

**RICHLAND COUNTY COUNCIL
ADMINISTRATION AND FINANCE COMMITTEE**

Kit Smith, Chair
District 5

Mike Montgomery
District 8

Paul Livingston
District 4

Greg Pearce
District 6

Damon Jeter
District 3

*May 22, 2007
3:45 PM*

**Richland County Council Chambers
County Administration Building
2020 Hampton Street**

Call to Order

Approval of Minutes – April 24, 2007: Regular Session Meeting [Pages 3 – 5]

Adoption of Agenda

I. Items for Action

- A. Request to approve posting of the Civil Rights Act 1968 in County-occupied buildings**
[Pages 6 – 7]
- B. An ordinance providing for entering into a tax-exempt lease purchase transaction of not exceeding \$3,700,000 and a sublease with Allen University, to prescribe the purposes for which the proceeds shall be expended, to provide for the payment thereof, and other matters pertaining thereto**
[Pages 8 – 12]
- C. Memorandum of Understanding relating to the interim financing of the Central Midlands Regional Transit Authority**
[Pages 13 – 22]
- D. An ordinance amending the Richland County Code of Ordinance; Chapter 18, Offenses; So that all business establishments within the unincorporated areas of Richland County with gasoline or diesel fuel pumps shall require full payment in advance for any quantity of gasoline or diesel sold**
[Pages 23 – 26]

E. Detention Center: Request to approve expenditure in the amount of \$99,290.00 to Honeywell, Inc. for full maintenance coverage on the fire and security system for the Bluff Road Facility

[Pages 27 – 28]

F. Detention Center: Request to approve the expenditure in the amount of \$135,492.00 to W.B. Guimarin & Company, Inc. for maintenance of the Bluff Road Facility Housing and Energy Plant

[Pages 29 – 30]

G. Sheriff starting salary

[Pages 31 – 34]

II. Items for Discussion / Information

There are no items for discussion / information.

III. Items Pending Analysis

A. Incorporation of Ballentine

B. TIF Timeline

C. Partnership agreement for the sharing of Richland County GIS data

D. Licensing and location requirements for sexually-oriented businesses

[Additional information will be provided to Council prior to the committee meeting]

Adjournment

Staffed by: Joe Cronin

MINUTES OF



**RICHLAND COUNTY COUNCIL
ADMINISTRATION AND FINANCE COMMITTEE
TUESDAY, APRIL 24, 2007
6:00 P.M.**

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

MEMBERS PRESENT

Chair: Kit Smith
Member: Damon Jeter
Member: Paul Livingston
Member: Mike Montgomery
Member: L. Gregory Pearce, Jr.

ALSO PRESENT: Valerie Hutchinson, Bernice G. Scott, Joyce Dickerson, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Chief Harrell, Michael Byrd, Teresa Smith, Jennifer Dowden, Tamara King, Daniel Driggers, John Hixon, Donny Phipps, Anna Almeida, Jennie Sherry-Linder, Monique Walters, Michelle Onley

CALL TO ORDER

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

APPROVAL OF MINUTES

March 27, 2007 (Regular Session) – Mr. Montgomery moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Smith requested that Items A and B be moved to the end of the agenda.

Mr. Livingston moved, seconded by Mr. Montgomery, to approve the agenda as amended. The vote in favor was unanimous.

ITEMS FOR ACTION

Resolution to Distribute \$27,327.18 in Federal Forestry Funds – Mr. Pearce moved, seconded by Mr. Montgomery, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Ordinance Authorizing the Issuance of Revenue Refunding Bonds and Revenue Bonds for the Benefit of International Paper Company and Related Matters in Connection therewith – Mr. Livingston moved seconded by Mr. Montgomery, to forward this item to Council with a recommendation for approval and to request the Economic Development audit report on International Paper Company prior to the Council meeting. The vote in favor was unanimous.

Resolution Towards the Issuance of Revenue Refunding Bonds and Revenue Bonds for the Benefit of International Paper Company and Related Matters in Connection Therewith - Mr. Livingston moved seconded by Mr. Montgomery, to forward this item to Council with a recommendation for approval and request the Economic Development audit report on International Paper Company prior to the Council meeting. The vote in favor was unanimous.

Request to Renew Contract with Correct Care Solutions for the Provision of Medical Services at the Alvin S. Glenn Detention Center – Mr. Pearce moved seconded by Mr. Livingston, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Emergency Services: Request for Approval to Purchase Four New Ambulance Vehicles and Five New Chassis for Ambulance Remounts – Mr. Livingston moved, seconded by Mr. Montgomery, to forward to Council for a recommendation for approval the selection of Taylor Made Ambulance. The vote in favor was unanimous.

Request for Approval for the Administrator to Negotiate a Price with the Vendor Selected to Provide a CAD System for the Richland County/City of Columbia 911 Center – Mr. Livingston moved, seconded by Mr. Pearce, to forward to Council with a recommendation for approval. The vote in favor was unanimous.

Request to Approve a Budget Amendment to Risk Management, Ombudsman, and Central Services – Mr. Jeter moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Request to Approve a Budget Amendment to Increase the Coroner's Budget for Body Removal Services (\$50,000) – A discussion took place.

Ms. Smith moved, with unanimous consent, to request the Administrator to get an Attorney General's opinion if all unattended deaths have to be investigated or only those with suspicious circumstances.

Mr. Jeter moved, seconded by Mr. Montgomery, to forward this item to Council with a recommendation for approval. The vote was in favor.

ITEMS FOR DISCUSSION/INFORMATION

Incorporation of Ballentine – A discussion took place. Ms. Smith requested what services the citizens of Ballentine will receive that would afford them a higher level of service. What urban services are they going to receive? Ms. Smith also requested that staff make recommendations as to when a community should move to become a municipality and have the County define a policy that will be supported with some augmented services: e.g. Sheriff's Department, garbage pick-up, etc.

Request to Pursue all Monies Owed to Richland County by the City of Columbia – A discussion took place.

Mr. Montgomery moved, seconded by Mr. Jeter, to direct staff to propose a timeline to resolve the TIF issue. A discussion took place. The vote in favor was unanimous.

Mr. Livingston requested that staff to quantify any debt from the City.

Mr. Montgomery requested that Judge Harwell set a schedule and to make the parties adhere to it.

ADJOURNMENT – The meeting adjourned at approximately 6:40 p.m.

Submitted by,

Kit Smith, Chair

Richland County Council Request of Action

Subject: Fair Housing: Civil Rights Law of 1968

A. Purpose

County Council is requested to approve posting in all County owned or occupied buildings with public access, the Title VIII of the Civil Rights Act 1968 (Fair Housing Act) prohibiting discrimination in the sale, rental and financing of dwellings, and other housing –related transactions, based on race, color, national origin, religion, sex, familial status (including children under 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18) or handicap (disability).

B. Background / Discussion

In 2002 Richland County was designated an Entitlement Community by the US Department of Housing and Urban Development (HUD). In 2004 the County completed an Analysis of Impediments to Fair Housing. The study suggests that the County lacks sufficient public education of the Fair Housing Law (Title VIII of the Civil Rights Law of 1968). As an Entitlement Community the County is mandated by HUD to address each impediment when possible. The requested action is a cost effective measure that can have an unspecified impact on County residents. The action also demonstrates the County’s commitment.

C. Financial Impact

The project will be funded with Community Development Block Grant funds through the Community Development Department.

D. Alternatives

There are two alternatives that exist for this project:

1. Approve posting the Civil Rights Act 1968 in County occupied buildings. By doing so will empower County residents with information about their right to Fair housing choice. The size will be no less than 8 1/2 X 11 and no larger than 8 1/2 X 17 and will be placed in the most visible locations (i.e., information boards) determined by Public Information Office.
2. Do not approve posting the Civil Rights Act 1968 and do not address the recommendations provided in County’s Analysis of Impediments to Fair Housing Report completed in 2004.

E. Recommendation

Approve the request to post the Civil Rights Act 1968 (Fair Housing Act) in County occupied buildings.

Recommended by: Sherry Wright-Moore
Date: 03/26/07

Department: Community Development

F. Reviews

Finance

Reviewed by: Daniel Driggers
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/7/07
 Recommend Council denial

Legal

Reviewed by: Amelia Linder
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/7/07
 Recommend Council denial

Administration

Reviewed by: Tony McDonald
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/7/07
 Recommend Council denial

Richland County Council Request of Action

Subject: Ordinance authorizing the entering into of a tax-exempt lease purchase transaction by Richland County, South Carolina to benefit Allen University.

A. Purpose

County Council is requested to enter into a tax-exempt lease purchase transaction (the "Lease") on behalf of Allen University (Allen) in an amount not to exceed \$3,700,000. The Lease will be utilized as a mechanism to refinance energy efficiency equipment installed on the Allen campus (the "Equipment") pursuant to a performance contracting arrangement with Honeywell. Allen is guaranteed certain energy cost savings under the performance contract. Under the Lease, the County will acquire the Equipment and enter into a sublease agreement (the "Sublease") with Allen. Under the terms of the Sublease, Allen will bear all financial responsibility for the repayment of the Sublease and payments received under the Sublease will be the sole source of repayment of the Lease..

B. Background / Discussion

On or about September 2005, a GE taxable note was issued on behalf of Allen University to provide for the purchase of the Equipment pursuant to a Honeywell Performance Contract. On March 9, 2007, Honeywell proposed to refinance the Equipment on a tax-exempt basis. Honeywell's proposal requires the assistance of a local governmental unit to serve as a financing conduit. The County's Lease will be repayable solely form the revenues received by the County under the Sublease with Allen. The County will have no other financial obligation with respect to the Lease. If Allen fails to make the Sublease payments, Honeywell's only recourse will be to take back the Equipment as its collateral.

C. Financial Impact

There is no financial impact on the County associated with this request. Allen will be responsible for repayment of the financial obligations and any costs associated with the entering into by the County of these transactions. This arrangement will not impact the County's debt capacity or cause the County to incur financial liability.

D. Alternatives

1. Approve the County's entering into of the Lease and the Sublease. Approval of this transaction will reduce Allen's interest rate on the Equipment from 8.3% to 5.2%. A title of the Ordinance approving the Lease is attached hereto to facilitate first reading.
2. Do not approve.

E. Recommendation

It is recommended that County Council approve the Lease transaction to permit Allen to refinance the Equipment on a tax-exempt basis.

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: See attached memo from Bond Council.

Legal

Reviewed by: Amelia Linder

Date: 5/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives are legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 5/18/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend that Allen University officials provide a detailed presentation to the Committee / Council prior to a vote on this issue that would address the potential impact on the County's financial status. While the County would have no financial obligation as a result of this transaction, a default by the borrower could have a negative impact on the County's bond rating in the future.

McNair Law Firm, p.a.
ATTORNEYS AND COUNSELORS AT LAW

www.mcnair.net

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1301 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201

POST OFFICE BOX 11390
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE (803)799-9800
FACSIMILE (803)799-9804

M E M O R A N D U M

TO: Daniel Driggers, Finance Director

CC: Tony McDonald, Richland County Assistant Administrator
Larry Smith, Richland County Attorney

FROM: Francenia B. Heizer, Esquire

DATE: May 10, 2007

RE: Allen University – Tax Exempt Lease

Richland County Council is being asked to authorize the County to enter into a tax-exempt equipment lease purchase transaction on behalf of Allen University (“Allen”) in an amount not to exceed \$3,700,000. Under State law, the County is authorized to serve as a conduit issuer of tax-exempt debt on behalf of certain entities which include 501(c)(3) educational institutions such as Allen.

The Request of Action correctly states that Richland County would have no financial responsibility for payment of the lease. It should be noted, however, that Richland County will actually be the issuer of this debt. This form of financing is different from JEDA bond issues where Richland County’s only role is to hold a public hearing and adopt a resolution in support of the JEDA bond issue. In JEDA bonds, Richland County’s name does not appear in and is not associated with the bond issue. In contrast, the proposed transaction for Allen will involve the issuance of debt in the name of the County on behalf of Allen.

Last fall, a bond issue gave County Council and the Administration some concerns. That potentially troublesome transaction involved a conduit bond issue in which the County was the actual issuer of the bonds on behalf of an educational institution. It may be important to make sure that County Council realizes the role it will be playing in the lease for Allen.

It is not uncommon for entities such as Allen to request a county’s assistance in a financing such as this one. If County Council is comfortable with the transaction, I know of no reason for the County to reject this request. As previously stated, this transaction should have no impact on the County’s finances.

My one suggestion is that the recommendation on the Request of Action be amended to include a requirement that all of the documents in the transaction including the ordinance, the lease, the sublease and other closing documents be reviewed and approved on behalf of the County by the County attorney or the County’s bond counsel.

Please let me know if you need any additional information.

FBH:laf

RICHLAND COUNTY, SOUTH CAROLINA

AN ORDINANCE

AN ORDINANCE PROVIDING FOR ENTERING INTO A TAX-EXEMPT LEASE PURCHASE TRANSACTION OF NOT EXCEEDING \$3,700,000 AND A SUBLEASE WITH ALLEN UNIVERSITY, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS PERTAINING THERETO.

Richland County Council Request of Action

Subject: Richland County - CMRTA MOU: FY 2007 - 2008

A. Purpose

Richland County Council is requested to approve the Richland County – Central Midlands Regional Transit Authority (CMRTA) FY 2007 – 2008 MOU.

B. Background / Discussion

On October 3, 2006, Richland County Council gave third reading to an ordinance authorizing interim funding from the County's 2006 – 2007 road maintenance budget, a portion of which was designated for operational needs of the CMRTA. On December 5, 2006 and December 4, 2006, Richland County and the CMRTA Board, respectively, adopted a resolution authorizing the FY 2006 – 2007 MOU.

The MOU specified undertakings on behalf of the County and CMRTA. Among the specifications required of the CMRTA, fares were increased from \$1.25 to \$1.50; the CMRTA continued to request substantial funds from Lexington County and the City of Columbia; reports were presented to Council regarding revenues and expenditures; and cutbacks affecting approximately 85% of Lexington County's routes were implemented. The CMRTA has completed all of the FY 2006 – 2007 MOU requirements, while per the MOU, maintaining current levels of service in Richland County.

At this time, Council is requested to approve the attached FY 2007 – 2008 MOU with the CMRTA, contingent upon the CMRTA's acceptance and approval of the MOU, as well as the approval of the County's FY 2007 – 2008 budget.

C. Financial Impact

The cost associated with the FY 2006 – 2007 MOU was up to \$2.8 million dollars from the increased road maintenance fee. The cost associated with the FY 2007 – 2008 MOU will be up to \$3,194,189 from the road maintenance fee. These costs are based on the study provided by Cater Goble Lee in the fall of 2006. There are sufficient funds in the road maintenance fee budget to cover the \$3,194,189 for FY 2007 – 2008.

D. Alternatives

1. Approve the Richland County – Central Midlands Regional Transit Authority (CMRTA) FY 2007 – 2008 MOU as attached.
2. Approve an amended version of the Richland County – Central Midlands Regional Transit Authority (CMRTA) FY 2007 – 2008 MOU.
3. Do not approve a Richland County – Central Midlands Regional Transit Authority (CMRTA) FY 2007 – 2008 MOU. If funds are allocated for the CMRTA operations in

the Richland County FY 2007 – 2008 budget, it is recommended that a corresponding MOU be approved. Therefore, this alternative is not recommended.

E. Recommendation

It is recommended that Council approve the Richland County – Central Midlands Regional Transit Authority (CMRTA) FY 2007 – 2008 MOU as attached.

Recommended by: J. Milton Pope **Department:** Administration **Date:** 5/2/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/09/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 5/10/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of either Alternative 1 or Alternative 2. However, if Alternative 2 is approved, then I recommend that the Legal Department be given the opportunity to review the amended language.

Administration

Reviewed by: Tony McDonald

Date: 5/11/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**MEMORANDUM OF UNDERSTANDING
RELATING TO
THE interim FINANCING for the Central Midlands Regional Transit Authority
Richland County, South Carolina
The Central Midlands Regional Transit Authority**

This agreement (the "Agreement") is made and entered into on the date set forth herein by and between Richland County, South Carolina (the "County"), a body politic and corporate with such government, rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"), and the Central Midlands Regional Transit Authority (the "CMRTA"), a regional transit authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has its members the counties of Richland and Lexington and various municipalities therein, and has been created to provide a public transportation system.

WITNESSETH:

WHEREAS, the CMRTA has requested that the County finance certain operational costs necessary to provide a viable public transportation system or service in Richland County; and

WHEREAS, the CMRTA has advised the County that without an appropriate level of interim financing the CMRTA will have to reduce public transportation services by up to eighty-five (85%) percent in the service area; and

WHEREAS, Article VIII, Section 13 of the Constitution of the State of South Carolina provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by ordinance enacted on _____ the County has authorized interim funding from the County's 2007-2008 Mass Transit budget, a portion of which will be designated for operational needs of the CMRTA; and

WHEREAS, the County adopted on _____ and by resolution adopted by the CMRTA on _____, 2007 the parties have authorized the execution and delivery of this Agreement by its County Administrator and Chairman of the Board respectively;

NOW THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

SECTION 1

DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

"County" shall mean Richland County, South Carolina.

"County Council" shall mean the County Council of Richland County.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Board” shall mean board of directors of the CMRTA.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the County. The County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the County, threatened against the County, which in any manner questions the validity of any proceedings taken by the County Council of the County in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is

there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

UNDERTAKINGS BY THE COUNTY

3.01 Funding. The County will from its 2007-2008 road maintenance fee appropriate three million one hundred ninety four thousand one hundred eighty nine dollars (\$3,194,189) for mass transit in Richland County. Provided that the CMRTA meets all obligations as set forth in Section 4 of this Agreement, the County Finance Department will within fifteen (15) business days of receipt of a CMRTA request for payment, cut a check to the CMRTA. The amount paid each month shall be equal to the net collections from the transit fee for the prior month as recorded in the County Financial system, not to exceed the appropriated amount for the fiscal year.

3.02 The County shall not transfer ANY of the appropriated money to the CMRTA unless and until ALL requirements set forth in Section 4 of this Agreement are met by the CMRTA.

SECTION 4

UNDERTAKINGS BY THE CMRTA

4.01 Additional Funding. The CMRTA shall continue to attempt to secure additional funding from other sources, including but not limited to the City of Columbia, Lexington County, Lexington County participating municipalities, and any Federal funding sources. If CMRTA shall receive additional funding during the 2007-2008 fiscal year, the County's contributions as established herein, shall be reduced in an amount equal to the additional funds received.

4.02 Reports to County Council on Funding/Cost Savings Efforts. The CMRTA shall notify County Council of its funding and/or cost saving efforts as follows:

4.02.1 CMRTA shall make a report to County Council at its second meeting in September 2007 concerning its efforts to secure substantial funds from other sources, including but not limited to the City of Columbia, Lexington County, Lexington County participating municipalities, and any Federal funding sources.

4.02.2 CMRTA agrees that all County funds shall be used for operational expenditures only. CMRTA shall notify the County at least one month in advance before finalizing any change in operations or making any capital expenditure that will require an increase in the County's operational contribution.

4.02.3 CMRTA will quarterly submit reports to the County evidencing how funds from the road maintenance fee are being spent by the CMRTA in Richland County for services in the County. Reports will be due October 15, 2007 for July – September 2007; January 15, 2007 for October – December 2007; April 15, 2008 for January – March 2008; and July 15, 2008 for April – June 2008. Within forty-five (45) days after the end of the 2007-2008 County fiscal year, CMRTA will provide the County with an accounting of expenditures of County funds in Richland County. In addition, upon completion of the CMRTA’s annual audit for the period in which County funds are expended, the CMRTA will provide the County with a copy of the independent auditor’s report.

4.03 City of Columbia Funding. The CMRTA shall secure funding from the City of Columbia as follows:

The City shall agree to continue transferring revenue from its power plant to the CMRTA. All of the revenue shall be transferred, but in no case shall the revenue be less than \$1 million per year. If the City of Columbia sells the power plant, the City must continue to fund at least \$1 million per year, plus the CPI on the last year's contribution before the sale.

4.04 County Service. The CMRTA agrees that all funds paid herein by the County will be used only for operations within Richland County. The CMRTA further agrees not to reduce services within the unincorporated areas of the County.

4.05 Other Commitments. The CMRTA will invoice the County on a monthly basis. Requests for payment should be sent to the Richland County Finance Department, Attn: Daniel Driggers with a copy to the County Administrator.

SECTION 5

MISCELLANEOUS

5.01 Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County Council, the CMRTA, and their respective successors in office. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement. The parties agree to act in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

5.02 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the County or the CMRTA in any other than his or her official capacity, and neither the members of the County Council or the Board, nor any official executing this Agreement shall

be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the County or the CMRTA contained in this Agreement.

5.03 Effect of Agreement. All obligations of the parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the parties. This Agreement constitutes and is intended by the parties to constitute the entire agreement between the parties.

5.04 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

5.05 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

5.06 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

5.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

5.08 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

5.09 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

5.10 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State of South Carolina, Richland County, for resolution of any dispute arising hereunder.

5.11 Further Resolutions or Ordinances. To the extent required by the laws of the State of South Carolina, the County may adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

5.12 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to the County:

Richland County, South Carolina
Attn: County Administrator
P.O. Box 192
Columbia, South Carolina 29202

If to the CMRTA:

Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

SECTION 6

THIRD PARTY BENEFICIARIES

6.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

[Execution Pages Follow]

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: County Administrator

(SEAL)

ATTEST:

By: _____

Its: Clerk of Council

Date: _____, 2007

CENTRAL MIDLANDS REGIONAL TRANSIT
AUTHORITY

By: _____
Its: Chairman, Board of Directors

(SEAL)

ATTEST:

By: _____

Its: _____

Date: _____, 2007

Richland County Council Request of Action

Subject: Ordinance requiring gas stations to require pre-pay in advance for gasoline

A. Purpose

County Council is requested to enact a County ordinance requiring all gas stations within the unincorporated area of Richland County to require their patrons to pay in advance for gasoline.

B. Background/Discussion

This request comes at the request of the Sheriff in response to requests from several gas station owners in the community. A number of motorists in Richland County are driving into business establishments with gasoline and/or diesel fuel pumps, filling their vehicles and/or containers with gasoline or diesel fuel, and thereafter; immediately driving off without rendering payment. During the calendar year of 2006-2007, there were 190 gas station drive-offs. This crime results in significant man-hours/time expended by the Richland County Sheriff's Department, along with the administrative back-up associated therewith. Moreover, the man-hours/time expended by the Sheriff's Department detracts from proactive policing opportunities in regard to other community matters and more serious crimes. These gas station drive-offs can also adversely impact the County's uniform crime reporting statistics, along with the negative fallout that results from inflated larceny statistics. It is important to note that the level of crime with gas/diesel fuel drive-offs without paying seriously and significantly adversely impacts the revenue of local business owners who own and operate business establishments involved in the sale of gasoline and/or diesel fuel. The problem is of serious concern to business owners and the Sheriff, and should be addressed and eliminated through the adoption of a zero tolerance policy. A zero tolerance policy in regards to this problem could be accomplished through the adoption of a payment in advance requirement for gasoline and diesel fuel sold throughout the unincorporated areas of the County. The Sheriff would also be seeking a minimum fine upon conviction of any business owner for failure to seek advance payment.

C. Financial Impact

Other than the cost of enforcement, there is no financial impact associated with this request.

D. Alternatives

1. Approve the request to enact a County ordinance requiring all gas stations within the unincorporated area of Richland County to require their patrons to pay in advance for gasoline.
2. Do not approve.

E. Recommendation

It is recommended that Council approve the request to enact a County ordinance requiring all gas stations within the unincorporated area of Richland County to require their patrons to pay in advance for gasoline.

Recommended by: Sheriff Leon Lott **Department:** Sheriff's Department **Date:** 5.8.07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/09/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Based on sheriff recommendation and no financial impact.

Legal

Reviewed by: Amelia Linder

Date: 5/10/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives are legally sufficient; however, this appears to be a business decision best left to the businesses. Gas stations can currently require pre-payment of gas and other motor fuels if they so choose.

Administration

Reviewed by: J. Milton Pope

Date: 5-14-07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This initiative is a policy request of Council and does not directly impact the fiscal operations of the General fund but may significantly assist local fuel retailers with a reduction in "drive off" customers.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR**

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SO THAT ALL BUSINESS ESTABLISHMENTS WITHIN THE UNINCORPORATED AREAS OF RICHLAND COUNTY WITH GASOLINE OR DIESEL FUELS PUMPS SHALL REQUIRE FULL PAYMENT IN ADVANCE FOR ANY QUANTITY OF GASOLINE OR DIESEL FUEL SOLD.

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; is hereby amended by the addition of a new section, to read as follows:

Sec. 18-6. Motor fuel payment in advance required.

(a) All establishments that sell gasoline, diesel, or other motor fuel in the unincorporated areas of Richland County shall require full payment in advance for any motor fuel sold. The establishment and its representatives are required to receive payment in full prior to activating the gasoline, diesel, or motor fuel pumps. Payment includes purchase by any legal means, including, but not limited to, cash, debit card, credit card, check, or other payment method acceptable to the establishment

(b) Any person or business establishment who violates this section shall be deemed guilty of a misdemeanor.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE ____ DAY

OF _____, 2007

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject: Detention Center Contract - Honeywell, Inc.

A. Purpose

County Council is requested to approve the expenditure in the amount of \$99,290.00 for full maintenance coverage on the fire and security system for the Bluff Road Facility.

B. Background / Discussion

Honeywell, Inc. is the only company that could provide combined and full coverage on the fire and security systems. This request was first made during the 94-95 FY budget process. Council has renewed the Honeywell, Inc. contract each year since the 94-95 FY. Funding for the contract has been requested in the FY 07-08 budget.

C. Discussion:

Honeywell provide service to the security and fire system to the facility. The security system consists of motion detectors, cameras, door alarms, and control panels. The fire system consists of the sprinklers, smoke evacuators, and detectors.

D. Financial Impact

The estimated expenditure is \$99,290.00 of the \$282,156.00 requested in Account #2100-5226, Service Contracts.

E. Alternatives

1. Approve the request to renew the contract to Honeywell, Inc. for \$99,290.00 for FY 07-08.
2. Do not approve contract for the expenditure of maintenance coverage on the fire and security system for the Bluff Road Facility.

F. Recommendation

It is recommended that Council approve the request to renew the contract for Honeywell, Inc. for \$99,290.00 for FY 07-08.

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 4/14/07

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/15/07

✓ Recommend Council approval
Comments regarding recommendation:

Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/15/07
 Recommend Council denial

Legal

Reviewed by: Amelia Linder
 Recommend Council approval
Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

Date: 5/15/07
 Recommend Council denial

Administration

Reviewed by: J. Milton Pope
✓ Recommend Council approval
Comments regarding recommendation: Recommend approval...funds are budgeted for this expense.

Date: 5/16/2007
 Recommend Council denial

Richland County Council Request of Action

Subject: W.B. Guimarin & Company, Inc.

A. Purpose

County Council is requested to approve the expenditure for \$135,492.00 for maintenance of the Bluff Road Facility Housing and Energy Plant.

B. Background / Discussion

W.B. Guimarin & Company Inc. is not the only company that can service the equipment, but is a preference as the original installer. Other companies can provide service, but at a higher rate and must learn the system. This request was first made during the 94-95 FY budget process. Council has renewed the W.B. Guimarin & Company contract each year since the 94-95 FY. Funding for the contract has been requested in the FY 07-08 budget.

C. Discussion

The company provides services to heating ventilation, air conditions system at the Detention Center. The service is needed to ensure the environment is a climate control. This aids the officers in managing the inmate population.

D. Financial Impact

The estimated expenditure is \$135,492.00 of the \$282,156.00 requested in Account #2100-5226, Service Contracts.

E. Alternatives

1. Approve the request to renew the contract to W. B. Guimarin & Company in the amount of \$135,492.00 for FY 07-08.
2. Do not approve contract for the expenditure of maintenance to the Bluff Road Housing and Energy Plant from W.B. Guimarin & Company in the amount of \$135,492.00 for FY 07-08.

F. Recommendation

It is recommended that Council approve the request to renew the contract for W.B. Guimarin & Company in the amount of \$135,492.00 .

Recommended by: Ronaldo D. Myers **Department:** Detention Center **Date:** 4/13/07

G. Review

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 5/15/07

Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood

✓ Recommend Council approval

Comments regarding recommendation:

Date: 5/15/07

Recommend Council denial

Legal

Reviewed by: Amelia Linder

Recommend Council approval

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

Date: 5/16/07

Recommend Council denial

Administration

Reviewed by: J. Milton Pope

✓ Recommend Council approval

Comments regarding recommendation:

Date: 5/16/07

Recommend Council denial

D. Alternatives

- 1. Approve the request to allow the Sheriff to implement the program to reduce turnover and recruit and retain employees with higher levels of education. Council is reminded that we invest approximately \$10,000 in training time for each new recruit in the first year, which is a loss to us when they must be replaced. The incentive of offering an additional \$826 per year to attract and retain our new employees is a good investment.
- 2. Do not approve

E. Recommendation

It is recommended that Council approve this request to establish the Sheriff’s Base Salary program along with its retroactive component effective July 1, 2007.

Recommended by:
Chief Deputy, Hubert Harrell

Department:
Sheriff

Date:
April 30, 2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: If approved will require the identification of funding source for the \$40k retro pay and the increase in salaries that are not included in the FY 08 budget recommendation. At this point, we have not been provided specific information to verify the fully burdened dollar requirement for starting salaries or retro amounts therefore no comment is made concerning the cost impact. It is important for Council to keep in mind that all retro active payments will have a compounding effect on salary adjustments over the life of the adjustment. We would recommend that prior to approval that HR be asked to determine if and to what degree these adjustments would be considered in the class and compensation study scheduled to be implemented in FY 08 to see if both program implementations could be coordinated simultaneously. Additionally we would recommend that County Council place a limit on the time allowance for any retro payment calculation. We would recommend it be limited to fiscal year 07.

Legal

Reviewed by: Amelia Linder

Date: 5/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: J. Milton Pope

Date: 5-18-07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Additional information is being requested at this time from the Sheriff’s Department and Finance Department. This additional

information will be forwarded to the Committee on Monday or the request will be forwarded to the June Committee Meeting.

Position	Base Salary	Adjustment	Entry Level
Judicial Services Officer - no experience	\$ 20,000.50	N/A	\$ 20,000.50
Judicial Services Officer - 2 yrs College	\$ 20,000.50	Base + 3%	\$ 20,600.20
Judicial Services Officer - 4yr Degree	\$ 20,000.50	Base + 6%	\$ 21,200.53
JSO promoted to Deputy with (1) yr employment enrolled in college	\$ 25,510.03	N/A	\$ 25,510.03
JSO promoted to Deputy (after academy graduation)	\$ 26,785.20	N/A	\$ 26,785.20
Deputy/ 2 Yr Degree and / or military exp	\$ 27,499.03		\$ 27,499.03
4-6 yrs Law Enforcement experience		Base + 3%	\$ 28,323.97
7-10 years experience		Base + 5%	\$ 28,890.44
11 + Years Experience		Base + 7%	\$ 29,468.25
Deputy - 4 yr. Degree	\$ 28,749.89	N/A	\$ 28,749.89
4-6 years Law Enforcement Experience		Base + 3%	\$ 29,612.38
7-10 Years Experience		Base + 5%	\$ 30,204.63
11 yrs or more Experience		Base + 7%	\$ 30,808.72
Deputy - Masters Degree	\$ 28,749.89	Base + 4%	\$ 29,896.98
4-6 Years Law Enforcement Experience	\$ 29,896.98	Base + 3%	\$ 30,793.88
7-10 years Experience		Base + 5%	\$ 31,409.76
11 yrs or more Experience		Base + 7%	\$ 32,037.96
Position	Base Salary	Adjustment	Entry Level
Deputy - PHD (or) Law Degree	\$ 28,749.89	Base + 6%	\$ 30,747.88
4 Years Law Enforcement Experience	\$ 30,747.88	Base + 3%	\$ 31,670.31
6-10 years Experience		Base + 5%	\$ 32,303.72
11 yrs or more Experience		Base + 7%	\$ 32,949.79
Deputy -PHD and Law Degree	\$ 28,749.89	Base + 10%	\$ 31,624.87
4 Years Law Enforcement Experience	\$ 31,624.87	Base + 3%	\$ 32,573.61
6-10 years Experience		Base + 5%	\$ 33,225.08
11 yrs or more Experience		Base + 7%	\$ 33,889.58
(1) Personnel who previously received a Masters Degree or higher from an accredited college / university will receive the appropriate adjustment, based on salary at the time the degree is received.			
(2) Personnel who obtain a Batchelors degree or higher from an accredited college/ University after the start of the incentive plan will receive the appropriate adjustment.			
(3) Sections 1&2 apply only to hourly employees or at the descretion of the Sheriff			