

MINUTES
Special Meeting – And Budget Workshop
Sumter County Council
Tuesday, April 17, 2007, 5:00 p.m.
Sumter County Council Conference Chambers
13 E. Canal Street – Sumter, SC

STAFF PRESENT: Mary W. Blanding, Pam Craven, Lorraine Dennis, Angie Graham, Gary Mixon, and William T. Noonan.

PUBLIC PRESENT: None

MEDIA PRESENT: The Item: Leslie Cantu

CALL TO ORDER: Chairwoman, Vivian Fleming McGhaney, called the meeting to order.

INVOCATION: Chairwoman McGhaney gave the invocation.

Pledge of Allegiance: All in attendance repeated the Pledge of Allegiance.

Approval Of Agenda: Motion was made by Councilman Baker, seconded by Vice Chairman Baten, and unanimously carried by Council to approve the agenda as presented.

ITEM TO BE DISCUSSED:

Comments From the Chairwoman: Chairwoman McGhaney stated that several staff members visited the site called the tornado disaster area. She stated that the residents in the area appreciate all that has been provided to them during their time of need.

A. Discussion Concerning Proposed Memorandum Of Understanding (MOU) Between Sumter County, South Carolina And The City Of Sumter, South Carolina. (See Attached Document)

The Chairwoman presented this proposed Memorandum of Understanding (MOU) between Sumter County and the City of Sumter. She stated that the MOU was originally presented at the City County Liaison Committee meeting and then forwarded to Council members at Council's Fiscal, Tax, and Property Committee meeting on April 10, 2007. She then asked Council members did they have and comments that they would like to make about the proposed MOU.

Councilman Edens stated that he has reviewed the document and stated that the County initially went to the City with a proposal for a request for funding the Youth Park. (See Attachment #2). This matter was presented to City Council during one of its meetings explaining to City Council the help that the County needed from the City to bring the Youth Park up to tournament level. The MOU has some partial funding along with contingencies that the Council should do for the next Capital Projects Sales Tax.

Councilman Edens further stated that when the time comes, the County will invite City Council to the table to discuss issues about the Capital Projects Sales Tax.

Councilman Edens then offered a motion concerning the MOU

ACTION: MOTION was made by Councilman Edens, seconded by Councilman Byrd, and carried by Council to direct the Chairwoman to write a letter to the City stating that Sumter County Council plans to continue with providing the needs of recreation for Sumter County and to build the Youth Park as outlined in Option B, and to deny acceptance of the MOU as written. Vice Chairman Baten abstained.

Prior to action on the motion, Councilman Blanding stated that his unreadiness deals with whether or not Council was going to take action on the proposed MOU by voting it up or down, or what action. Councilman Edens clarified his motion indicating that his intentions are to inform the City that the Youth Park will be built without the City's funds and a lesser tournament level, and that the MOU as presented was not acceptable.

The Clerk was asked to prepare a letter for this matter as directed by the Chairwoman. Then Vice Chairman Baten made the following remarks. He stated that he needed a little more time to digest the MOU even though he understands that Council has already taken action on the matter.

B. Budget Deliberations On The 2007-2008 Fiscal Year Budget:

The following budgetary matters were presented and discussed.

- Revised Millage Sheet. Estimated Assessed Values: County Ordinary \$257,600, Fire District 1, \$41,100; Fire District 2, \$105,200.
- Definitions for Fire Districts 1 and 2 and Definition of Special Purpose Districts.
- Inmate Medical, Reduced by \$400,000 – Southern Health Partners versus Eastern Health Care – 24/7 Coverage, Pre-Trial and Sentenced, More Personnel, Pharmaceuticals, X-rays, Dental, up to \$75,000 a year. **Note: The Administrator was asked to follow-up on if an inmate or family member has insurance on the inmate, shouldn't that insurance be used instead of the County funding the bill.**
- Sheriff – Request for 4 part-time deputies which is an increase of \$80,000
- Landfill Fees – Waste Management – Increase of \$20,000
- Disability and Special Needs Board reduced request from last year by \$7,328. **(Note: Council members asked that there be a review of the request from DSNB from last year – a one time request. This should not be added into the budget as a line item.)**
- **NOTE: If there are any other new requests, they should not be added to the budget, but discussed by Council as new requests. Then Council will make a decision whether or not to add the item to the budget, or possibly provide one time funding, or not fund the request.**
- Voter's Registration – Reimbursement from state, now listed as revenue and Expenditure – No net effect.
- Streetlights – Increase of \$5,000
- Budget Revisions as of 4/17/07 (Revenue \$44,662,344) (Expenditures - \$46,842,892)
- Revenue Considerations:
 1. Technology Fee **(Note: The Financial Staff was asked to follow-up on the software for the Law Enforcement -- how long will it last, what is the maintenance fee, cost of software upgrades, will hardware come with it or is the hardware already in place, etc.)**
 2. Development Impact Fee – There are not many Counties that currently have impact fees; however, as changes are taking place, Counties throughout South Carolina are beginning to look at how development impacts the County in

providing services and effects on the environment. This will be discussed further during the budgetary process.

3. Stormwater Management Utility Fees (page 1-70 Soil Conservation's normal appropriation has been \$38,000; however, \$30,745 needs to be added to the \$38,000. The additional funds is one-half of the cost to hire a person to perform needed work for the City and the County; but will be hired by the Soil and Water Conservation District of Sumter.

- Capital Purchases and Millage Needed: County Ordinary – 8.2 Mills at a cost of \$2,108,915; Fire District #1 – 9.8 mills at a cost of \$403,000; Fire District #2 – 32.7 Mills at a cost of \$3,438,990.

C. It May Be Suggested To Hold An Executive Session To Discuss Contractual Or Personnel Matters Or Receive A Legal Briefing From The County Attorney.

The Administrator stated that there needed to be a executive session to discuss a contractual matter.

ACTION: MOTION was made by Councilman Byrd, seconded by Councilman Robinson, and unanimously carried by Council to enter executive session to discuss a contractual matter. After executive session a motion was received from Councilman Robinson, seconded by Councilman Baker, and unanimously carried by Council to re-enter open session.

The Chairwoman reported that no action was taken on the executive session item.

ADDITIONAL ITEMS

Chairwoman McGhaney asked for Council to consider providing a permanent structure be built in the near future (instead of a mobile home) for the EMS and Firefighters to be housed in for the Shiloh and Cherryvale/Dalzell communities. She asked the County Administrator to look into the Correctional Center detainees to construct the building.

Council members voiced their thoughts about pending discussions in the Legislature about combining Sumter County's two school districts. Councilman Baker stated that he is in support of the consolidation of the school districts in Sumter County.

Councilman Baten stated that he is against consolidation. He said that if there are problems in the school districts now, he feels that there will be more drop outs, and more problems than currently exists.

Chairwoman McGhaney stated that if consolidation will provide equitable and equal education and opportunities for the students, teachers, and administration, then consolidate; however, if it will not provide such, then do not consolidate, but provide the equitable and equal education and opportunities for all schools, all students, teachers, and administration.

ADJOURNMENT

The meeting adjourned at 7:02 p.m.

Respectfully submitted,

Mary W. Blanding, Clerk to Sumter County Council

Approved by Council: _____

cc: **Sumter County Council**
Mr. William T. Noonan
Mrs. Lorraine Dennis
Mr. Gary Mixon
Mrs. Pam Craven
Mrs. Angie Graham
Council Bulletin Board
E-Mail To:
The Item
WIBZ
WLTZ
Time Warner Cable
County's Webmaster

PROPOSED
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made as of this ___ day of April, 2007 (this "Memorandum"), by and between SUMTER COUNTY, SOUTH CAROLINA (hereinafter referred to as the "County"), and the CITY OF SUMTER, SOUTH CAROLINA (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County and the City are political subdivisions of the State of South Carolina, each providing general governmental services within a partially overlapping geographical area;

WHEREAS, as such, the County and the City provide many similar or identical services and functions, and in many cases economies of scale or other efficiencies may be achieved by providing such services and functions on a joint or cooperative basis;

WHEREAS, the services and functions that could be effectively provided on a joint or cooperative basis include, without limitation, fire, incarceration, recreation, planning, inspection, and so on;

WHEREAS, many such services and functions are already being provided on a joint or cooperative basis, without the benefit of a formal agreement or cost-allocation methodology, but the County and the City have recognized and agreed that it would be prudent to formalize the terms and conditions upon which such services and functions will be provided;

WHEREAS, with specific reference to the recreation function, the County has requested that the City agree to defray a portion of the costs of a proposed youth park on Patriot Parkway (the "Youth Park"), and the City now desires to agree to contribute a portion of such costs;

WHEREAS, the County and the City both believe that a capital project sales tax could be of great benefit to the Sumter community, and to that end called for a referendum on the question during the general election in 2006. This referendum resulted in an unfavorable vote. The County and the City agree, however, that the question should be presented again during the general election in 2008, and a portion of the proceeds in the event of a favorable outcome should be dedicated to the Youth Park; and

WHEREAS, the City, in connection with the agreement to contribute a portion of the costs of the Youth Park, further desires to agree with the County to use diligent efforts to formalize the terms and conditions applicable to other shared services and functions.

NOW, THEREFORE, in consideration of the premises hereinabove set forth and the agreements of the parties hereunder, the City and the County express their current understanding as follows:

Section 1. Contribution to the Youth Park. The City expresses its present intention to contribute a total of \$1,000,000 to the Youth Park (the cost to construct water and sewer improvements needed for the park will be paid from this contribution), payable in equal installments over a ten-year period beginning with the fiscal year ending on June 30, 2009. Although the City intends to contribute such an amount, and agrees that it will do so, this

contribution shall be subject to non-appropriation by the City and accordingly shall not be deemed a "debt" of the City under the Constitution and laws of the State of South Carolina. The City intends that the contribution will be payable from the proceeds of the local hospitality and accommodations fees, and from no other source. Proceeds from the road user fee collected by the County should be used for road and lighting improvements for the park.

Section 2. Provision for Capital Project Sales Tax Referendum. The County agrees, to the extent permitted by applicable law that it will call for a referendum on the capital project sales tax during the general election in 2008. The County further agrees, to the extent permitted by applicable law, as follows:

(a) The relevant capital project sales tax committee shall be duly formed and constituted no later than March 31, 2008; shall begin meeting in order to prepare a list of projects no later than April 30, 2008; and shall submit a final list of projects for approval by the County no later than June 30, 2008.

(b) The list of projects submitted with the referendum question shall include the total costs of the Youth Park. In the event that the referendum has a favorable outcome, the City's agreement to contribute to the Youth Park as described herein shall be discharged.

(c) Of the total estimated proceeds of the capital project sales tax, the City shall be entitled to direct the application of a portion of such proceeds equal to (i) the total expected proceeds of the capital project sales tax, MINUS the amount of such expected proceeds to be applied to the costs of the Youth Park, MULTIPLIED BY (ii) the percentage of the County's total population that then resides within the municipal limits of the City.

Section 3. Other Shared Services and Functions. The County and the City agree to use their respective best efforts to promptly negotiate, approve, execute, and deliver an omnibus intergovernmental agreement that addresses the shared services and functions described in the preamble to this Memorandum. Such agreement shall address, at a minimum and without limitation, the fire, incarceration, and recreation functions, and shall provide mathematical formulae and objective criteria by which the costs of all shared services and functions are to be addressed. In the event that such an agreement, mutually acceptable to both the County and the City, is not executed and delivered by _____, 2007, then this Memorandum shall be discharged and shall be of no further force and effect.

Section 4. Severability. In the event any provision of this Memorandum shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5. Counterparts. This Memorandum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Governing Law. This Memorandum is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

Section 7. Entire Agreement. The agreements contained in this Memorandum constitute the entire agreement of the parties, and all prior negotiations and oral representations, promises, and assurances are merged herein.

Section 8. Amendments. This Memorandum may not be amended, changed, or modified without in each instance the prior written consent of the parties hereto.

