



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

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

**OCTOBER 23, 2012  
6:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: September 25, 2012 [PAGES 3-6]

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. General Obligation Bonds for the Richland County Recreation Commission [PAGES 7-20]
3. Changes to Employee Handbook - Promotion Probation [PAGES 21-23]

4. Santee Wateree Transit Authority Motion and COG Transit Analysis [**PAGES 24-33**]
5. IT Server Room HVAC Upgrade [**PAGES 34-38**]
6. Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase) [**PAGES 39-51**]
7. Broad River Road Corridor Lighting Project [**PAGES 52-61**]
8. Conversion of a Part-time Paralegal Position to a Full-time Paralegal Position [**PAGES 62-65**]
9. Executive Session: Personnel Matter

## **ADJOURNMENT**



# Richland County Council Request of Action

## **Subject**

Regular Session: September 25, 2012 [PAGES 3-6]

## **Reviews**

# MINUTES OF



## RICHLAND COUNTY COUNCIL ADMINISTRATION AND FINANCE COMMITTEE TUESDAY, SEPTEMBER 25, 2012 6:00 P.M.

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

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### MEMBERS PRESENT

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

**ALSO PRESENT:** Bill Malinowski, Valerie Hutchinson, Gwendolyn Davis Kennedy, Jim Manning, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Daniel Driggers, Stephany Snowden, Tracy Hegler, John Hixon, David Hoops, Sara Salley, Buddy Atkins, Elizabeth McLean, Quinton Epps, Amelia Linder, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting started at approximately 6:04 p.m.

### APPROVAL OF MINUTES

**July 31, 2012 (Regular Session)** – Ms. Dickerson moved, seconded by Mr. Livingston, to approve the minutes as distributed. The vote in favor was unanimous.

### ADOPTION OF AGENDA

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

### ITEMS FOR ACTION

**General Obligation Bonds for the Richland County Recreation District** – Mr. Livingston moved, seconded by Mr. Pearce, to defer this item until the October Committee meeting and to

direct staff to obtain additional information from the Recreation Commission regarding the use of the funds. A discussion took place.

The vote in favor was unanimous.

**Organizationally place the County Assessor and County Assessor's Office under the County Administrator** – Mr. Livingston moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the draft ordinance to place the County Assessor and County Assessor's Office under the County Administrator. A discussion took place.

The vote in favor was unanimous.

**Motion to suspend the Road Maintenance Fee for 19 years if the Penny Sales Tax Passes** – Mr. Pearce moved, seconded by Ms. Dickerson, to defer this item until the November Committee meeting. A discussion took place.

The vote in favor was unanimous.

**Solid Waste Recycling Program Area 2 and Area 6 Roll Cart Purchase** – Mr. Pearce moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation to approve the request to transfer \$972,600 from the Solid Waste enterprise fund balance to the Solid Waste operating budget for the sole purpose of purchasing 20,000 – 95 gallon roll cars with the expressed intent to enhance the County's recycling efforts. A discussion took place.

The vote in favor was unanimous.

**Budget Amendment-Grant Match** – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the request to for a budget amendment for grant match in the amount of \$184,496. The vote in favor was unanimous.

**Criminal Domestic Violence Court Grant Match Increase** – Mr. Pearce moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation to approve a grant match increase in the amount of \$33,096 for the Criminal Domestic Violence Court grant. A discussion took place.

The vote in favor was unanimous.

**Hispanic Outreach Grant Match Increase** – Mr. Pearce moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation to approve a grant match increase in the amount of \$19,312 for the FY13 Hispanic Outreach grant. The vote in favor was unanimous.

**Midlands Special Response Team Improvement Grant** – Ms. Dickerson moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation to approve the Midlands SRT/EOD Team Improvement Project in the amount of \$11,500. A discussion took place.

The vote in favor was unanimous.

**Matching Funds for SCDHEC Grant Application in Twenty-five Mile Creek Watershed** – Mr. Livingston moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to approve the request to provide the matching funds in the amount of \$6,095.19 from the Stormwater Department's budget for the SCDHEC 319 Grant application with Kershaw County. The vote in favor was unanimous.

**Bond Issuance—Fire Service** – Mr. Livingston moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to approve the bond ordinance and associated purchases in the amount of not to exceed \$9,000,000 contingent upon staff obtaining information on how the City of Columbia spends the monies received from the fire hydrant fee. A discussion took place.

The vote in favor was unanimous.

**Creation of the Richland County Conservation Department** – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the ordinance to create the Conservation Department. The vote in favor was unanimous.

**Coroner-Increase the rate of copy charges for Autopsy Reports** – Mr. Jackson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to approve the request to increase the copy charges for autopsy reports from \$100.00 to \$500.00. A discussion took place.

The vote was in favor.

**FY13 Local Government Fund** – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to approve the request to appropriate the additional \$2,076,715 in Local Government Fund funding and reduce the budgeted use of fund balance by the same amount. The vote in favor was unanimous.

**Motion to increase the Legal Department's General Fund Annual Budget for Salary Adjustments** – Mr. Pearce moved, seconded by Mr. Jackson, to forward this item to Council without a recommendation. The vote in favor was unanimous.

## ADJOURNMENT

The meeting adjourned at approximately 6:00 p.m.

Submitted by,

Damon Jeter, Chair

The minutes were transcribed by Michelle M. Onley

Item# 1

# Richland County Council Request of Action

**Subject**

General Obligation Bonds for the Richland County Recreation Commission [**PAGES 7-20**]

**Reviews**

## Richland County Council Request of Action

**Subject:** General Obligation Bonds for the Richland County Recreation Commission

### A. Purpose

County Council is being requested to enact an ordinance authorizing the Richland County Recreation Commission (RCRC) to issue \$5,000,000 in general obligation bonds over the next five (5) years in the amount of approximately \$1,000,000, the proceeds of which will be used to fund capital expenses including capital maintenance, repair and replacement of facilities and equipment.

### B. Background / Discussion

During County Council's Retreat in January 2012, RCRC discussed its need for additional operating revenue to pay operating expenses associated with new parks coming on line and new initiatives particularly related to serving the teen population. Under Act 388, the annual millage increases available are limited. While County Council has approved the maximum millage increase available under Act 388, because of the limitations imposed by Act 388, the Commission is still in need of additional operating revenue.

During discussions with bond counsel, the RCRC focused on the fact that its general fund budget includes a substantial amount for expenses which are capital in nature, including, for example, annual capital maintenance, repair and replacement of facilities, and equipment.

With the approval of Richland County Council, the Recreation Commission could issue an annual general obligation bond to fund such capital expenses, thereby freeing up those amounts in its general fund to be used for true operating expenses.

See the attached Memorandum from the Recreation Commission's bond counsel (Frannie Heizer) for a more complete discussion of this financing plan. The ordinance related to this request is also attached below for your convenience.

This item was originally presented at the July A&F Committee. It was deferred to the September A&F Committee, where it was again deferred in order for staff to obtain more information from the Recreation Commission. That information has been obtained, and is provided for your convenience. (See RCRC memo dated October 10, 2012)

Please note that the following language was approved in the \$50M bond ordinance, which received third reading approval on September 9, 2008 (emphasis added):

SECTION 2. Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds in such amounts and at such times as the Commission shall determine; **provided that this authorization is granted upon the condition that the Commission agrees that it will not issue Bonds in an amount that will require more than three mills of taxes to be levied and collected for debt service on the existing debt of the District and the Bonds.** The Bonds may be issued in one

Item# 2



or more series, in one or more years, with appropriate series designations. The Bonds shall be dated, shall mature, shall be in such denomination, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine. Prior to the issuance of a series of bonds, the Commission may issue bond anticipation notes in anticipation of the receipt of proceeds of such bonds.

The direct financial impact of an approval of this request is that debt service millage for the RCRC would increase from the current level of three mills to four mills.

### C. Financial Impact

The direct financial impact of an approval of this request is that debt service millage for the RCRC would increase from the current level of three mills to four mills. This additional mill of taxes on an owner occupied residence valued at \$100,000 would equal \$4.00. On property assessed at 6%, one additional mill of taxes would equal \$6.00.

### D. Legislative / Chronological History

- This item was originally presented at the July 31, 2012 A&F Committee Meeting.
- This item was deferred at the July 31, 2012 A&F Committee Meeting to the September 25, 2012 A&F Committee Meeting.
- This item was deferred at the September 25, 2012 A&F Committee Meeting in order for staff to obtain detailed information from the Recreation Commission regarding the proposed expenditure of these funds. That information is included in this document.

### E. Alternatives

1. Approve the request to enact the ordinance.
2. Approve the request to enact the ordinance for a smaller amount.
3. Do not approve the request.

### F. Recommendation

It is recommended that Council enact the ordinance to approve the request.  
Recommended by: Richland County Recreation Commission, July 19, 2012

### G. Reviews

#### Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

While this request is a funding request, and is therefore at the discretion of Council, it is not recommended that the County issue debt to fund maintenance and repair cost which accounts for 70% of exhibit B (October 10, 2012 RCRC memo – last page). From a

budgetary perspective, these costs are operating in nature and will be recurring each year.

Approval of the request will require a tax increase on the debt service side as stated in Section C above, and provide for an automatic issuance of \$1m bond every year for five years without further approval. This would commit the County to this funding mechanism indefinitely and will probably increase over time.

Additional financial items for consideration based on proposed plan:

- Council approved a multi-year \$50m bonding plan for capital projects starting in 2008. It appears that approximately 75% of the available dollars have been issued. The current tax levy to cover the recreation debt service is 3.0 mills. The proposed plan would add 1.0 mill for an estimated total of 4.0 mills for the current year.
- Exhibit A (October 10, 2012 RCRC memo) below seems to suggest that there are additional operating costs not considered that will come on line in FY13 and 14 for \$579m and \$1.9m respectively. It is unclear how these costs will be funded. Based on the FY13 millage data, this would equate to another .6 and 1.9 mill rate increase if the plan included funded from additional taxes. Estimates are not provided beyond the two fiscal years.
- Based on the Exhibit B (October 10, 2012 RCRC memo) below, the bond funds would be used to pay for a portion of the capital expenses related to the property management budget currently paid for with the operating funds. Based on the remaining capital program to be completed, it is recommended that the County request an evaluation of the total additional operating increase that will be required in future years with a proposed funding plan in order to minimize future shortfalls.
- Only one alternative was provided in the ROA; however, the County may want to consider requesting other funding alternatives that were considered during the process. For example:
  - Is there an opportunity to reconsider the scope/cost of the remaining projects in order to accommodate the operation of existing facilities first?
  - Has any consideration been given to utilizing the savings realized from the lower building costs and record low interest rates from 2008 to 2012?
- The County should consider the precedent that may be set by implementing the requested funding strategy and future impacts from other agencies implementing a similar method.

#### Legal

Reviewed by: Elizabeth McLean

Date: 7/27/2012

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

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**Administration**

Reviewed by: Tony McDonald

Date: 7/27/2012

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: This request is the result of the Recreation Commission's efforts to identify alternative funding mechanisms for the added costs of operations for those facilities that are being constructed under the 2008 recreation bond.

I concur with the comments of the Finance Director and would reiterate that the approval of the request will increase the Recreation Commission's annual debt service from three to four mills.

# MEMORANDUM

MCNAIR  
ATTORNEYS

Francenia B. Heizer

To: Richland County Council Members

Cc: Tony McDonald, Interim County Administrator  
Daniel Driggers, Finance Director  
Roxanne Anchetta, Asst. to the Interim County Administrator  
Richland County Attorneys' Office  
James Brown, Sr., Executive Director for Richland County Recreation  
Commission  
Kenya Bryant, Asst. Executive Director for Richland County Recreation  
Commission

From: Francenia B. Heizer, Esquire

Date: July 17, 2012

Subject: Richland County Recreation Commission; Moving Capital Expenditures  
from General Fund to Debt Service

fheizer@mcnair.net

T (803) 799-9800

F (803) 933-1463

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The Richland County Recreation Commission (RCRC) has been exploring options for maximizing the availability of revenue within its general fund to pay operating expenses related to new parks and new initiatives particularly related to serving the teen population/ As a result of Act 388, increases in general fund millage are limited. However, increases in debt service millage are not limited by Act 388. RCRC currently pays from its general fund a substantial amount of expenses that are capital in nature, including annual capital maintenance, repair and replacement of facilities, and equipment. With the approval of Richland County Council, RCRC could issue a general obligation bond every fall, the proceeds of which would be used to fund the capital expenditures currently paid from the general fund. The movement of these expenses from the general fund would “free up” that amount of money in the general fund to be used for operating expenses.

Under this proposed financing plan, the Commission would issue a bond every fall prior to millage being set. The millage necessary to make the payment on the bond would be put on the tax rolls in October and the debt would be paid in full by March or April after property taxes are collected. The value of a debt service mill for RCRC is approximately \$1,000,000. If County Council was willing to approve allowing the Commission to have four mills of debt service every year instead of the current three mills of debt service, RCRC could fund approximately \$1,000,000 of capital expenses using this financing plan. RCRC would ask County Council to approve not to exceed \$5,000,000 in additional general obligation bonds to be issued in five series of approximately \$1,000,000 each year over the next five years. As the initial five year period is ending, RCRC could approach County Council for another authorization.

McNair Law Firm, P. A.

1221 Main Street

Suite 1800

Columbia, SC 29201

Mailing Address

Post Office Box 11390

Columbia, SC 29211

mcnair.net

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Attachment number 1

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Memorandum  
Page 2  
July 17, 2012

A number of political subdivisions including counties and school districts have adopted a financing plan of moving capital expenses from the general fund because of the millage limitations established by Act 388. State law clearly allows for the implementation of this financing plan with only the approval of County Council and the Commission. The key to this plan is the approval of one additional mill of taxes for debt service which would be levied each year.

Based on County Council's summer schedule, if County Council is willing to allow the Commission to pursue this financing, it would be best to get at least one reading of an ordinance accomplished prior to the end of July, The other two required readings and public hearing could be scheduled in September.

If you have any questions or would like additional information, please let me know.

FBH:laf

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

AUTHORIZING THE RECREATION COMMISSION OF RICHLAND COUNTY ON BEHALF OF THE RECREATION DISTRICT OF RICHLAND COUNTY, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,000,000 IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority 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 1. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) The District was established pursuant to Act No. 873 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1960, as amended (the “Act”).

(b) The corporate powers and responsibilities of the District are performed by the Commission and as such the Commission is the governing body of the District. The Act committed to the Commission the power to acquire, by gift, purchase or through the exercise of eminent domain, lands, or interest thereon whereon to establish physical education and recreation facilities.

(c) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts shall have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law.

(d) The Council constitutes the “county board” of the County and the District constitutes a “special purpose district,” as such quoted terms are defined in the Code.

(e) Pursuant to Title 6, Chapter 11, Article 5, Code of Laws of South Carolina, 1976, as amended (the “Code”), the county boards of all counties of the State of South Carolina wherein special purpose districts exist are empowered to authorize the governing body of such special purpose district to issue bonds of the special purpose district whose proceeds shall be used in furtherance of any power of the special purpose district.

(f) Pursuant to the Code the County Council is empowered to authorize the Commission of the District to issue bonds of the District whose proceeds shall be used in furtherance of any power of the District.

(g) The assessed value of all taxable property of the District as of June 30, 2011, is \$1,010,034,191. Eight percent of such assessed value is \$80,802,735. The general obligation debt outstanding of the District for computation purposes under Article X, Section 14, of the Constitution of

the State of South Carolina, 1895, as amended, is \$35,375,000. Thus, the District may incur \$45,427,735 of general obligation debt within its applicable debt limitation.

(h) It is now in the best interest of the District for the Commission to provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in the principal amount of not exceeding \$5,000,000 (the "Bonds"), the proceeds of which will be used for capital expenses including capital maintenance, repair and replacement of facilities and equipment and costs of issuance of the Bonds.

(i) Prior to the enactment of this Ordinance, County Council shall hold a public hearing on the question of the issuance of the Bonds as required by Section 6-11-830, Code of Laws of South Carolina 1976 as amended.

SECTION 2. Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds in an aggregate amount not to exceed \$5,000,000 in such amounts and at such times as the Commission shall determine; provided that this authorization is granted upon the condition that the Commission agrees that it will not issue Bonds in an amount that will require more than four mills of taxes to be levied and collected in any tax year for debt service on the existing debt of the District and the Bonds. The Bonds may be issued in one or more series, in one or more years, with appropriate series designations. The Bonds shall be dated, shall mature, shall be in such denomination, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine. Prior to the issuance of a series of Bonds, the Commission may issue bond anticipation notes in anticipation of the receipt of proceeds of such Bonds.

SECTION 3. No election shall be held as a condition to the issuance of the Bonds.

SECTION 4. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit, taxing power and resources of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Richland County and collected by the Treasurer of Richland County, in the same manner as county taxes are levied and collected, a tax without limit on all taxable property of the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 5. The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance of the Bonds at such times as it deems necessary and in the interest of the District.

SECTION 6. Following the enactment of this Ordinance, a Notice in substantially the form attached as Exhibit A shall be published in a newspaper of general circulation in the County for three successive weeks.

SECTION 7. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this \_\_\_\_\_ day of September, 2012.

Item# 2

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Kelvin Washington, Chairman  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2012:

\_\_\_\_\_  
Michelle Onley  
Interim Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:  
Date of Second Reading:  
Publication of Notice of  
Public Hearing:  
Date of Public Hearing:  
Date of Third Reading:



FORM OF  
NOTICE PURSUANT TO  
SECTION 6-11-870, CODE OF LAWS  
OF SOUTH CAROLINA, 1976, AS AMENDED,  
OF APPROVAL BY THE COUNTY COUNCIL  
OF RICHLAND COUNTY, SOUTH CAROLINA  
OF THE ISSUANCE OF  
NOT EXCEEDING \$5,000,000 GENERAL OBLIGATION BONDS  
IN ONE OR MORE SERIES, ON ONE OR MORE YEARS  
OF THE RECREATION DISTRICT OF RICHLAND COUNTY, SOUTH CAROLINA

The County Council caused the required notice to be published in a newspaper of general circulation in Richland County and on \_\_\_\_\_, held a public hearing in Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina 29201, on the question of the issuance of the Bonds. The hearing was conducted publicly and both proponents and opponents were given full opportunity to be heard.

The Bonds will be issued at such time as the Commission determines. For the payment of the principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit, taxing power and resources of the District shall be irrevocably pledged, and there shall be levied and collected annually upon all taxable property of the District a tax, without limitation as to rate or amount, sufficient for such purposes.

County Council determined that no election shall be ordered in the District upon the question of the issuance of the Bonds.

Any person affected by the action of the County Council may, by action de novo instituted in the Court of Common Pleas for Richland County, within twenty (20) days following the last publication of this notice, but not afterwards, challenge the action of the County Council.

Chairman, County Council of Richland County,  
South Carolina

**BOARD OF COMMISSIONERS:**

*J. Marie Green, Chair  
Barbara Mickens, Vice Chair  
G. Todd Weiss, Secretary  
C. Todd Latiff  
Weston A. Furgess, Jr.  
Wilbert Lewis  
George D. Martin, Jr.*



**EXECUTIVE DIRECTOR**

**James Brown, III**  
5819 Shakespeare Road  
Columbia, SC 29223  
Phone: (803) 754-7275  
Fax: (803) 786-2028  
Email: [irfo@rcrc.state.sc.us](mailto:irfo@rcrc.state.sc.us)  
[www.richlandcountyrecreation.com](http://www.richlandcountyrecreation.com)

**MEMORANDUM**

To: Members of Richland County Council  
From: James Brown, III, Executive Director  
Date: October 10, 2012  
Subject: General Obligation Bond Request for Operational Funding

Members of Council, enclosed you will find documents pertaining to the Commission's request to issue a general obligation bond to assist with the operational costs pertaining to facilities built from the \$50 Million Recreation Bond. The first document (Exhibit A) is the projected cost the Recreation Commission will incur once all of the remaining facilities come on line. These costs include staffing for each facility, utilities, equipment, etc.

The second document (Exhibit B) is the itemized list of budget items and capital improvements the agency would utilize the \$1 million bond for the first year. The Property Management budget items you see on the list are the items we would remove from our operational budget and would be itemized each year. As for the capital items, we currently have around \$3.5 million worth of projects that have been identified as needed improvements that we can place on the list each year.

If there is more information needed are any questions please feel free to contact me or my Assistant Executive Director, Kenya Bryant.

Thank you for all that you do for Richland County.

Sincerely,

James Brown, III  
Executive Director



*Nationally Accredited:  
The Richland County Recreation Commission became South Carolina's first nationally accredited parks and recreation agency in 2006.*

*Equal Opportunity Statement: The Richland County Recreation Commission is dedicated to the concept of equal opportunity. The Commission will not discriminate on the basis of race, color, religion, sex, age, disability, national origin, or marital status, in its employment practices or in the participation policies for its facilities.*

**PROJECTED INCREMENTAL OPERATIONAL COSTS FOR BOND PROJECTS**  
**Assume All Projects On Line For FY 2013/2014**

**Exhibit A**

<u>DISTRICT</u>	<u>PROJECT</u>	INCREMENTAL	INCREMENTAL
		COST	COST
		<u>FY 12/13</u>	<u>FY 13/14</u>
2	St. Andrews Park Replacement	\$70,218	\$72,324
2	St. Andrews Park Swimming Pool	\$85,702	\$88,274
	District 2 total	\$155,920	\$160,598
3	New Castle Community Center	\$0	\$38,252
	District 3 total	\$0	\$38,252
4	Ridgewood Park Community Center	\$0	\$48,250
	District 4 total	\$0	\$48,250
7	New Administrative Office (3 months FY 12/13)	\$29,649	\$122,156
7	Crane Creek Gymnasium (9 months FY 12/13)	\$97,064	\$133,301
7	Meadowlake Park Canteen & Press Box	\$3,574	\$3,681
	District 7 total	\$130,287	\$259,138
9	Candlewood Mini Park	\$0	\$10,285
9	Kelly Mill Sports Complex (4 months FY 12/13)	\$63,560	\$196,402
9	North Springs Park Community Center	\$0	\$81,262
9	Royal Pines Mini Park	\$0	\$10,285
	District 9 total	\$63,560	\$298,234
10	Bluff Road Park Replacement	\$67,987	\$70,027
10	Cross Roads Community Center	\$82,049	\$84,511
10	Eastover Park Swimming Pool	\$0	\$88,274
10	Gadsden Park Community Center	\$0	\$188,889
10	Hopkins Park Senior Center Replacement	\$0	\$18,455
10	Perrin Thomas Community Center	\$0	\$66,402
	District 10 total	\$150,036	\$516,558
11	Garners Ferry Adult Activity Center (2 months FY 12/13)	\$52,505	\$324,481
11	Garners Ferry Technology Center (2 months FY 12/13)	\$27,662	\$170,950
11	4 Mini Parks	\$0	\$41,141
	District 11 total	\$80,167	\$536,572
<b>TOTAL PROJECTED INCREMENTAL COSTS</b>		<b>\$579,970</b>	<b>\$1,857,602</b>

**General Obligation Bond Itemized Sheet**

**Exhibit B**

<b>Project</b>	<b>Amount</b>
Replace Adult Leisure Bus that transports seniors (65-66 passengers)	\$86,000
Replace (2) buses that transport afterschool students (14 passengers)	\$84,000
Replace HVAC units at several facilities	\$160,000
Property Management Grounds Maintenance Budget	\$180,000
Property Management Repair and Replacement Budget	\$140,000
Property Management Building Maintenance Budget	\$125,000
Property Management Vehicle Maintenance Budget	\$225,000
<b>TOTAL</b>	<b>\$1,000,000</b>

# Richland County Council Request of Action

**Subject**

Changes to Employee Handbook - Promotion Probation [**PAGES 21-23**]

**Reviews**

# Richland County Council Request of Action

**Subject:** Change to Employee Handbook – Promotion Probation

## **A. Purpose**

County Council is requested to approve a change to the Employee Handbook policy on Promotion Probation per County Council to achieve consistency and uniformity for all County departments.

## **B. Background / Discussion:**

This item went to County Council in September as part of proposed updates to the Employee Handbook. Councilman Malinowski moved, seconded by Councilman Jackson, to refer this item back to the A&F Committee and directed the Human Resources Department to create language making a probationary period for newly promoted employees consistent across the board. Currently, Department Directors have the *option* to require a newly promoted employee to serve a probationary period on his/her new job. Please note, however, that there have been only a very small number of departments that have historically and consistently exercised this option in the past.

### Current Employee Handbook Language for Promotion Probation:

A newly promoted employee is considered to be on probation in their new position for three months. (While this is the current language in the Employee Handbook, Department Directors have been following the language in the HR Guidelines, which is also the same that was in the old personnel ordinance, which allows for *discretion / option* of the Department Director in these matters. It is because of this conflict that we are seeking to make all language related to this matter consistent.)

### Proposed Employee Handbook Language for Promotion Probation:

Department Heads will no longer have the option to require promoted employees to serve a promotional probationary period in their new job. Newly promoted employees will *not* serve a probationary period.

The current language will be removed from the Employee Handbook, and all associated documents will be revised to remove all language referring to a probationary promotion period.

## **C. Legislative/Chronological History**

- June 26, 2012 - Item was presented to the A&F Committee as part of proposed changes to the Employee Handbook.
- June 26, 2012 - Date item referred to full Council.
- July 18, 2012 - Date item went to full Council.
- July 18, 2012 - Date item referred back to A&F Committee for clarification on probationary periods for promoted employees.

## **D. Financial Impact**

Revision of Employee Handbook and HR Guidelines already in progress; therefore no additional dollars required to make this change.

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**E. Alternatives**

1. Approve the proposed language, and amend the appropriate documents as necessary. “Department Heads will no longer have the option to require promoted employees to serve a promotional probationary period in his/her new job. Newly promoted employees will not serve a probationary period.”
2. Do not approve the proposed language. Department Directors will continue to have the option to require newly promoted employees to serve a probationary period in his/her new job.
3. Do not approve the proposed language. Approve alternate language at Council’s discretion.

**F. Recommendation**

Human Resources recommends option # 1, based on the direction of County Council to have consistency.

Recommended by: Dwight Hanna Department: Human Resources Date: 9-18-12

**G. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 10/12/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 10/12/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald Date: 10/15/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: Recommend approval of the proposed Employee Handbook Language, whereby newly promoted employees will not be required to serve a probationary period in their new positions.

# Richland County Council Request of Action

**Subject**

Santee Wateree Transit Authority Motion and COG Transit Analysis **[PAGES 24-33]**

**Reviews**



## Richland County Council Request of Action

**Subject:** Santee Wateree Transit Authority Motion and COG Transit Analysis

### **A. Purpose**

County Council is requested to review the information below related to Councilman Jackson's motion regarding the removal of funding from the Santee Wateree Transit Authority, and acknowledge the COG Transit Analysis.

### **B. Background / Discussion**

Councilman Jackson made the following motion at the October 2, 2012 Council Meeting:

Remove the \$10,000 allocation to SCDOT for the Santee Wateree Transit Authority as it has not improved the intended service and is merely supplementing the fund.

The Santee Wateree Regional Transit Authority (SWRTA) provides service to the areas of Eastover, Gadsden, and Hopkins. The schedule of the Eastover transit services is attached for your convenience, as is information regarding Passenger Trips and Mileage for the period covering July 2011 through June 2012.

Please see comments below from Ms. Ann August, Executive Director of the SWRTA:

On our Eastover Paratransit Services, we are currently transporting passengers from the Eastover, Gadsden and Hopkins areas that are going to Dialysis at 6:00AM and 11:00AM in Columbia on Monday, Wednesday and Friday's. Last month (September) we started taking another passenger on Tuesday and Thursday going to dialysis at 10:45AM. Other general public cash passengers use this transit service and ride along with the passengers going Dialysis to go to other places. We were still providing the Demand Response transportation services on Tuesday's and Thursday's as well, even when we did not have any Tuesday and Thursday dialysis passengers.

The Lower Richland Commuter Route remains the same with one morning run which only returns to Eastover if there are passengers on the return run coming back into town; otherwise it will return to Sumter. We have two afternoon runs with return trips back to Eastover.

In addition, Mr. Sandy Jenkins , SWRTA Operations Director have been, communicating with Mrs. Mildred Myers at 320 Congaree Church Rd. phone # 803-353-9812 who was referred to us by Representative Neal. Based on our communications with her, he just completed a preliminary schedule that would allow the bus to deviate off of Highway 48 between Eastover and Gadsden to possibly address a transportation need for that area as well. Our Quality Control Manager, Mr. Maurice Dukes will be delivering some more information to her by

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this Friday. The information provides the times that the Lower Richland bus will be able to service the area in which she resides, as well as provide a time period that she and other community residents would be able to also access the Para-transit route.

As we do every year, on October 6, 2012 the SWRTA will also be providing one bus for the Annual Congaree Swamp Fest. Our bus will provide free public transit shuttle service from a designated area to the Park activities. If you require more detailed ridership numbers, I cannot provide it to you until 10:00 AM Friday, since I will be in Orangeburg for meetings all day tomorrow and will not return to the office until after 5:00 PM. I hope this provide some assistance to your questions.

[Additional information from Ms. August.]

To address your question, of what this funding cut would mean to the SWRTA. It would mean that the \$10,074 that we are currently receiving from Richland County, and using as the State required local match would put the SWRTA in a position of non-compliance. Not having local match as required by the Federal Transit Administration and the State DOT- Office of Public Transit, would cause additional hardships on the agency and citizens within the Lower Richland area who currently use the service. It will also mean that decreases in transit service would take place, beyond the limited services that is already being offered.

In order for the SWRTA to provide this service we need to have the required local match; unless Richland County can initiate communications with SCDOT to change the requirement for the Lower Richland Transit Service and provide more State funding to cover the costs of operating the transit services. Our goal was to always increase services in Lower Richland County, however with no increases in funding level and increases in the fuel levels have created what we have today.

If the funding were to be cut from the SWRTA, per Bob Schneider, Executive Director, the Central Midlands Regional Transit Authority (CMRTA) would not be directly impacted at this juncture, as it provides no service to the Lower Richland/Hopkins/Eastover Area. The indirect impact would be inconsequential, as there would be a nominal loss or ridership or revenue from SWRTA customers to the CMRTA system.

The SWRTA has received funding from Richland County Government for over 10 years to provide service in Lower Richland. Starting in 2006, per SCDOT's request, SWRTA was required to start using the approximately \$10,000 from Richland County as the local match for the federal funds that were being provided by the SC Department of Transportation (DOT). Per the DOT, all local transit systems must provide a local match.

Staff attended a meeting at the COG on Friday, October 12, 2012. Council Members Jackson and Washington were in attendance, along with representatives from the COG, DOT, the CMRTA, and the SWRTA. The Council Members stated that they would prefer the funds be

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used to expand and enhance the services provided by the SWRTA in Lower Richland, versus the funds being used as a local match.

As a result of this meeting, the COG was asked to undertake an analysis of transit needs in the County. They would determine which providers (public and private) serve which areas, where facilities are located (health centers, recreation sites, businesses, etc.), which areas could benefit from additional / improved service, etc. The COG will begin in the Lower Richland area and expand out to the rest of the County. Per the COG, the analysis for the Lower Richland area may take a few months. The results from this analysis will be reported to the County once available. There is no financial impact to the County for this analysis being completed by the COG to date, as the State (DOT) provides planning funds to the COG for such purposes.

However, please note that as a result of the COG's analysis, additional funds for transit services throughout the County may be requested during the FY 14 budget process.

This item is to be considered as information only. The results from the COG analysis will be brought to Council at a later date for review and recommendation.

### C. Legislative/Chronological History

- o Motion by Councilman Jackson at the October 2, 2012 Council Meeting.

### D. Financial Impact

\*\*Please note that SWRTA receives funding directly from Richland County. Mr. Jackson's motion references SCDOT as a conduit for these funds, which is incorrect.\*\*

If funding were removed from the SWRTA, this would free up approximately \$10,000 from the annual budget. At this time, however, it is not recommended that the funding for the SWRTA be decreased or removed while the COG analysis is pending.

Please find FY 05 – FY 13 funding allocations below.

FY 13	\$10,074
FY 12	\$10,074
FY 11	\$10,074
FY 10	\$10,074
FY 09	\$9,923
FY 08	\$10,074
FY 07	\$10,074
FY 06	\$9,972
FY 05	\$9,972

The transit analysis to be completed by the COG has no cost to the County to date. The results of this analysis, however, may be a recommendation for improved or increased transit services in Richland County. The cost of these recommendations has yet to be determined.

**E. Alternatives**

- 1. Receive this item as information. The FY 13 funding for the SWRTA remains in tact, as do the services currently being provided by the SWRTA in Richland County. The COG transit analysis will be brought to Council once completed for review and recommendation.
- 2. Remove FY 14 funding for the SWRTA.
- 3. Do not allow the COG to complete the transit analysis.

**F. Recommendation**

It is recommended that Council receive this item as information. The FY 13 funding for the SWRTA remains in tact, as do the services currently being provided by the SWRTA in Richland County. The COG transit analysis will be brought to Council once completed for review and recommendation.

Recommended by: Roxanne Ancheta Dept: Administration Date: October 3, 2012

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers Date: 10/16/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: ROA is informational only

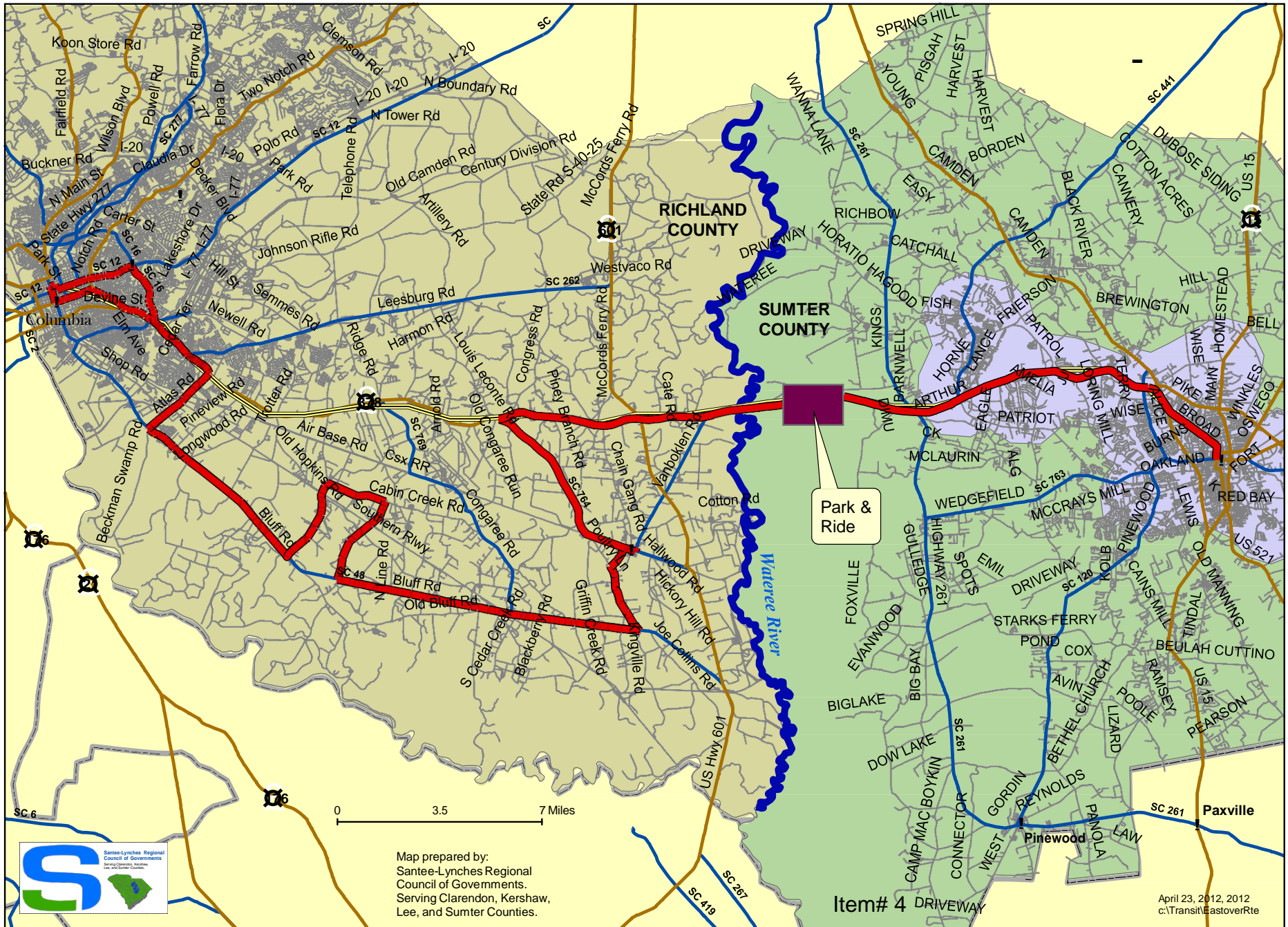
**Legal**

Reviewed by: Elizabeth McLean Date: 10/16/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: Informational only. No action required.

**Administration**

Reviewed by: Roxanne Ancheta Date: 10/16/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: It is recommended that Council receive this item as information. The FY 13 funding for the SWRTA remains in tact, as do the services currently being provided by the SWRTA in Richland County. The COG transit analysis will be brought to Council once completed for review and recommendation.

# Santee Wateree RTA - Eastover Route



Map prepared by:  
 Santee-Lynches Regional  
 Council of Governments.  
 Serving Clarendon, Kershaw,  
 Lee, and Sumter Counties.

**Eastover To Columbia**  
*Revised Schedule*  
**Monday Through Friday**

<b>Bus Stop Locations</b>	<b>Leave Time</b>	<b>Leave Time</b>	<b>Leave Time</b>
Leaves Sumter (Calhoun / Magnolia) Transfer Point	5:15 AM	12:15PM	=====
Eastover Town Hall	6:00 AM	1:30 PM	4:30 PM
Eastover Richland Supply Co.	6:05 AM	1:35 PM	4:35 PM
Hwy. 48/56 (formerly the Hill Store)	6:11 AM	1:41 PM	4:41 PM
Gadsden (Post Office)	6:17 AM	1:47 PM	4:47 PM
Hopkins (Middle School)	6:29 AM	1:59 PM	4:59 PM
Hopkins (Elementary School)	6:38 AM	2:08 PM	5:08 PM
Hopkins (Manchester Farms)	6:40 AM	2:10 PM	5:10 PM
Columbia (Bluff Estates)	6:53 AM	2:23 PM	5:23 PM
Columbia (Wal-Mart at East Point Mall)	7:02 AM	2:32 PM	5:32 PM
Columbia (Dorn Veterans Hospital)	7:07 AM	2:37 PM	5:37 PM
Columbia (Dresher High School)	7:15 AM	2:45 PM	5:45 PM
Columbia (Gervais and Sumter Sts.)	7:22 AM	2:52 PM	5:52 PM
Columbia (Assembly and Gervais Sts.)	7:23 AM	2:53 PM	5:53 PM
Columbia (Assembly and Taylor Sts.)	7:30 AM	3:00 PM	6:00 PM

**Exact Fare is Required - No Pennies will be accepted**  
**DRIVERS DO NOT CARRY CASH AND ARE NOT PERMITTED**  
**TO GIVE CHANGE TO PASSENGERS.**



**Santee Water Regional  
Transportation Authority  
(SWRTA)**

*Eastover Transit  
Bus Service*

**Monday Through Friday**

**Effective Date— July 14, 2008**

**Eastover /Columbia Transit Fare – \$2.50**

**Sumter to Eastover—\$3.50**

**Sumter to Columbia—\$4.50**

**Senior Citizens—65 years or older, Persons  
with Disabilities and/or Medicare Card Holder  
Ride for Half Fare—\$1.25**

- Children ages 7-12 ride for 1/2 fare
- Children 6 years of age or younger ride free

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**Columbia To Eastover**  
*Revised Schedule*  
**Monday Through Friday**

<b>Bus Stop Locations</b>	<b>Leave Time</b>	<b>Leave Time</b>	<b>Leave Time</b>
Columbia (Assembly and Taylor Sts.)	7:30 AM	3:00 PM	6:00 PM
Columbia (Laurel and Sumter Sts.)	7:32 AM	3:05 PM	6:05 PM
Baptist Hospital (along Taylor St. after Marion)	7:33 AM	3:06 PM	6:06 PM
Columbia (Providence Hospital)	7:38 AM	3:11 PM	6:11 PM
Columbia (Forest Dr. / Beltline Blvd.)	7:43 AM	3:17 PM	6:17 PM
Columbia (Dom Veterans Hospital)	7:53 AM	3:32 PM	6:32 PM
Columbia (Wal-Mart at East Point Mall)	7:58 AM	3:36 PM	6:36 PM
Columbia (Bluff Estates)	8:07 AM	3:42 PM	6:42 PM
Hopkins (Manchester Farms)	8:20 AM	3:56 PM	6:56 PM
Hopkins (Elementary School)	8:22 AM	3:58 PM	6:58 PM
Hopkins (Middle School)	8:31 AM	4:04 PM	7:04 PM
Gadsden (Post Office)	8:43 AM	4:16 PM	7:16 PM
Hwy. 48/56 (Formerly the Hill Store)	8:49 AM	4:20 PM	7:20 PM
Eastover (Richland Supply Co.)	8:55 AM	4:25 PM	7:25 PM
Eastover (Town Hall)	9:00 AM	4:30 PM	7:30 PM
Return to Sumter James E. Clyburn Center	9:00 AM		8:00 PM

**Bus Courtesy:** 1. No Smoking 2. No eating, drinking or carrying any opened fluid containers  
3. CD Players and radios must have earphones or headsets 4. No profanity of any kind  
5. Front seats are reserved for the elderly and persons with disabilities 6. Service Animals are allowed

**The SWRTA Lower Richland  
Eastover Transit Service**

The Eastover Transit Service is a rural commuter service that has stops between the Eastover Town Hall and the City of Columbia.

SWRTA Eastover Paratransit services are available for individuals who cannot access one of the Eastover Transit commuter stops.

To access the SWRTA Paratransit services, passengers will need to Call the SWRTA Operation's Office at least 24-48 hours in advance to be picked-up for service.

**Special Note:**

This is not a door-to-door service, it is a curb-to-curb service.

The Eastover Paratransit Services is a General Public Shared Ride Transit Service.

Passengers who may be eligible for Medicaid should contact the County Department of Health and Human Services (DHHS) at (803) 735-7000 for transportation information and services.

For additional information regarding any of the Eastover services, please contact SWRTA at

**Santee Wateree RTA**  
P.O. Box 2462 Holmes Gardner Rd  
Sumter, SC 29151  
1-888-748-4987

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**SANTEE WATEREE RTA @ LOWER RICHLAND  
ROUTE EVALUATION REPORT  
JULY 1, 2011-JUNE 30, 2012**

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
PARATRANSIT/ DEMAND RESPONSE TRIPS	93	115	85	104	116	118
PARATRANSIT/ DEMAND RESPONSE VEHICLE MILES	2,211.00	2,603.00	2,172.00	2,614.00	2,468.00	2,656.00
FIXED ROUTE TRIPS	734	825	751	680	634	570
FIXED ROUTE VEHICLE MILES	6,370.00	7,419.00	6,620.00	6,538.00	6,675.00	6,378.00

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
PARATRANSIT/ DEMAND RESPONSE TRIPS	143	128	106	108	92	95
PARATRANSIT/ DEMAND RESPONSE VEHICLE MILES	3,125.00	2,754.00	2,449.00	2,509.00	2,494.00	2,502.00
FIXED ROUTE TRIPS	595.00	656	646	706	702	640
FIXED ROUTE VEHICLE MILES	6,433.00	6,880.00	6,958.00	6,620.00	7,024.00	6,437.00

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	YTD
<b>PARATRANSIT/ DEMAND RESPONSE TRIPS</b>	<b>1,303.00</b>
<b>PARATRANSIT/ DEMAND RESPONSE VEHICLE MILES</b>	<b>30,557.00</b>
<b>FIXED ROUTE TRIPS</b>	<b>8,139.00</b>
<b>FIXED ROUTE VEHICLE MILES</b>	<b>80,352.00</b>

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Attachment number 1  
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# Richland County Council Request of Action

**Subject**

IT Server Room HVAC Upgrade [**PAGES 34-38**]

**Reviews**

# Richland County Council Request of Action

**Subject:** IT Server Room HVAC Upgrade

**A. Purpose**

Council is requested to authorize the expenditure of budgeted funds for bid award to upgrade the Heating, Ventilation, Air Conditioning (HVAC) systems in the main server/data center at 2020 Hampton St. from the Department of Support Services budget.

**B. Background / Discussion**

The main Information Technology (IT) server/data center is located on the third floor of 2020 Hampton St. This room houses the IT system that provides mission critical functions to departments throughout the county. Thus, it is critical that this room remains operational continuously, without any interruption.

The equipment is very sensitive to environmental conditions of temperature and moisture, so both must be controlled within strict operating parameters. These parameters require we maintain a working environment between 65° and 70° Fahrenheit with a relative humidity between 40% and 50%.

Over the years, additional equipment and more powerful servers has increased heat load within the room. The technology of this equipment has also changed, generating a need for mechanical changes in how the environments of these IT rooms are controlled. Due to these factors, the computer equipment now overtaxes the existing HVAC equipment requiring it to operate near 100% capacity on a continuous basis. The room is currently cooled by utilizing a primary 10 ton unit and a 5 ton unit. Additionally, the 5 ton is the original unit set when the room was first designed. This unit has become unreliable, outdated, and cost prohibitive to repair and maintain.

The Department of Support Services has determined that we need to remove the 5 ton unit and replace it with a 20 ton HVAC unit. This new unit will become the primary unit and it will meet the primary cooling requirements for the space. As well as being a multi-stage unit that will not be required to operate at or near 100% capacity, the energy efficiency to maintain this room will be improved. The existing 10 ton unit then will become the redundancy/supplementary unit providing cooling during cases of primary equipment shutdown. Also as part of this project, as another level of redundancy, a Variable Air Volume (VAV) cooling box that utilizes the cold air from the building's main HVAC system, will be installed. (The VAV box will only be used in extreme emergencies, as this method will divert cooling from occupied space into the server room). This added failsafe will help extend the time available to make complete repairs of the primary HVAC unit before the room exceeds the working environmental requirements forcing IT system shutdowns.

During the evaluation of the new technology and design of the IT equipment, we visited newly designed IT server rooms in the Columbia area and determined that simple equipment replacement may not be sufficient for ensuring a good working system for many years into the future. So the department, through the established Request for Proposal (RFP) process, contracted with a mechanical engineering firm to evaluate the existing HVAC system, to establish current and future heat loads by interviewing the IT Department staff, to evaluate

methods of improving air flow, and to provide a solution that would address the County's needs into the foreseeable future.

The engineers confirmed that today's IT equipment requires improvements in our 20 year old air delivery system to remove the heat surrounding the compact IT equipment and to control moisture. The evaluation generated a design that included known and forecasted equipment through information gathered from the IT Department, which is required to maintain their operational support to the entire County.

The project was advertised for solicitations as designed by the mechanical engineer. The solicitation had a base bid and two alternates. Alternative #1 was for adding an emergency power transfer switch to power the new unit in case of a power failure via a temporary back-up generator. This switch would be located in the main electrical room on the 1st floor. Alternative #2 was for deducting the Direct Digital Control (DDC) controls and to operate the units and VAV box and tie the system into the fire detection and suppression system with stand-alone electric thermostats and on-board unit controls. County staff concurred with the engineer's recommendation not to move forward with either alternate and consider the base bid only.

There were a total of two proposals received by procurement from McCarter Mechanical and Cullum Mechanical. The bids were as follows:

<b>Prime Contractor</b>	<b>Base Bid</b>	<b>Alt #1 (Transfer Switch)</b>	<b>Alt #2 (Stand Alone Ctrls)</b>
McCarter Mechanical	\$142,846.00	\$24,500.00	-\$5,400.00
Cullum Mechanical	\$129,062.00	\$43,000.00	-\$5,544.00

After reviewing the proposals, the engineering firm recommended to only accept the base bid. Cullum Mechanical was the firm that was recommended as the most responsive, responsible, inclusive, inexpensive responder that met materially with the specifications and requirements as publicized.

The total cost for this project is \$129,062.00 plus 15% contingency totaling \$148,421.00. The contingency is requested to address any unforeseen conditions due to the complexity of manufacturing and installation of the redundant VAV box system to include installation of plumbing through the facility roof system and mounting condensing equipment on the facility roof. Contingency use must be requested, evaluated and recommended by the engineer. No contingency use would be approved without strict scrutiny of all the facts and possible options, by the facilities project management team.

Negotiation of contract terms, if approved by Council, is to be initiated with Cullum Mechanical, to schedule and to complete the work as designed. Should negotiations break down, the next most responsive, responsible responder will be contacted to negotiate project requirements and schedules.

The Department of Support Services, Facilities and Grounds Division, will oversee the project to ensure the County's interests are protected by ensuring contractor quality, and will work with the IT Department to allow the server room and surrounding areas to continue normal operations with minimal interruption and impact.

**C. Legislative / Chronological History**

Council approved the replacement/upgrade of the 5 ton unit in the 2012 budget, but as the project evaluation progressed, we had to review the changing technologies in equipment to be maintained. In doing so, we determined that equipment replacement alone would not insure our ability to maintain the room environment into the future or in as an efficient manner.

**D. Financial Impact**

There are no additional funds requested for this project. Support Services has all necessary funds in their current budget oversight. Initial funding for this project was part of the approved 2012 budget, and sufficient funds have been identified by the department to support the system air flow improvements and redundancy design implementation.

Funds are available in the existing Support Services budget noted below:

- \$98,899 in GL-1100317002.530400 programmed through the budget process
- \$49,522 in JL-10880000.530400 for the contingency, airflow design improvements, and supply redundancy equipment.

**E. Alternatives**

1. Authorize Procurement Department Director to enter into and award a contract with Cullum Mechanical, who has been determined to be the most responsive, responsible, inclusive, and inexpensive responder complying materially with the specifications as advertised.
2. Direct staff to negotiate a new scope with Cullum Mechanical that will include the primary equipment replacement only. This alternative would only solve the short-term needs of maintaining the room environment, but it would not address or establish the emergency redundant system. In the future, we would have to revisit this project to establish funding for a plan to improve the air delivery system and/or equipment replacement.
3. Do not approve the expenditure of the funds and leave the existing HVAC systems in place. However this option will foster increased maintenance and utility costs and exposes the IT server room to extreme environmental conditions and failure of critical computer equipment. This option also will result in increased emergency responses by county maintenance and IT personnel to respond to ever increasing failures.

**F. Recommendation**

It is recommended by Support Services that Council authorize option # 1 under section E to authorize Procurement Department Director to enter into and award a contract with Cullum Mechanical for improvements to the IT sever room HVAC system to include installing the redundant emergency system.

Recommended by: John Hixon

Department: Support Services

Date: 9/28/12

**G. Reviews**

**Finance**

Reviewed by : Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Information Technology**

Reviewed by: Janet Claggett

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Tony McDonald

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This project is a planned capital improvement project for which funds have been budgeted, as outlined above. Approval, therefore, is recommended.

# Richland County Council Request of Action

**Subject**

Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase) [**PAGES 39-51**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Ridgewood Monticello Road Streetscape Project (Bid Award Approval  
And Commercial Lighting Fee Increase)

### **A. Purpose**

County Council is requested to approve two items related to the Ridgewood Monticello Road Streetscape Project. Approval is requested for the bid to be awarded to Cherokee Construction and to approve changes to the lighting agreement made by South Carolina Electric & Gas (SCE&G).

### **B. Background / Discussion**

The Ridgewood Monticello Road Streetscape design is focused on repair of existing infrastructure, safety and beautification. There are residents, businesses, schools and churches directly impacted by the project. The community is located immediately south of Interstate 20 at Monticello Road near the Exit 68 interchange (see map). Updates to this area are reflective of the 2004 Council-approved Ridgewood Master Plan.

County Council is requested to approve two items related to the Ridgewood Monticello Road Streetscape Project.

1. Approval is requested for the Phase I (of II) bid to be awarded to Cherokee Construction. This vendor was vetted through the County's Procurement Department and determined to be the lowest, responsible, responsive bidder at \$315,815.20 for Phase I of the Ridgewood Monticello Road Streetscape Project. This project will be bid and constructed in two phases. Initially, the Monticello Road Streetscape Project was estimated to cost \$500,000. (The entire project (Phase I and II) was estimated by BP Barber to cost \$500,000. At this time we have a bid for Phase I. Phase I is approximately 75% of the project.) The construction will be phased over 2 years (FY's 2012-2013). This plan of action was chosen due to the availability of CDBG funding. Richland County Community Development has allocated Community Development Block Grant (CDBG) funds for Phase I of construction.

Phase I consists of the demolition of 5219 Ridgeway St; replacement of 1,818 SF retainer wall; construction of sidewalk and curb ramp; creation of detectable warning surfaces including cross walks and stamped asphalt at 3 intersections; construction of a pocket park and installation of a shelter at bus stop. Phase I is expected to take 120 days to complete.

2. County Council is also requested to approve changes made to the lighting agreement to include a fee increase for 30 decorative streetlights (Phase I) along Monticello Road commercial corridor and a one-time installation charge of \$3,200.

Please note that on March 16, 2010 Council approved a 10 year Lease Agreement for lighting for this project with SCE&G. The overall project had several delays and now the project is proceeding again. (For more than a year, staff was negotiating acquisitions of two properties needed for project construction. The project was also delayed by end of County's fiscal year.)



The original 2010 Terms of the Agreement with SCE&G were negotiated by Richland County Legal Department and SCE&G Legal before approval by Council. In March 2010, there were two five-year Agreements that would run consecutively for the installation and maintenance of 45 lights. Those agreements were not executed due to project construction delays.

Because two years have passed since Council’s initial approval of the agreement, the 2 five-year agreements have been replaced by a ten year agreement. The new agreement reflects that the total number of lights is 45. Lighting under Phase I construction was increased from 28 to 30 lights. In addition, there is now an up-front, one-time installation charge of \$3,200, which can be paid by CDBG funds. Also, there is a rate increase for lights from a monthly charge of \$25.33 per light to \$26.16 per light (30 lights total in Phase I) and the fee for early termination increased. If Richland County decided to terminate the agreement prior to the fifth year of service, there would be termination penalty. No other changes have been made to the agreement.

A comparative table reflecting changes over this two year period are found in the following table:

2009/2010 Phase 1 Agreement	2012 Phase 1 Agreement
Contract was for 28 Lights/Poles	Contract is for 30 Lights/Poles
The monthly lease rate for each light/pole was \$25.33	The current monthly lease rate for each light/pole is \$26.16
The was no required up-front installation charge	We now will require an up-front installation charge of \$3,200.00
The termination value at 5 years was \$40,660.32	The current termination value at 5 years is now \$41,581.24
Total Annual Budget \$8,510.88	Total Annual Budget \$9,417.60

The new agreement will be effective when signed by both parties for a period of 10 years and must be signed prior to installation of lighting. Richland County will need to sign the Agreement (attached) for Phase I lighting and Richland County will only be charged for lights as they are installed and operational. Language highlighted in yellow indicate document changes. A separate agreement will be presented to Council at a later date for Phase II which includes 15 lights, of which eight (8) are in the County. The City of Columbia has agreed to fund a portion of the Phase II construction, once we begin to reach the end of Phase I. (We have a letter of financial commitment from the City Manager. Community Development staff has been instructed to create an MOU for Phase II, which is forthcoming.)

**C. Legislative / Chronological History**

March 16, 2010 – Council approved the SCE&G lighting agreement and agreed to pay for leasing fees and maintenance of the lighting for a total of 10 years with Neighborhood Improvement Program funds.

March 20, 2012 – Council approved the acquisition of two properties for this project along Monticello Road. The funds to pay for the acquisition will come from CDBG funding.

**D. Financial Impact**

The financial impact to the Community Development Department for Phase I of the Monticello Road Streetscape Project for acquisition, construction (\$315,815.20), and lights installation (\$3,200) is \$319,015.20. CDBG grant funds have been reserved for this purpose.

The financial impact to the Neighborhood Improvement Program to lease 30 underground, decorative lights along Monticello Rd for 10 years is \$94,176.00. The annual cost will be \$9,417.60 or \$784.80 per month. Please note that SCE&G Lighting Rates are subject to change within this ten year period. By signing SCE&G's 10 Year Lighting Agreement, Richland County will be responsible for the monthly lease for 10 years at a minimum. Neighborhood Improvement Program (NIP) funds will be used to pay for service and maintenance.

\*\*See attached SCE&G rate schedule and written agreements.

**Ridgewood Monticello Road Streetscape Project**

Streetscape Construction (FY 2011 & 2012 CDBG)	\$315,815.20
Light Installation Fee (FY 2011 & 2012 CDBG)	\$ 3,200.00
Ten year lighting service and maintenance (*Neighborhood Improvement Program)	<u>\$ 94,176.00*</u>
<b>TOTAL</b>	<b>\$413,191.20</b>

*Note: Projected cost for Phase II construction is \$234,184.80 and \$47,088 for installation, service and maintenance of 15 Lights. Phase II construction will be funded using CDBG and the City of Columbia has committed \$71,000 for Phase II construction.*

**E. Alternatives**

- Approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). Approve the revised lighting agreement between SCE&G and Richland County. The cost to the County will provide the power service fee and maintenance fees for a total of 10 years.
- Approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). Do not approve the revised SCE&G lease agreement. The County would install lights privately at an estimated cost of \$150,000-175,000 with the County paying for maintenance and paying SCE&G for electrical power only.
- Approve neither the bid award to Cherokee Construction nor the revised lighting lease agreement with SCE&G. The Monticello Road Streetscape Design would not continue.

**F. Recommendation**

It is recommended that Council approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). It is also recommended that Council also approve the revised lighting fee agreement between SCE&G and Richland County.

Recommended by:	Department:	Date:
<u>Valeria Jackson, Director</u>	<u>Community Development</u>	<u>October 4, 2012</u>

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Procurement

Reviewed by: Rodolfo Callwood

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Grants

Reviewed by: Sara Salley

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as this project is included in the Ridgewood Master Plan and can utilize CDBG grant funds.

### Planning

Reviewed by: Tracy Hegler

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, ARTICLE VII (Term), ARTICLE IV (Early Termination Charge), and EXHIBIT A are not totally consistent as to the early termination charge. The language should be cleaned up.

### Administration

Reviewed by: Sparty Hammett

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to award Cherokee Construction the Monticello Road Streetscape construction project (Phase I) using CDBG funds. It is also recommended that Council approve the revised lighting fee agreement between SCE&G and Richland County. As indicated by Ms. McLean, the language regarding early termination should be revised.

**AGREEMENT COVERING AREA LIGHTING**

**RICHLAND COUNTY  
PHASE 1  
MONTICELLO ROAD STREETScape  
RIDGWAY STREET TO KNIGHTNER STREET  
COLUMBIA, SOUTH CAROLINA 29203**

THIS AGREEMENT is entered into and effective this 14<sup>th</sup> day of September, 2012, by and between "Customer", **Richland County** and South Carolina Electric & Gas Company, "Company".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

**ARTICLE I**

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

**ARTICLE II**

RATE: Customer shall be billed in accordance with Company's "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$26.16 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$784.80 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 watt high pressure sodium Acorn-Style Luminaire	\$16.86	30	\$505.80
18	17' black fiberglass pole	\$9.30	30	\$279.00
			<b>Total</b>	<b>\$784.80</b>

**ARTICLE III**

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$3,200.00 to be paid by Customer to Company prior to installation. Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

#### ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to provide and install underground wiring and appurtenances for thirty (30) 150 watt high pressure sodium Acorn-Style luminaires mounted on thirty (30) 17' black fiberglass poles. This lighting installation will be located along Monticello Road from Ridgeway Street to Knightner Street (southern intersection) on the east side of Monticello Road, and from Knightner Street (southern intersection) to Knightner Street (northern intersection) on both sides of Monticello Road located in Columbia, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

\_\_\_\_\_  
Customer Initial/Date

#### ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductor, and conduit and electrical connections. The replacement lamps shall be limited to Company's standard 150 watt high pressure sodium and the replacement photocells shall be limited to Company's standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company, as non-standard equipment is not kept in Company inventory. Company shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

#### ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors. If Customer elects, for any reason, to require removal or

Item# 6

relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

## **ARTICLE VII**

**TERM:** This Agreement shall continue for the full initial term of five (5) years ("Initial Term"). Thirty (30) days prior to the end of the Initial Term, Customer shall notify Company in writing whether or not it intends to let the Agreement term expire or extend the Agreement term for an additional five (5) year period ("Extension Term"). Customer may terminate (or after the completion of the Initial Term, choose not to extend for the Extension Term) this Agreement at the end of any year in either the Initial Term or the Extension Term, in which case Customer will be liable for a payment in the amount specified on Exhibit A. Following completion of the Extension Term, this Agreement shall continue thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate. In the event of a termination after both the Initial Term and the Extension Term (a total of ten years), no payment arising as a result of the termination shall be due from the Customer.

## **ARTICLE VIII**

**TERMINATION FOR DEFAULT BY CUSTOMER:** The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article IX shall apply.

## **ARTICLE IX**

**EARLY TERMINATION CHARGE:** Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

## **ARTICLE X**

**LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE MAXIMUM

AMOUNT THAT THE COUNTY COULD BE LIABLE TO A THIRD PARTY UNDER THE SOUTH CAROLINA TORT CLAIMS ACT, WHICH AMOUNT IS CURRENTLY THREE HOUNDRED THOUSAND DOLLARS (\$300,000).

**ARTICLE XI**

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDNG THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

**ARTICLE XII**

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

**ARTICLE XIII**

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

**ARTICLE XIV**

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company, which consent will not be unreasonably withheld or delayed.

**ARTICLE XV**

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

**ARTICLE XVI**

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

**ARTICLE XVII**

**COVENANTS:** This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

**ARTICLE XVIII**

**ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

**RICHLAND COUNTY**

By: \_\_\_\_\_

(Print  
Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

By: \_\_\_\_\_

(Print Name): Daniel F. Kassis \_\_\_\_\_

Title: Vice President of Customer Service \_\_\_\_\_

Date: \_\_\_\_\_



**RATE 18**

**UNDERGROUND  
STREET LIGHTING**  
(Page 1 of 2)

**AVAILABILITY**

This rate is available to customers, including municipal customers, using the Company's electric service for street and area lighting served from existing underground distribution facilities.

**APPLICABILITY**

Applicable only to outdoor lighting high intensity discharge fixtures, either high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

**RATE PER LUMINARIES**

SIZE AND DESCRIPTION			Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W)	(Acorn, Round, or Octagonal Style)*	\$ 16.49	41
15,000 Lumens	(HPS) (150W)	(Acorn, Round, or Octagonal Style)*	\$ 16.86	62
9,000 Lumens	(MH) (100W)	(Traditional)	\$ 12.12	37
15,000 Lumens	(HPS) (150W)	(Traditional)	\$ 12.55	62
9,000 Lumens	(MH) (100W)	(Shepherd)	\$ 25.06	41
15,000 Lumens	(HPS) (150W)	(Shepherd)	\$ 26.81	62
42,600 Lumens	(MH) (400W)	Hatbox	\$ 32.18	159
50,000 Lumens	(HPS) (400W)	Hatbox	\$ 30.97	158
110,000 Lumens	(MH) (1000W)	Hatbox	\$ 49.82	359
140,000 Lumens	(HPS) (1000W)	Hatbox	\$ 45.50	368
30,000 Lumens	(MH) (320W)	Shoebox Type	\$ 26.62	123
45,000 Lumens	(HPS) (400W)	Shoebox Type	\$ 23.12	158
30,000 Lumens	(MH) (320W)	Cobra Flex	\$ 30.74	120
50,000 Lumens	(HPS) (400W)	Cobra Flex	\$ 30.80	152

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,000 Lumens	(MH) (100W)	(Modern)	\$ 12.12	37
15,000 Lumens	(HPS) (150W)	(Modern)	\$ 12.55	62
9,000 Lumens	(MH) (100W)	(Classic)	\$ 15.90	37
15,000 Lumens	(HPS) (150W)	(Classic)	\$ 16.76	62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

7,500 Lumens	(MV) (175W)	(Acorn, Round, or Octagonal Style)*	\$ 16.18	69
7,500 Lumens	(MV) (175W)	(Traditional)	\$ 12.05	69
7,500 Lumens	(MV) (175W)	(Shepherd)	\$ 23.52	69
7,500 Lumens	(MV) (175W)	(Modern)	\$ 12.05	69
7,500 Lumens	(MV) (175W)	(Classic)	\$ 16.07	69
10,000 Lumens	(MV) (250W)	(Acorn, Round, or Octagonal Style)*	\$ 17.69	95
20,000 Lumens	(MV) (400W)	Shoebox Type	\$ 21.44	159
36,000 Lumens	(MH) (400W)	Hatbox	\$ 32.37	159
40,000 Lumens	(MH) (400W)	Shoebox Type	\$ 28.47	159

**RATE PER POLE**

15' Aluminum Shepherd's Crook / Direct Buried (Mounted Height)	\$ 26.75
15' Aluminum Shepherd's Crook / Base Mounted (Mounted Height)	\$ 34.40
12' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.00
14' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.65
17' Standard Fiberglass (Mounted Height)	\$ 9.30
42' Square Aluminum/Direct Buried (35' Mounted Height)	\$ 25.60
42' Round Aluminum/Direct Buried (35' Mounted Height)	\$ 25.60
35' Round Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 32.50
35' Square Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 35.50

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**EXHIBIT A - Phase I**

9/14/2012

**Early Termination Charge Estimate**

**Project Name:** Phase I - Ridgewood Revitalization Project (Monticello Road Streetscape)

**Light Fixtures:** 150 W HPS Acorn 30 \$14.66

**Light Poles:** 17' Black Fiberglass Pole 30 \$9.30

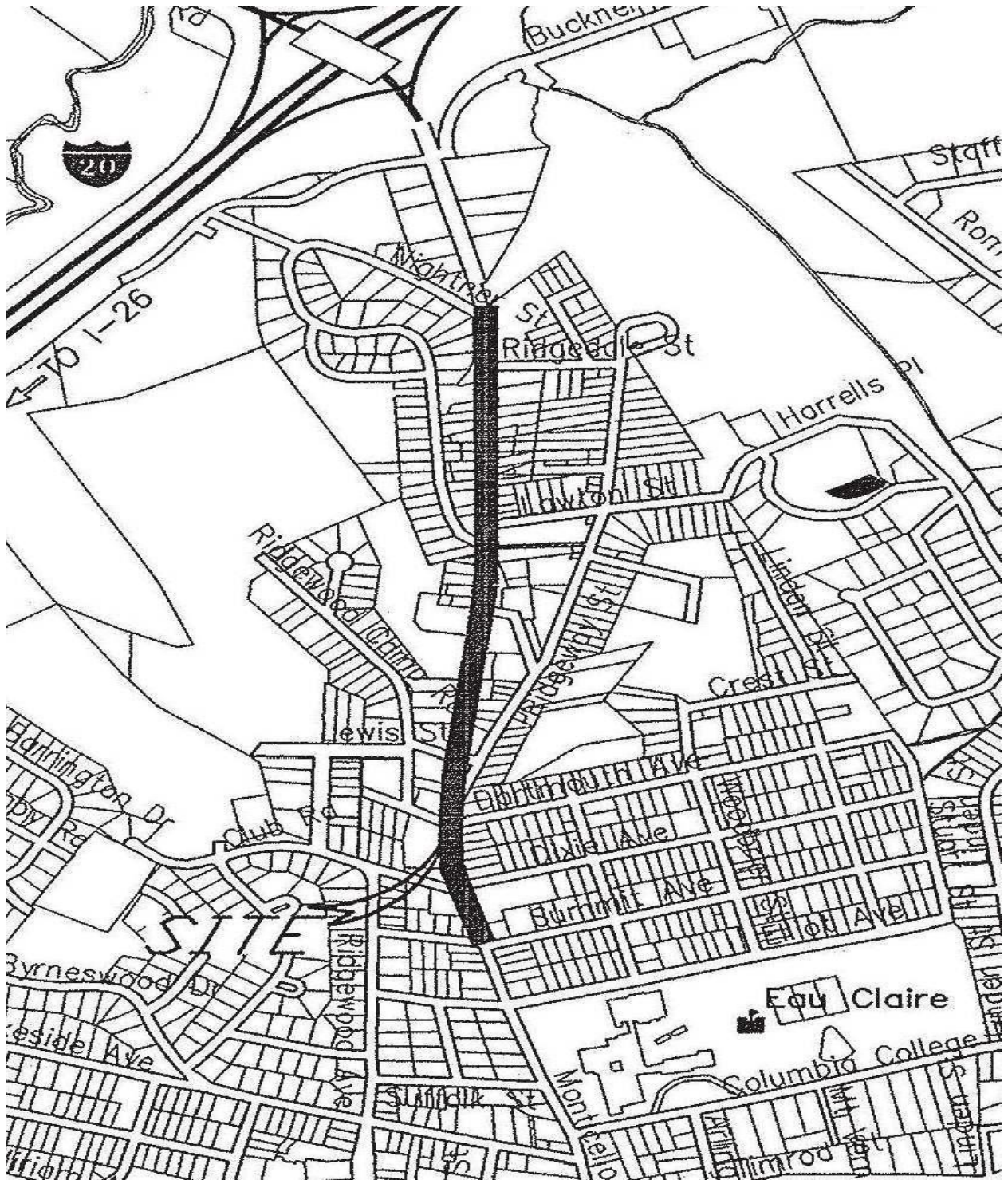
**Original Cost of Installed Equipment:** \$ 32,417.00

**Depreciation Rate:** 4.59%

**Annual Depreciation (Straight Line)** \$ 1,487.94

<u>Year</u>	<u>Months Remaining in Term</u>	<u>Original Cost Less Depreciation</u>	<u>Removal and Disposal</u>	<u>Salvage</u>	<u>Total Cancellation Fee</u>
1	120	\$ 32,417.00	\$ 18,116.00	\$ 3,000.00	\$ 47,533.00
2	108	\$ 30,929.06	\$ 18,116.00	\$ 3,000.00	\$ 46,045.06
3	96	\$ 29,441.12	\$ 18,116.00	\$ 3,000.00	\$ 44,557.12
4	84	\$ 27,953.18	\$ 18,116.00	\$ 3,000.00	\$ 43,069.18
5	72	\$ 26,465.24	\$ 18,116.00	\$ 3,000.00	\$ 41,581.24
6	60	\$ 24,977.30	\$ 18,116.00	\$ 3,000.00	\$ 40,093.30
7	48	\$ 23,489.36	\$ 18,116.00	\$ 3,000.00	\$ 38,605.36
8	36	\$ 22,001.42	\$ 18,116.00	\$ 3,000.00	\$ 37,117.42
9	24	\$ 20,513.48	\$ 18,116.00	\$ 3,000.00	\$ 35,629.48
10	12	\$ 19,025.54	\$ 18,116.00	\$ 3,000.00	\$ 34,141.54

# Ridgewood Monticello Road Streetscape Project Map



Item# 6

# Richland County Council Request of Action

**Subject**

Broad River Road Corridor Lighting Project [**PAGES 52-61**]

**Reviews**

# Richland County Council Request of Action

**Subject:** Broad River Road Corridor Lighting Project

## **A. Purpose**

County Council is requested to approve a five (5) year+ agreement with SCE&G for the installation and monthly maintenance of street lights along Broad River Road in the Broad River Road Corridor and Community Study area, from the Broad River Bridge to the Harbison State Forest. This would involve monthly installments of \$664.95 for thirty-three (33) lights.

## **B. Background / Discussion**

Richland County Council is being asked to approve the installation of thirty-three (33) 400 watt high pressure sodium Cobra head-style fixtures on six foot arms mounted to existing SCE&G electric poles in the Broad River Road Corridor and Community Master Plan area as a step towards implementation of the master plan. Installation of the 33 lights will require one (1) additional transformer to serve the lights.

A total of fifty-three (53) lights will actually be installed, but twenty (20) of those lights fall within the City of Columbia municipal boundaries. The City of Columbia is in the process of agreeing to provide funding for the twenty (20) lights and one (1) transformer that is within their municipal boundaries as a part of their lighting agreement with SCE&G. It is anticipated that City Council will approve the request in November.

## **C. Legislative/Chronological History**

Funding for the lighting in the Broad River Road Corridor in the amount of \$75,000 was approved and appropriated during FY 12 from the Planning and Development Services Department/Neighborhood Improvement Program Division budget. The FY 12 funds were rolled over to FY 13, as these funds were not used in FY 12; therefore, funding exists for this project.

## **D. Financial Impact**

The cost per year for the 33 lights is \$7,979.40. In addition, an upfront cost of \$800.00 is required to install the needed transformer for the Richland County-Broad River Road Streetscape project located along Broad River Road from Harbison Boulevard to Marley Drive.

Qty	Type of Luminaire	Rate	Lease Charges/Month
33	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$ 20.15
Total Lease Charges Per Month			\$664.95

The total cost for the first five years under the proposed agreement with SCE&G would be \$40,697.00 (\$7,979.40 X 5 years + \$800 transformer). However, funds in the amount of \$75,000 for installation and monthly charges were appropriated during FY 12 (and rolled over

Item# 7

to FY 13) from the Planning and Development Services Department/Neighborhood Improvement Program Division budget.

This appropriation (\$75,000) is in excess of what is quoted in this contract (\$40,697.00 for 5 years, includes transformer), which means that the contract could be extended for an additional four years beyond the original term. The contract states that the contract will continue year to year after the first five years unless either Party gives written notice 30 days prior to the end of a term. (\$7,979.40 X 9 years + \$800 transformer = \$72,614.60; \$75,000 was budgeted for this project.)

#### **E. Alternatives**

1. Approve the request to install the needed lighting for the Broad River Road Corridor as a first step towards implementation of this Master Plan.
2. Do not approve the request to install lighting for the Broad River Road Corridor.

#### **F. Recommendation**

It is recommended that Council approve the request to install the 33 lights within the Broad River Road Corridor and Community Study area.

Recommended by: Tracy Hegler                      Department: Planning                      Date: October 1, 2012

#### **G. Reviews**

##### **Finance**

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation based on previous Council approval of project, funding availability and Planning Director recommendation.

##### **Procurement**

Reviewed by: Rodolfo Callwood

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

##### **Legal**

Reviewed by: Elizabeth McLean

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, the County cannot indemnify or hold harmless a third party. The offending language has been removed from the attached contract.

**Administration**

Reviewed by: Sparty Hammett

Date: 10/18/12

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval, as indicated in the ROA, Council previously approved the lighting during the FY12 budget process.

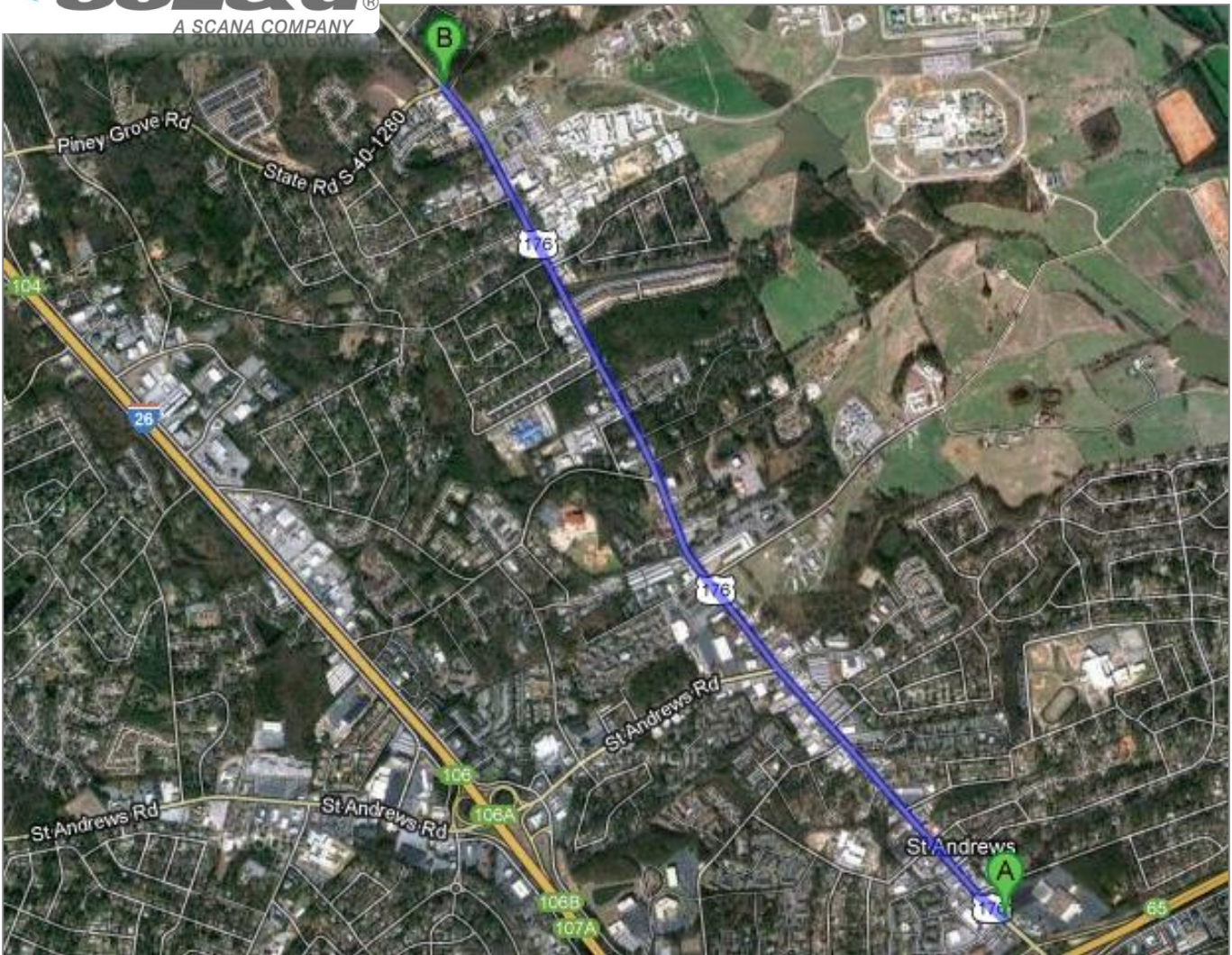


Richland County  
Broad River Road Streetscape

Broad River Road Streetscape

**Scope:** Street lighting from Briargate Cir/Marley Drive to Piney Grove Road.

**Proposal:** Installation of 53 Fixtures along the approximate 2.5



miles of Broad River Road.



**Description**

Install 53 – 400 watt high pressure sodium Cobrahead–style fixtures on six foot arms mounted on existing SCE&G electric poles

- 33 lights fall inside the Richland County municipal boundary and 20 lights fall inside the City of Columbia municipal boundary
- This installation will require one additional transformer to serve some of the lights and, therefore, this installation will require an up-front installation charge of \$800.00
- Requires a 5 year lighting agreement with Richland County
- All Lighting Rates are subject to any PSC-approved rate increases

**Total Charges**

- Up-front installation charge of \$800.00
- 33 Fixtures @ \$20.15 each per month = \$664.95 total per month

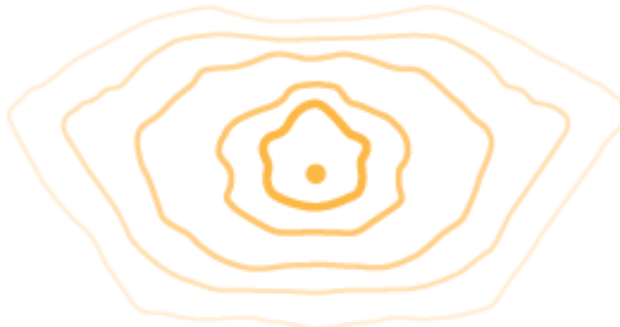
**Cobrahead Roadway Cutoff**

This cutoff-style cobrahead emanates useful light at lower angles for a precise distribution. Optics are computer-designed for maximum performance.



**WATTAGE/TYPE**  
150 HPS 15,000 Lumens  
400 HPS 50,000 Lumens  
100 MH 9,000 Lumens  
320 MH 30,000 Lumens

**AREA OF ILLUMINATION**



**Item# 7**

# AGREEMENT FOR PRIVATE SECURITY LIGHTING SERVICE

**THIS AGREEMENT** made this 8<sup>th</sup> day of October, 2012 by and between South Carolina Electric & Gas Company, for itself, its successors and assigns hereinafter called "Company" and **Richland County – Broad River Road Streetscape** located along Broad River Road from Harbison Boulevard to Marley Drive in Columbia, South Carolina, hereinafter called "Customer".

It being agreed and understood that:

- EQUIPMENT:** Company will install and maintain standard light(s) and pole(s) as follows:

Qty	Type Luminaire(s)/Pole(s)	Rate	Lease Charges/Month
	100 Watt Metal Halide, 9,000 Lumens	26	\$
	150 Watt High Pressure Sodium, 15,000 Lumens	26	\$
	320 Watt Metal Halide, 30,000 Lumens	25	\$
33	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$20.15
	30' Wooden Pole	26	\$
	35' Wooden Pole	26	\$
	25' Fiberglass Pole	26	\$
	Other:	X	\$
<b>TOTAL LEASE CHARGES PER MONTH:</b>			<b>\$664.95</b>

All charges are subject to S.C. sales tax and all other applicable fees. These charges are in accordance with Company's published rates. Company will retain ownership of facilities installed on Customer's premises.

- LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.
- TERM:** The initial term of the Agreement is for five (5) years, beginning on the date service is established, and Agreement continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate the Agreement, except as noted in Item 5 below.
- DEPOSIT:** Customer will make a deposit of \$0.00 before commencement of the lighting installation. Deposit will be refunded, together with any interest then due, less any monies owed for service, at the end of the Agreement term, provided Customer's payment history has been satisfactory. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. Company reserves the right to terminate this Agreement and remove the lighting facilities at any time at its sole discretion. In this event, no termination charge will be applied.
- EARLY TERMINATION CHARGE:** Customer requested cancellation of this Agreement prior to expiration of the initial Agreement term as noted in Item 3 above will result in an early termination charge of \$2,475.00. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; or 3) discontinuation of access. In the event of default by Customer, Company reserves the right to terminate this Agreement, upon written notice to Customer and the early termination charges shall apply. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.
- RIGHT OF WAY:** Customer hereby grants Company free access and right of way to maintain, install and remove any and all luminaires, poles, conductors and appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.
- INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities, (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for: 1) notification to Company of any non-functioning or mal-functioning luminaires; 2) obtaining all applicable governmental permissions; 3) compliance with any governmental ordinances; and 4) payment to Company any and all costs associated with

Item# 7

change-out of lighting fixtures associated with Customer's non-compliance noted above. Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances, including replacement of Company's standard lamps, photocells, poles, fixtures, conductors, conduit and electrical connections due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer

responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles. \_\_\_\_\_

Customer Initials/Date

- 8. **RELOCATION:** If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.
- 9. **RATES AND TERMS:** The Rates and Terms under this Agreement are in accordance with Company's published Rates and General Terms and Conditions which are incorporated herein by reference and are available upon request. Rates and Terms are subject to change at any time by the South Carolina Public Service Commission in the manner prescribed by law.
- 10. **LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. ~~CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES.~~

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

- 11. **WARRANTIES:** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

**OTHER CONSIDERATIONS:** Deposit waived – Left in as Termination Charge. Contribution in Aid to Construction of \$800.00 is required for this installation and to be paid prior to installation.

\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**RICHLAND COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME: Daniel F. Kassis \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE: Vice President of Customer Service \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

**RATE 26**

**OVERHEAD PRIVATE STREET LIGHTING**

**AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting.

**RATE**

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

	SIZE AND DESCRIPTION	Lamp Charges per Month	kWh per Month
9,000	Lumens (MH) (100W) Closed Type	\$ 10.36	37
15,000	Lumens (HPS) (150W) Open Type	\$ 10.64	57
15,000	Lumens (HPS) (150W) Closed Type	\$ 12.06	62
30,000	Lumens (MH) (320W) Closed Type	\$ 18.64	123
50,000	Lumens (HPS) (400W) Closed Type	\$ 20.15	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500	Lumens (HPS) (100W) Open Type	\$ 10.59	38
9,500	Lumens (HPS) (100W) Closed Type	\$ 10.59	38
15,000	Lumens (HPS) (150W) Open Type - Retrofit	\$ 10.64	63
27,500	Lumens (HPS) (250W) Closed Type	\$ 17.41	102
45,000	Lumens (HPS) (360W) Closed Type - Retrofit	\$ 19.75	164

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

7,500	Lumens (Mercury) (175W) Open Type	\$ 9.82	69
7,500	Lumens (Mercury) (175W) Closed Type	\$ 12.07	69
10,000	Lumens (Mercury) (250W) Open Type	\$ 14.79	95
20,000	Lumens (Mercury) (400W) Closed Type	\$ 18.69	159

**Cost per month for each additional pole:**

	25'	30'	35'	40'	45'
(Fiberglass)	\$9.95	\$4.65	\$5.10	\$6.50	\$7.75

**MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

**ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS**

Fuel costs of \$.03541 per kWh are included in the monthly lamp charge and are subject to adjustment by the Public Service Commission of South Carolina.

**STORM DAMAGE COMPONENT**

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

**SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

**PAYMENT TERMS**

All bills are net and payable when rendered.

**TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

**SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Item# 7

# Richland County Council Request of Action

**Subject**

Conversion of a Part-time Paralegal Position to a Full-time Paralegal Position **[PAGES 62-65]**

**Reviews**

# Richland County Council Request of Action

**Subject:** Conversion of a Part-time Paralegal Position to a Full-time Paralegal Position

## A. Purpose

The Circuit Public Defender requests that County Council approve the conversion of a part-time paralegal position to a full-time paralegal position.

## B. Background / Discussion

The Richland County Public Defender’s Office has one part-time paralegal position in its budget. This position was for an individual working three days (22.5 hours) per week at a yearly salary of \$34,500. The person filling this position has left the employment of this office and Richland County. This position and salary was very specialized (death penalty support work) and we need to convert it to a more generalized paralegal position to more adequately support the core functions of this office.

Starting salary for a **full-time** paralegal in this department is \$28,407.60. The department is currently hiring five new attorneys and filling two existing vacancies which will increase the work load on the paralegal support staff.

The total cost (inclusive of FICA, retirement, medical, dental, and life insurances) for a full-time starting paralegal is estimated at \$39,000 per year. The total cost for the part-time is estimated at \$41,000 per year. The requested conversion will both save money and enhance the ability of this office to accomplish its mission.

There has been no prior action or request for action on this matter.

## C. Legislative/Chronological History

This is a staff initiated request and has no legislative/chronological history.

## D. Financial Impact

This request is a cost saving request as the starting salary of a full-time paralegal is cheaper than the currently budgeted part-time position. No funds are needed

Full Name	Salary Acct 511100 & 511300	FICA Acct 512200	Regular Retirement Acct 513100	Health Acct 513300	Dental Acct 513400	Life Acct 513500	Total Cost per Employee
<b>PART TIME (CURRENT)</b>	\$34,500.00	\$ 2,639.25	\$ 3,657.00	\$ -	\$ -	\$ -	\$40,796.25
<b>FULL TIME (PROPOSED)</b>	\$28,407.60	\$ 2,173.18	\$ 3,011.21	\$ 5,231.40	\$ 303.84	\$ 45.12	\$39,172.35

## E. Alternatives

1. Approve this request converting a part time paralegal position to a full time paralegal position. This will allow the department to more completely meet staffing needs at no increased cost to the County.
2. Deny the request and force the department to try and fill a position which was set up prior to the switch to county employee status to accommodate one specific individual who had a specific skill set which is not generally available in the market place.

## F. Recommendation

It is recommended that Council approve the request to convert a part time paralegal position to a full time paralegal position.

Recommended by: Circuit Public Defender Douglas Strickler  
Department: Public Defender  
Date: October 8, 2012

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of Council. Below is some related information for consideration.

- The current method for approval of the departmental position count is through the annual budget
- The Public Defender currently receives funding from the County of approximately \$1.6m. Additional funds are received from the State and Kershaw County
- Council approved the addition of five attorney positions in the FY13 budget
- Based on the ROA, the request would be cost neutral

### Human Resources

Reviewed by: Dwight Hanna

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of County Council.

### Legal

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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



**Administration**

Reviewed by: Sparty Hammett

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval to convert the position in the Public Defender's Office. The conversion of the position would be cost neutral. A budget amendment is required to create a new FT position. If recommended for approval, a budget amendment will be created.

# Richland County Council Request of Action

**Subject**

Executive Session: Personnel Matter

**Reviews**