exhibits & Design, Inc until paid in full.
Quote is valid for 30 days from quote date
By your acceptance of this quotation you have read and are agreeing to the attached Terms & Conditions.
Deviation from standard production lead times caused by client dictated schedules or delays will result in Rush Charges being billed to client.
Pricing is based on client supplying electronic-ready art. Failure to do so may result in additional billing.

Please sign and fax to 864-234-7996

www.skyline.com

346 Feaster Road

Greenville, SC 29615

Phone: 864-234-7995

Fax: 864-234-7996

Toll Free 866-851-0410

Page 1

Item# 11

Attachment number 1
Page 5 of 8

Skyline[®]

Exhibits & Design

Terms & Conditions

The following are the terms and conditions of your engagement with Skyline Exhibits & Design, Inc. By your acceptance of the attached quote, you ("Client") agree to each of the following terms and conditions in connection with the work to be done by Skyline Exhibits & Design, Inc. referred to in the attached quote (the attached quote and these terms and conditions are collectively referred to herein as the "Agreement"):

- 1) Payment Terms are as follows:
 - a) Parts, Partial Exhibits, Graphic Only and Exhibit Rentals are 100% pre-paid.
 - b) Exhibit Orders require a 70% down payment with the signed quote and terms & conditions to initiate the order. Balance is due prior to delivery of Exhibit Materials.
 - c) A 1.5% per month finance fee will be applied on past due invoices.
 Payment Methods may include:
 - a) Checks should be made out to Skyline Exhibits & Design, Inc.
 - b) Major Credit Cards are accepted. For amounts over \$3000 a 3% convenience fee will be charged.
 - c) Leasing Options are available.
- 2) Except as otherwise provided herein, all products, items, graphics, logos, designs, catch phrases, and other materials created by Skyline Exhibits & Design, Inc. are and shall remain the sole and exclusive property of Skyline Exhibits & Design, Inc. Notwithstanding the previous sentence, all intellectual property of Client which may be incorporated by Skyline Exhibits & Design, Inc. in the final product created by Skyline Exhibits & Design, Inc. shall remain at all times the property of Client. Client represents and warrants to Skyline Exhibits & Design, Inc. that none of the intellectual property which it instructs or permits Skyline Exhibits & Design, Inc. to use in connection with Skyline Exhibits & Design, Inc.'s performance of this Agreement infringes upon the intellectual property rights of any other person.
- 3) Skyline Exhibits & Design, Inc. is under no obligation nor does it warrant that graphics designed will be available in the future beyond 60 days from production. However, in the event art is archived by Skyline Exhibits & Design, Inc. and client seeks to re-use it an art retrieval fee will apply. It is understood that recreating art from the same electronic file does not guarantee an exact color match due to variances in printers and materials.
- 4) Client is responsible for all freight and handling fees related to this product and project. Freight quotes are estimates and may be adjusted and billed separately if necessary. Client owned products returned with rental to a Skyline Exhibits & Design, Inc. facility may incur a handling and freight fee for return of product to Client.
- 5) Skyline Exhibits & Design, Inc. can not control nor accept responsibility for product while it is not in our possession. We recommend Client insure all shipments for full replacement value. Any claims against shipping companies are solely the responsibility of the Client and the shipper. If it becomes necessary for Skyline Exhibits & Design, Inc. to act as Client's agent and engage a shipper on Client's behalf, Client agrees that Skyline Exhibits & Design, Inc. shall not be liable for any damage or injury caused by any third party shipper. In the event a show's general contractor chooses to force ship any items, Skyline Exhibit & Design, Inc.'s liability for any loss or damage shall be limited to amounts pre-paid to Skyline Exhibit & Design, Inc. for shipping costs.
- 6) Skyline makes no warranties related to specific delivery date(s) unless explicitly stated herein. We will make every effort to meet your requested delivery date. Clients will be billed Rush Charges if it is necessary to accelerate production to meet delivery deadlines based on Production Lead days as follows:

Standard Hardware:				Standard Graphic Applications:					
Mirage	4	Tube	6	Curveform	4	Ink Jet	4	Vinyl	6
Mosaic	10	Tablethrows	11	Pods	4	Lambda Paper	4	Cling	4
Inliten	6	Banner Stands	4	Exhibit Cab.	11	Lambda Flex	4	3-D Ltrs	9
SkyTruss	6	Tradewinds	5	Stratus	6	Dye Sub	6	UV Direct	4
Engage	11	Fabric Structure	8	FSII	15	Test & Approval	3	Board Mounted	4
- 7) Skyline Exhibits & Design, Inc. is not liable for delays resulting from acts of god, weather, work stoppages nor civil or military unrest. Custom applications or special order surface treatments will add to lead times.
- 7) Client acknowledges the products designed and distributed by Skyline Exhibits & Design, Inc. are 'custom' in nature and as such are open to subjective degrees of acceptability. Only products deemed by Skyline Exhibits, Inc. in its sole discretion to be unacceptable will be replaced or repaired.
- 8) Client acknowledges that only a test proof printed on the actual printer a final graphic will be created on is an accurate indication of color. Art approved via layouts electronically transmitted is subject to variances of computer monitors and interpolation programs. Client is responsible for ensuring spelling, spacing, punctuation, assigned colors, gradients and/or special visual effects are correct prior to production.

- 9) Purchased items are non-returnable. Deposits are non-refundable.
- 10) Client will indemnify and hold harmless Skyline Exhibits & Design, Inc. against any losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or in any way related to Client's actions or inactions relating to this Agreement.
- 11) In no event will Skyline Exhibits & Design, Inc. be liable for any consequential, incidental, special, or punitive damages. In no event will the amount of Skyline Exhibits & Design, Inc.'s liability under this Agreement exceed the amount of Skyline Exhibits & Design, Inc.'s invoice for the work done by it under this Agreement.
- 12) This Agreement shall be governed by South Carolina law. This Agreement may not be amended or terminated except in writing signed by the party against whom enforcement is sought.

The terms and conditions above contain specific limitations and allocations of responsibility. Please read them carefully as they are incorporated and a part of the Agreement.



PROPOSAL FOR
Owens Field Airport
Display Kiosk

Includes-

Additional wall structure including
wall finishes & trim

Digital prints mounted on 1/2" pvc &
attached to wall with blind fasteners

Clear acrylic, 3/8" thick, w/ graphics
& polished edges attached to wall with
museum mounts

112" pole for mounting TV's

Two 19" LCD, flat screen, TV monitors

MPEG/JPEG playback devices

All labor and installation

My personal attention on the project,
start to finish

One year parts and labor on everything

price- \$7647.00 plus applicable SC tax.

1401 Dreher Island Road Chapin, South Carolina 29036
803-750-3676

Item# 11

Attachment number 1
Page 8 of 8

Richland County Council Request of Action

Subject

Multi Modal Conference Support [Pages 76-79]

Reviews

Richland County Council Request of Action

Subject: Richland County Support of National Multi-Modal Conference

A. Purpose

Richland County Council is being asked to work with the City of Columbia, the Greater Columbia Chamber of Commerce and the CMRTA to host the National Multi-Modal Transportation Committee during the National Multi-Modal Conference, November 2nd – 3rd.

B. Background / Discussion

- Councilwoman Joyce Dickerson currently serves on this committee, which consists of local and state leaders from the fields of government and business throughout the U.S. The organization is conducting a comprehensive transportation study of the entire nation. The organization is a proponent of the “complete streets” concept and supports the notion of multiple modes of transportation.

- At the request of Ms. Dickerson, the committee has agreed to host its conference in Columbia at the Columbia Metropolitan Convention Center in early November.

C. Financial Impact

The Columbia Chamber of Commerce is currently working with the county to identify and solicit sponsors for the conference and it is unknown, what, if any financial impact the conference will have on the county, however any impact will not exceed \$5,000.

D. Alternatives

1. Approve the request to co-sponsor the National Multi-Modal Transportation Conference
2. Do not approve the request to co-sponsor the National Multi-Modal Transportation Conference

E. Recommendation

The Office of Public Information recommends that the county co-host the conference with the City of Columbia, the CMRTA, and the Greater Columbia Chamber of Commerce.

Recommended by:
Stephany Snowden

Department:
Office of Public Information

Date:
09/10/09

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: We would recommend that if approved it include the identification of a funding source in the event sponsorship is not received.

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9-11-09

Recommend Council denial

Administration

Reviewed by: Stephany Snowden

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9-11-09

Recommend Council denial



National Multi-Modal Transportation Steering Committee

June 25, 2009

ViaEmail:jdickerson@rcgov.us

The Honorable Joyce Dickerson
Richland County, South Carolina
2020 Hampton Street, 2nd Floor
Columbia, SC 29202

Re: Hosting the National Multi-modal Transportation Steering Committee Meeting

Dear Councilwoman Dickerson

Thank you for your enthusiastic and continued support of the National Multi-Modal Transportation Steering Committee that was created in association with 1st Transportation Convention, March 5-7, 2008 in Washington, D.C. We appreciate your interest in hosting the next Steering Committee Meeting and we look forward to working with you to make this meeting a great success and an opportunity to provide a national focus on the United States Multi-modal transportation infrastructure needs. The Host's responsibilities for hosting the National Multimodal Transportation Steering Committee Meeting include the following:

- Securing a hotel with rooms at a discounted/government rate for Steering Committee members in a premiere lodging location (note: meeting attendees will be responsible for their own travel to and from the meeting hotel and for all of their hotel and room charges);
- Coordinating with local media for press events and editorial board meetings.
- Secure funding and host a Thursday evening welcoming reception/dinner;
- Secure funding and host Friday breakfast, and lunch meetings;
- If there is an off-site event, secure funding for or provide transportation via a comfortable motor coach to and from all Steering Committee Meeting events;
- Inviting local elected and appointed public officials, industry leaders and other concerned or interested citizens to attend the meetings and participate at all events; and
- Secure funding for and making arrangements for adequate meeting rooms with the appropriate audio/visual needs for plenary sessions.

Dean International, Inc.
Public Policy Consultants
8080 Park Lane, Suite 600
Dallas, Texas 75231
Phone (214)750-0123 • Fax (214) 750- 0124

Item# 12

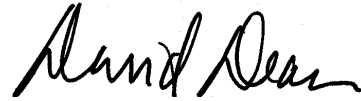
Attachment number 1
Page 3 of 4

We will be pleased to work with you and others to provide for an appropriately interesting and productive agenda for the official meetings of the Steering Committee and will work closely with you to ensure that you and the other sponsors receive proper recognition for your efforts on the Steering Committee's behalf. We also would like to highlight local issues that the Richland County is facing.

As a host, you are encouraged to provide collateral/promotional materials for meeting attendees. We also encourage hosts to include area businesses as sponsors to showcase their business as well as offset the costs.

I look forward to a continued positive working relationship with you and look forward to working on the details for the National Multi-Modal Transportation Steering Committee Meeting later this year. **We have a degree of flexibility on dates and we are happy to tailor this event and responsibilities to meet your needs as well as the Steering Committees.**

Most Sincerely,

A handwritten signature in black ink that reads "David A. Dean". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David A. Dean
President and CEO
Dean International, Inc.

Richland County Council Request of Action

Subject

Phone Tree Messaging Software Purchase [Pages 81-82]

Reviews

Richland County Council Request of Action

Subject: PhoneTree Messaging Software

A. Purpose

County Council is requested to approve a purchase in the amount of \$1,619 for PhoneTree Messaging software for the Clerk of Council.

B. Background / Discussion

- Kelvin Washington submitted a motion on August 31, 2009.
- Mr. Washington stated that he wanted a way to notify his constituents about community meetings and special events. He felt this could easily be used by all district representatives.
- On September 1, 2009 Council forwarded the motion to the A&F Committee.

PhoneTree, a division of Personal Communication Systems Inc, produces a software package called PhoneTree 2500 that will address Mr. Washington’s concerns. The system is setup and configured to call constituents and play a pre recorded message, send an email, send a text message, or any combination of these. The PhoneTree 2500 can have up to 250 different groups of contacts that can be setup for different districts or special interest groups. This would allow each Council member their own group, should they desire, plus any common interests among them.

C. Financial Impact

There are sufficient funds in the account 1100102000.52780 (Clerk of Council) designated for this request.

<u>PhoneTree 2500 system</u>	<u>\$1,599.00</u>
<u>Shipping</u>	<u>\$ 20.00</u>
Total	\$1,619.00

D. Alternatives

1. Approve the request to purchase (1) PhoneTree 2500 from PhoneTree in an amount not to exceed \$1619. This will allow us to evaluate the system for (30) days. If we choose to return the system, we would receive a refund of the original purchase price of \$1599 (not including shipping).
2. Do not approve the request.

E. Recommendation

It is recommended that Council approve the request to purchase (1)PhoneTree 2500 from PhoneTree in an amount not to exceed \$1619.

Recommended by: Dale Welch Department: Information Technology Date:9/10/2009

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/11/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date: 9-11-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/14/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Annual Financial Supplement to Chair

Reviews

Richland County Council Request of Action

Subject

Farmers Market Motion [Pages 85-86]

Reviews

Item for Information / Discussion

Subject: Farmers' Market Motion

A. Purpose

Council is requested to consider the motion made at the July 21, 2009 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made at the July 21, 2009 Council Meeting:

-----Original Message-----

From: Norman Jackson

Sent: Monday, July 20, 2009 4:26 PM

To: MICHIELLE CANNON-FINCH

Subject: Farmers Market

Explore both proposals and all locations for possible Richland location of Farmers Market and Richland County support.

I think Council passed a resolution last year for a joint County City Farmers Market.

Norman Jackson

At the Council Meeting, Councilman Washington requested a friendly amendment to Councilman Jackson's motion, requesting all options be presented to Council by September 1.

As of this date, only one proposal has been received. This proposal was discussed with Council during Executive Session at the September 1, 2009 Council Meeting.

It is at this time that staff is requesting direction from Council with regards to this motion.

C. Financial Impact

There is no financial impact associated with this request at this time, as direction from Council is requested.

D. Alternatives

1. Approve the motion and direct staff as appropriate.

2. Do not approve the motion.

E. Recommendation

Council discretion.