



Administration and Finance Committee

Joyce Dickerson	Paul Livingston	Greg Pearce (Chair)	Jim Manning	
District 2	District 4	District 6	District 8	

May 24, 2016 - 6:00 PM

2020 Hampton St.

Call to Order

Approval of Minutes

- 1 Administration and Finance Committee Meeting: April 26, 2016 [PAGES 4-8]

Approval of Agenda

Items for Action

- 2 Removal of Lien off of Property [PAGES 9-16]
- 3 Conservation Department: RCCC purchase of Upper Mill Creek Tract [PAGES 17-39]
- 4 Emergency Services Department – Fire Skid Units Purchase [PAGES 40-44]

- 5 Magistrates: Authorization of Purchase for 144 O'Neil Ct. [PAGES 45-50]
- 6 Extension of the Fuelman Fleet Fuel Purchase Card Contract [PAGES 51-59]
- 7 Lower Richland Sanitary Sewer Service Project Land Acquisition/Purchase [EXECUTIVE SESSION] [PAGE 60]

Items Pending Analysis: No Action Required

- 8 Council Motion Regarding the Development of a Business License Ordinance for Hospice Agencies [PAGE 61]
- 9 Council Motion Regarding Transportation Penny Funds and the SLBE Office [PAGE 62]
- 10 Changes to Policy on Requiring Employees to Sign Documents [PAGE 63]
- 11 Motion to Expand Staff Recruitment Efforts [PAGE 64]

Adjournment



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

April 26, 2016
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:00 PM

APPROVAL OF MINUTES

Regular Session: March 22, 2016 – Ms. Dickerson moved, seconded by Mr. Livingston, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Finance Department: Departments Projected to be over budget for FY16 – Mr. McDonald stated this item was briefly discussed at the Council Retreat in January.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward this item to Council without a recommendation.

Mr. Livingston requested the following additional information: the overall budget, the unit costs, the reason for the overages and if any adjustments can be made to cover those overages for the impacted departments.

Mr. Malinowski inquired if these are the only departments that are projected to be over budget (i.e. Voter Registration/Elections).

Mr. McDonald stated Voter Registration and Elections was originally a part of this item, but was separated out due to a Council motion.

Mr. Manning stated he recalled the preliminary discussion of this matter at the Council Retreat.



Council Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Jim Manning
District Eight

Others Present:

Bill Malinowski
Julie-Ann Dixon
Damon Jeter
Tony McDonald
Kevin Bronson
Warren Harley
Brandon Madden
Michelle Onley
Larry Smith
Roxanne Ancheta
Daniel Driggers
Kim Roberts
Brad Farrar
Quinton Epps
Nancy Stone-Collum
Ronaldo Myers
Chad Fosnight
Cheryl Patrick
Christy Swofford
Michael Byrd
Dwight Hanna

Administration & Finance Committee

Tuesday, April 26, 2016

Page Two

Ms. Dickerson inquired if the department proposed to have overages were underfunded in their initial budget.

Mr. Jeter suggested discussing the Council Services and Detention Center budgets at the committee meeting.

Mr. Livingston stated that he needs more specific information before he can have a discussion regarding this item.

Mr. Myers, Director of the Detention Center, stated that \$1.1 million was taken out of the Salaries account and \$218,000 was taken out of the Professional Services to implement the 24-hour bond court. According to the magistrate, the 24-hour court would be a cost savings to the detention center. The only savings recognized was \$1.10 per meal, which would equate to approximately \$5,000. In addition, due to the flooding event the detention center was without proper water pressure for approximately 4 weeks. The insufficient water pressure caused the showers and toilets to run constantly, which caused the water/sewer bill to increase significantly.

Mr. Manning requested the dollar amount the magistrate stated would be saved with going to the 24-hour bond court.

Mr. Myers stated the Professional Services budget is practically the amount of the contracts for Food Services, Polygraphs and Medical.

The vote was in favor of forwarding this item to Council without a recommendation.

Council Motion Regarding Hospitality Tax Revenue – Mr. Pearce stated this item originated with a motion by Mr. Malinowski to request the Legislature to remove the restrictions on Hospitality Tax spending, so the funds can be used with greater flexibility.

Mr. Malinowski stated he agreed with staff's recommendation to not abolish the Hospitality Tax; therefore, he is withdrawing that portion of the original motion.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to request the legislative delegation to widen the scope of allowable uses of Hospitality Tax funds to provide greater flexibility, which could allow funding for other items not specifically outlined in current legislation.

Ms. Dickerson stated the use of the funds needs to be clearly identified.

A discussion took place regarding the present uses of the Hospitality Tax funds and the restrictions currently placed on their use by the State and the County.

The vote was in favor.

Emergency Services Department – Fire Tanker Truck Purchase – Mr. Byrd stated this is a request for four (4) tankers for Emergency Services. There were five (5) responses to the bid were received. Staff recommends awarding the contract to the lowest bidder, Pierce/Spartan, in the amount of \$886,052.00.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to award the bid to Spartan (Pierce) for four (4) demo/stock tankers in the amount of \$886,052.00. The vote in favor was unanimous.

Conservation Department: Project Agreement with City of Columbia for Owens Field Park Construction –

Mr. Epps stated this project has been ongoing and needs to be approved expeditiously to prevent the loss of the \$200,000 DHEC grant. The project will be procured through the City of Columbia because they have a larger project that is combined with the County's project.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve a Project Agreement with the City of Columbia for the transfer of \$240,065 from the Conservation and Stormwater Department budgets as well as \$170,000 of SCHEC reimbursable funds to the City of Columbia for construction of the Owens Field Park project. Approval will be contingent upon Legal review of the agreement.

Mr. Malinowski inquired how long the City of Columbia's lease is for this property at Owens Field.

Mr. Pearce and Mr. McDonald stated the lease is for 99 years.

Mr. Malinowski inquired about the total cost of the project.

Mr. Epps stated the City of Columbia's is approximately \$800,000 and the County's is approximately \$485,065.

Mr. Malinowski questioned the following language in the agreement: "Once the bidding process is completed no further action or approvals are needed..." and "The City does not guarantee completion of the Project within the Project Budget."

Mr. Epps stated the agreement is currently still being reviewed by the Legal Department.

Ms Dickerson made a substitute motion, seconded by Mr. Livingston, to forward this item to Council without a recommendation. The vote was in favor.

Conservation Department – Conservation Easement Acquisition Costs – Mr. Epps stated the amount of \$2,500 was not included for the closing costs on this item. The request is to reimburse the landowner for these costs.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the request to pay \$2,591.17 for partial costs of acquiring two conservation easements providing landowner incentives to permanently protect 311 acres of streams, wetlands and forestland for future environmental and economic benefits. The vote in favor was unanimous.

Conservation Department – County Acquisition of Forfeited Land Parcel – Mr. Epps stated this is a request to acquire, at no cost to the County, a ½ acre of land adjacent to the former Zorba's location from the Forfeited Land Commission. The land is a piece of a larger tract of land the Conservation Commission would like to acquire in the future.

Mr. Jeter inquired if there was a piping or dam system near the creek.

Mr. Epps responded in the negative.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the request to transfer parcel R16907-03-08 from the Forfeited Land Commission to Richland County ownership. The vote in favor was unanimous.

County Administration Building and County Public Health Building Flooring Contract – Mr. Pearce stated the request to re-carpet the Administration and Public Health Building.

Mr. Manning moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request to enter into a contract with O’Neal Flooring in an amount not to exceed \$653,167.

Mr. Malinowski requested a copy of the bids prior to this item going to Council.

Ms. Dickerson requested staff to provide her details of which areas will be carpeted.

Ms. Dixon requested the chairs in Chambers be cleaned.

The vote in favor was unanimous.

Council Motion Regarding the Release of Funds – Mr. McDonald stated this item relates to a conceptual project in the Lake Katherine area that dates back several years, wherein the City of Columbia initiated an engineering study to determine what sources fed into Lake Katherine (i.e. City of Forest Acres, Richland County, Ft. Jackson, and SCDOT). At that time, there was an effort to have all of the jurisdictions that had an interest in Lake Katherine to do a dredging project for the lake.

The City of Columbia has reinitiated the discussion and has agreed to undertake the majority of the costs that at one time were to be paid by other sources. The County’s share under the engineering study was approximately \$109,000. The entire project is approximately \$1.3 million.

The proposed source for funding for this project is the County’s share of a fine paid by the City of Columbia for Clean Water Act Violations.

Mr. Livingston moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the release of the funds to be used to assist the City of Columbia in the dredging of silt from Lake Katherine. The vote was in favor.

Council Motion Regarding the Human Resources Director reporting to the County Administrator – Mr. Jackson stated with recent incidents it would be easier for the Human Resources Director to report directly to the County Administrator. The Director will be able to speak more freely and strongly.

Mr. Manning inquired if there is a history of who the Human Resources Director has reported to in the last 20 years (i.e. has it changed?, etc.)

Mr. McDonald stated historically the Human Resources Director has reported to an Assistant County Administrator. Prior to the current structure, approximately 15-20 years ago, all of the departments reported directly to the County Administrator.

Mr. Manning inquired how other counties are structured.

Mr. McDonald stated that information can be brought back when this item goes to Council.

Mr. Livingston moved, seconded by Mr. Manning, to postpone any amendments to the County’s organizational chart until the new County Administrator has been appointed. The vote in favor was unanimous.

ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

Motion to Expand Staff Recruitment Efforts – This item was held in committee.

Changes to Policy on Requiring Employees to Sign Documents – This item was held in committee.

ADJOURNMENT

The meeting adjourned at approximately 6:55 PM.

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

Richland County Council Request of Action

Subject:

Removal of Lien off of Property

Richland County Council Request of Action

Subject: Removal of Lien off of Property

A. Purpose

Council is requested to approve removing the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06).

B. Background / Discussion

The Eau Claire Development Corporation (ECDC), via the attached letter dated April 26, 2016, has requested that Council assist in their acquisition of the property located at 3819 Farrow Road by removing the existing demolition lien on the property prior to their purchase of the property.

The property – see attached map – is currently owned by Dequa and Dessie McCrary.

Per the ECDC, their acquisition of the property will assist their efforts to help eliminate blight, improve the esthetics and opportunities for the community in that area. They have acquired the building located behind the property and have a contract to purchase the site to the right of the property.

The lien dated August 19, 2015, in the amount of \$30,672.65, is the assessment fee (includes the cost for the advertisement and title search) for the County demolishing the structure that was located on the property.

The property is located in Council District 4.

This is a policy decision for Council.

C. Legislative / Chronological History

- April 26, 2016 – letter from ECDC requesting Council consideration for removal of the lien.

D. Financial Impact

The financial impact of this request to the County would be the potential loss of the total amount of the liens is \$30,672.65.

E. Alternatives

1. Approve to have Richland County remove the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06)

2. Do not approve to have Richland County remove the lien off of the property located at 3819 Farrow Road, (Parcel # R11605-02-06)

F. Recommendation

This is a policy decision of Council.

Recommended by: Administration
Department: Administration
Date: May 6, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/10/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

As stated in the ROA, this is a policy decision for Council. Since the additional cost added as a lien is associated with recovery of additional cost incurred by the County, the recommendation would be that Council not remove or forgive the lien. We would recommend that the County recover the funds either from the owner or through the property closing costs as the property is transferred.

Building Inspections

Reviewed by: Donny Phipps Date: 5/12/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

These are funds that are a part of a limited budget that we try to recoup after a demolition. All demolition work is done by an approved outside contractor that is paid for their services with County budgeted funds. We would recommend that the lien not be waived and the fees be recovered.

Legal

Reviewed by: Elizabeth McLean Date: 5/13/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Warren Harley Date: 5/13/16
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Administration would recommend Council not remove the fees associated with this property lien. We agree with the recommendations of Finance and Building Inspections.



April 26, 2016

Mr. Tony McDonald
County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29202

Dear Mr. McDonald:

In an effort to help eliminate blight, improve the esthetics and economic opportunities for the community, Eau Claire Development Corporation has been diligently working to acquire property throughout the City. However, with one site in particular we have run into some challenges in which we are hoping you may be able to assist us with.

Eau Claire Development Corporation for the past year has been working to acquire the property located at 3819 Farrow Road from the owner, but it is our understand that there is now a demolition lien against the property that would prohibit us from acquiring the site. We have acquired the building located behind the site and have a contract on the site to the right of the property and are hopeful with your assistance, we can acquire the site in question.

There is a demolition lien against the property in the amount of \$30,672.65; therefore we are requesting assistance with waiver of the demolition fees to allow our Corporation to acquire the site. Without a waiver or some type of assistance with those fees we will have difficulty acquiring this site from the owner which is a great concern for all involved.

As an Economic Development Corporation dedicated to eliminating blight and improving the quality of life and overall economic climate of this community, we want to do what we can and exhaust all possible avenues available to us before we give up on this year-long effort, so any assistance you can offer or provide is greatly appreciated. If you have any questions or need further information regarding this project please do not hesitate to give me a call at (803) 733-8438.

I look forward to speaking with you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Strange", is written over a faint circular stamp.

Michael Strange
Executive Director

Cc: Donny Phipps, Director/Building Official/Richland County

Eau Claire Development Corporation 3905 Ensor Avenue/P.O. Box 147 Columbia, SC 29217
Phone (803) 733-8438 Fax (803) 733-8573

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

NOTICE OF LIEN

As provided by law, notice is hereby given that the party named in this lien is liable for the assessed fee for mitigating the unsafe condition located at 3819 Farrow Road, TMS # R11605-02-06.

Along with any penalties and interest established by law for failure to correct the deficiencies and unsafe conditions made known to the party herein named by certified mail return receipt requested and posting of the subject properties. Therefore, there is a lien in favor of Richland County, South Carolina, on all property and rights belonging to this landowner for the amount of the mitigation fee, and penalties, interest and costs that may accrue as provided by law.

All that certain piece, parcel or lot of land with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being at the northwest corner of the intersection of Chappell Street and Farrow Road, being shown and designated as Lot No. 1, Block "D" on a plat of subdivision of the Eastern portion of Greater Allen Heights, prepared by Tomlinson Engineering Company dated July 24, 1930 and recorded in the Richland County ROD Office in Plat Book "F" at Page 165; and having such metes and bounds as shown on said plat.

Name and Residence of Landowner(s):

Dessie McCray
Dequal McCray
5131 Farrow Road
Columbia, SC 29203
(Address per tax bill)

Nature of Assessment:	Demolition	\$ 30,000.00
	Advertisement	\$ 117.65
	Title Search Fee	\$ 555.00
	TOTAL:	\$ 30,672.65

Place of Filing: Register of Deeds
Richland County Judicial Center
1701 Main Street
Post Office Box 192
Columbia, South Carolina 29202

This Notice was prepared and signed at Columbia, South Carolina, on this 19th day of August, 2015.

Signature


Kecia D. Lara
Housing Official

Book 2051-3061

2015081902 08/19/2015 10:14:21:020

Demolition Permitting

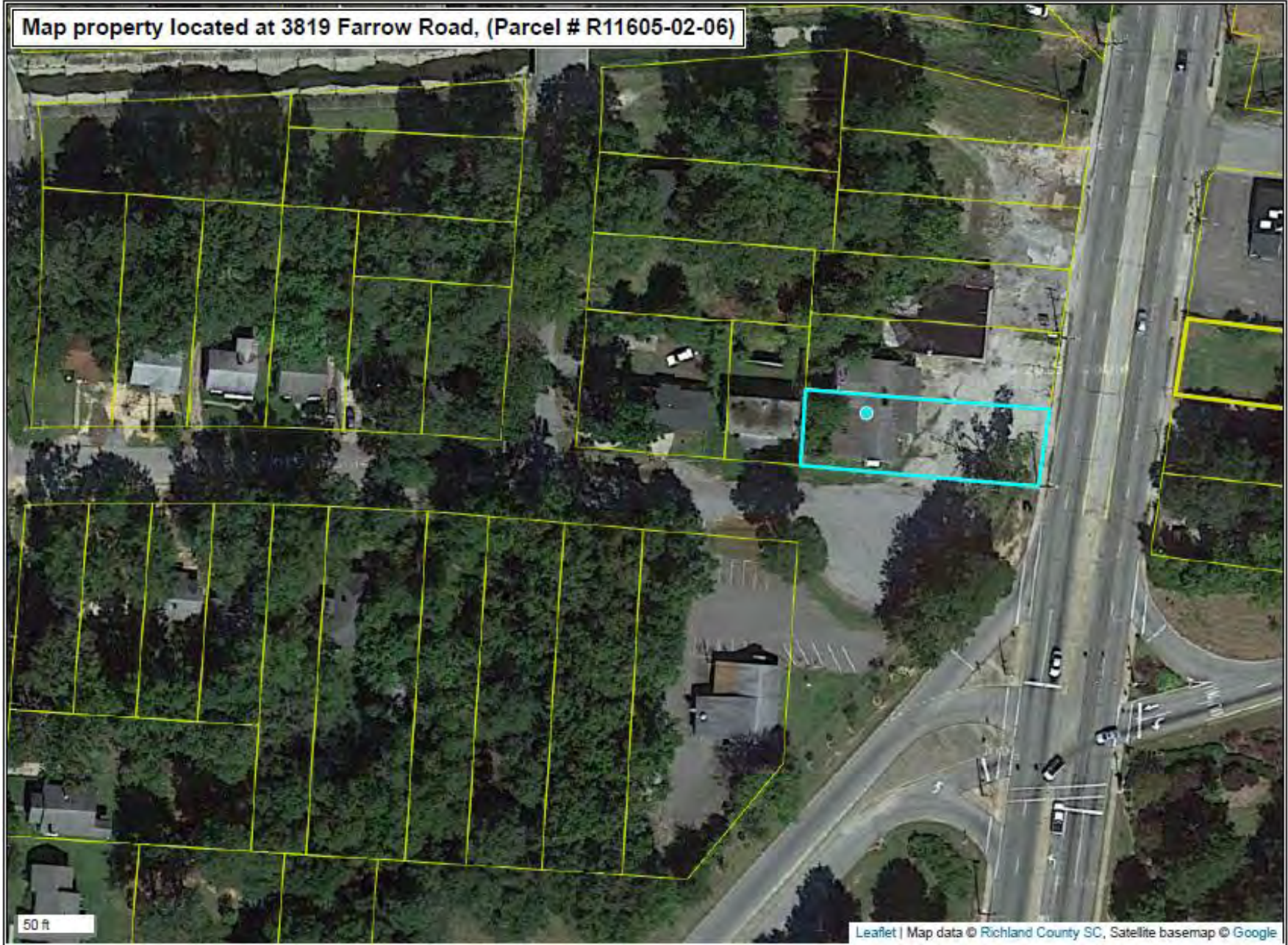
Fee:\$0.00 County Tax:\$0.00

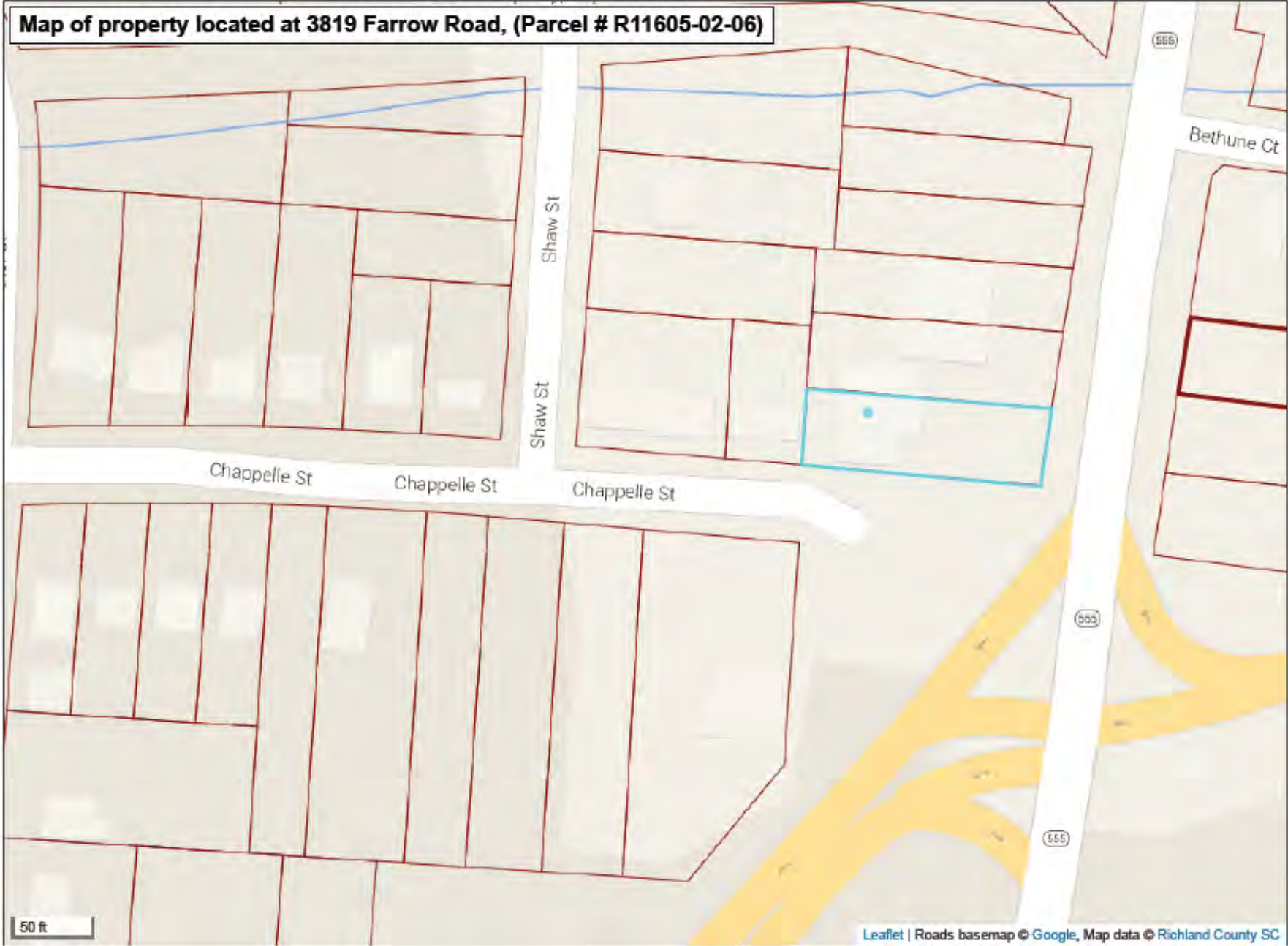
State Tax:\$0.00



2015081902 John T. Hopkins II

Richland County R.O.D.





Richland County Council Request of Action

Subject:

Conservation Department: RCCC purchase of Upper Mill Creek Tract

Richland County Council Request of Action

Subject: Conservation Department: RCCC purchase of Upper Mill Creek Tract

A. Purpose

Richland County Conservation Commission (RCCC) requests County Council (Council) approve the final purchase agreement for 769 acres (R21200-01-01) adjacent to the existing Mill Creek Mitigation Bank property for mitigation, conservation, and recreational purposes.

B. Background / Discussion

Council directed staff to move forward with the purchase of the 769 acre Upper Tract (TM# R21200-01-01) immediately north and adjacent to the Mill Creek Mitigation Bank property (see Appendix). Staff has reached a final agreement (Appendix), contingent upon legal approval, on the purchase price at the appraised amount of \$2,250,000 (Appendix) with the seller and is prepared to enter into a final agreement (Appendix) to purchase the parcel.

RCCC has been allowing funds to accumulate in the RCCC Acquisition Fund established for the purpose of funding acquisitions.

C. Legislative / Chronological History

March 3, 2015 - Council directed staff to move forward with purchase negotiations at its meeting

January 25, 2016 - RCCC voted unanimously to proceed with negotiations

April 5, 2016 - Council directed staff to move forward as discussed in Executive Session at the March 22, 2016 Administrative & finance Committee meeting.

D. Financial Impact

The initial deposit will be made from the RCCC Acquisition Fund and annual payments will be made from the RCCC operating budget to pay back an internal loan from the County. Revenues from the development of the property's mitigation potential as well as other resources will be used by the Conservation Department to help repay the loan and develop, operate and maintain the property, while ensuring the County's long term mitigation needs are met. A land management plan will be developed to ensure long-term operation and maintenance needs can be covered by the Conservation Department and revenues generated from the property.

E. Alternatives:

1. Approve the final purchase agreement for the Upper Tract in the amount of \$2,250,000.

The purchase would be made using an internal loan from the General Fund. Any revenues generated from the property will be returned to the Conservation Department to cover any operation and maintenance expenses associated with the property. Council approval of this item is contingent upon legal review and approval of the purchase agreement. This purchase will contribute to enhancing the investment made in the Mill Creek Mitigation Bank property and maximizing the economic development opportunities which would come from the creation of an eco-tourism destination in Lower Richland.

2. Do not approve the final purchase agreement of the Upper Tract and reduce the opportunity to maximize the economic development opportunities related to the recreational and tourism amenities of the Mill Creek Mitigation Bank property.

F. Recommendation

It is recommended Council approve the purchase of the 769-acre Upper Tract adjacent to the Mill Creek Mitigation Bank for conservation, mitigation, and recreational purposes.

Recommended by: Quinton Epps

Department: Conservation

Date: May 5, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/10/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Multiple financing options for the purchase have been discussed, however no formal decision has been made on which option is preferred by Council. Final approval by Council would need to formalize the method and terms of the financing/payment plan.

Support Services

Reviewed by: John Hixon

Date: 5/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

I recommend approval of alternative one based on the statement in the finance section of this ROA noting that the Conversation Department will generate a management plan and cover all maintenance needs. As there will be grounds maintenance required to remain compliant of our overgrown lot ordnance, at least in the Old Bluff Road area, and maintenance to ensure the integrity of current structures it is important for the Conversation Department to fund and manage these needs, as noted in the ROA, as the Support Services Department does not have the necessary recourses for additional property management.

Legal

Reviewed by: Elizabeth McLean

Date: 5/18/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.
Legal has completed its review of the agreement.

Administration

Reviewed by: Warren Harley

Date: 5/20/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends the approval of the approval of the proposed property.

**AGREEMENT FOR THE
PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT ("Agreement"), entered into this ____ day of July, 2016 (the "Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and RICHLAND COUNTY, SOUTH CAROLINA, a South Carolina political subdivision ("Purchaser");

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE

Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase 768.69 +/- acres of land comprised of 1 parcel located along the southwest side of Old Bluff Road (S-40-734) approximately 1.75 miles from SC Hwy 48 (Bluff Road) in Richland County, SC also known as Parcel R21200-01-01 and further described as "Tract 1" on Exhibit "A" attached hereto together with any improvements (the "Property").

2. EARNEST MONEY

Purchaser shall pay to the Escrow Agent (as hereinafter defined) \$50,000 upon execution hereof by Purchaser (such amount and any interest thereon, and shall be referred to herein as the "Earnest Money"). Said sum shall be held by the Escrow Agent and applied or disbursed in accordance with the terms of this Agreement. The Earnest Money shall be deposited by Escrow Agent in an interest bearing account for the benefit of Purchaser.

3. PURCHASE PRICE

The purchase price ("Purchase Price") for the Property to be paid by Purchaser to Seller at the closing and consummation of the purchase and sale of the Property (the "Closing" and the date of such Closing, the "Closing Date") shall be:

TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$ 2,250,000.00)

Subject to possible adjustment as follows: if the actual acreage determined by a survey of the Property obtained by Purchaser after the Effective Date and reasonably acceptable to Seller shows that the Property actually contains more or fewer than 768.69 +/- acres, the Purchase Price shall be adjusted upward, or downward, as applicable by the amount equal to \$2,923.00 per acre.

3.1. The Purchase Price shall be paid by Purchaser at Closing by immediately available funds, less a credit for the Earnest Money.

3.2. The Purchase Price shall be adjusted to reflect the prorations between Purchaser and Seller in Paragraph 6 below.

4. CLOSING

The Closing shall be held on July 15, 2016 (or the next succeeding business day if such day is not a business day) at a location mutually agreeable to the parties.

5. CONVEYANCE OF TITLE

- 5.1. At the Closing, Seller shall convey to Purchaser "good and marketable fee simple title" to the Property by General Warranty Deed. "Good and marketable fee simple title" is insurable by a title insurance company acceptable to Purchaser issued at standard rates as compared to comparable real property in Richland County, South Carolina and without exception other than the Permitted Exceptions as defined herein. To the extent Seller owns any mineral rights, Seller shall convey such rights through a quitclaim deed. Permitted Exceptions shall mean (i) the exceptions described in Exhibit D attached hereto and incorporated herein by reference thereto, and (ii) any additional exceptions set forth in the owner's policy of title insurance issued in connection with this transaction.
- 5.2. At the Closing, Seller shall execute and deliver to Purchaser the Limited Warranty Deed, a standard form owner's affidavit and a certificate with respect to Seller's non-foreign status sufficient to comply with the requirements of Section 1445 of the Internal Revenue Code, commonly known as the Foreign Investment in Real Property Tax Act of 1980, and all regulations applicable thereto ("FIRPTA"). In addition, Seller shall execute and deliver such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and for Seller to obtain an owner's policy of title insurance for the benefit of Purchaser.
- 5.3. Seller shall pay (i) the State of South Carolina Transfer Tax; (ii) Seller's attorney's fees and consultant fees; and (iii) the premiums for Purchaser's owner's policy of title insurance. Purchaser shall pay (i) recording fees; (ii) all escrow fees; and (iii) Purchaser's attorneys' fees and consultant fees. All other closing costs shall be allocated between Purchaser and Seller in accordance with local custom.
- 5.4. At the Closing, Purchaser shall execute and deliver to Seller such documents as Seller may reasonably require to effect or complete the transaction contemplated by this Agreement.
- 5.5. The parties acknowledge that (a) Seller intends to demolish and remove a dam, identified on Exhibit F attached hereto and made a part hereof (the "Dam") on a contiguous parcel of property and place the discarded materials and debris created from the demolition of the Dam on the Property (the "Dam Demolition"), and (b), the Dam Demolition may occur after the Closing. During the Inspection Period, Purchaser and Seller agree in good faith to negotiate a license agreement, the final form of which to be executed at Closing, granting Seller the right to enter upon the Property and store and/or bury the materials created by the Dam Demolition on the Property in exchange for

nominal consideration (the "License Agreement"). The execution and delivery of the License Agreement to Seller shall be a condition precedent to Seller's obligation to deliver to Purchaser title to the Property at Closing.

6. PRORATIONS

At the Closing, all ad valorem property taxes and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to Closing. Such proration shall be based upon the latest ad valorem property tax, bills, assessments and millage rates available. There shall be no other prorations.

7. INSPECTION

Seller will make available (or cause to be made available) to Purchaser to the extent within the possession of Seller or Seller's agents, all materials and information listed on Exhibit B attached hereto (all such materials, information, reports and other items requested by Purchaser of Seller in the possession of Seller or Seller's agents being herein called the "Deliveries"). Seller will deliver (or caused to be delivered) to Purchaser the Deliveries within five (5) business days following the Effective Date. If this Agreement is terminated or the Closing does not occur by the Closing Date, then within five (5) business days after written request by Seller to Purchaser, Purchaser shall return all Deliveries and copies thereof to Seller.

Purchaser and its agents and representatives shall have until Closing (the "Inspection Period") in which to examine title, inspect and review the Property at Purchaser's expense to determine the suitability of the Property for Purchaser's intended use, including, without limitation, verification of zoning, utility usage and impact fees, and environmental assessments. Seller shall allow Purchaser and Purchaser's consultants or agents reasonable access to the Property (and all information relating thereto other than materials protected by the attorney-client privilege or attorney or proprietary work product), at such times and following such advance notice as may be reasonable under the circumstances, for the purpose of conducting Purchaser's due diligence review. During the Inspection Period, Purchaser (or Purchaser's consultants or agents) shall review the Deliveries, perform non-intrusive testing of the land and improvements, conduct interviews with the Property's property management and lease holders, and undertake such other review and inspections as Purchaser believes are necessary to evaluate the Property, provided that such inspections, testing and interviews are conducted in accordance with the terms of this Agreement. Purchaser acknowledges that it is expressly agreed and understood that Purchaser shall have sole responsibility for verifying the accuracy of all information furnished by Seller. Neither Seller nor its consultants make any representations or warranties, expressed or implied, as to the accuracy, completeness or technical adequacy of any or all information furnished by Seller, including, without limitation, the Deliveries.

In the event Purchaser determines, in its sole discretion, that the Property is not suitable for its intended use, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller of such termination prior to the expiration of the Inspection Period. If Purchaser so terminates this Agreement prior to Closing, (i) the Earnest Money shall be deemed non-refundable except in the event of Seller's default, and (ii) Purchaser shall deliver to Seller all Deliveries and any other information developed by or on behalf of Purchaser during the Inspection Period, and this Agreement shall thereupon become null and void, and neither party shall have any further rights or obligations hereunder except as expressly provided.

Purchaser shall be liable for the actions, omissions and safety of its employees, agents and guests while the same are inspecting the Property. No entry upon the Property by any of the Purchaser Parties shall have any

detrimental impact upon or interfere with the Property. Each entry by the Purchaser Parties, or any of them, upon the Property shall be subject to and in accordance with any and all, and none of the Purchaser Parties shall commit, suffer or permit a violation or breach of any or all, of the documents affecting or encumbering title to the Property or the use or occupancy thereof. In addition, if Purchaser desires to enter upon the Property prior to the Closing to perform other inspections or for any other reason, Purchaser shall provide Seller with at least three (3) days' prior written notice of such entry. Purchaser will keep the results of any Phase I environmental assessment obtained by Purchaser, if any, confidential and will cause the company performing said assessment to do so as well. No Phase II environmental testing of the Property, soil sampling or punching or other invasive or intrusive testing shall be completed without Seller's prior written consent, to be granted or withheld by such parties in their respective discretion. The rights of Seller to make claims under the insurance required under this paragraph with respect to matters occurring at or prior to Closing, Purchaser's liabilities accruing or arising at or prior to Closing in connection with any Purchaser Party's access or entry upon the Property and the non-disclosure and confidentiality provisions of this paragraph, shall expressly survive Closing (and not merge with or into the Deed or any other Closing Document) and any termination of this Agreement.

8. LEASES

The existing Leases as described in Exhibit C already paid to Seller for the period during which the Closing is to occur will be prorated between Purchaser and Seller as of midnight of the day prior to Closing and credited to Purchaser at closing. All other Leases will accrue to Purchaser after Closing. Any Lease Agreements associated with the Leases will be assigned to Purchaser upon closing; notwithstanding the foregoing, to the extent a Lease Agreement is terminable and Purchaser requests in writing that such Lease Agreement be terminated as of Closing, Seller shall terminate such Lease Agreements. Provided however, the termination of such lease shall be contingent upon the closing of the transactions contemplated herein and the termination date may occur ten days after the Closing. A list of Leases covering the Property is attached as Exhibit C.

9. NOTICES

All notices, demands and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, or electronic mail to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

SELLER:

Mill Creek Mitigation Holdings LLC
c/o Lyme Timber Company LP
23 South Main Street
Hanover, NH 03755
Attention: David Hoffer
E-mail: dhoffer@lymetimber.com

With a copy to:

Rip Sanders
Bernstein and Bernstein, LLC
1019 Assembly Street
Columbia, South Carolina 29201

Email: rip@bblawsc.com

PURCHASER:

Richland County, South Carolina
Conservation Director
P.O. Box 192
Columbia, SC 29201

With a copy to:

Ken Driggers
P.O. Box 50294
Columbia, SC 29250

For the purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefore, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, shall be deemed the date of any notice, demand or delivery or the date of sending, if by electronic mail so long as such notice is given by another method permitted hereunder. Rejection or other refusal to accept or inability to deliver because of changed address of which no written notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least five (5) days prior written notice thereof to all other parties hereto, a party hereto may from time-to-time and at any time change its mailing address hereunder.

10. REAL ESTATE COMMISSIONS

Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of any real estate or other broker, agent or salesman so as to create any legal right in any such broker, agent or salesman to claim a commission or similar fee with respect to the purchase and sale of the Property contemplated by this Agreement. The provisions of this Paragraph shall survive the Closing or any termination of this Agreement.

11. ASSIGNMENT

Purchaser shall not have the right to assign this Agreement to any person(s), partnership or corporation, without the prior written consent of Seller; provided, however, Seller agrees to consent to the assignment of the Agreement to an entity which is an affiliate or client of Purchaser, provided however, Purchaser shall remain jointly and severally liable to Seller for Purchaser's obligation in this Agreement.

12. DEFAULT

In the event the transaction contemplated hereby is not closed because of Purchaser's default, the Earnest Money shall be retained by Seller as liquidated damages and not as a penalty. The retention of the Earnest Money shall be Seller's sole remedy in the event of Purchaser's default at or prior to the Closing Date. Seller and Purchaser agree that the actual damages to Seller in the event of such breach are impractical to ascertain as of the date of this Agreement and the amount of the Earnest Money is a reasonable estimate thereof.

In the event the transaction contemplated hereby is not closed because of Seller's default, then as its sole and exclusive remedy, Purchaser may terminate this Agreement and receive a refund of the Earnest Money. Notwithstanding any of the foregoing to the contrary, in no event whatsoever, shall Purchaser have the right to money damages of any kind as a result of any default by Seller under any of the terms of this Agreement prior to Closing. In no event shall Seller be liable to Purchaser for any punitive, speculative or consequential damages. For avoidance of doubt, any failure to satisfy a condition to Closing shall not in itself constitute a breach of this Agreement.

13. ESCROW AGENT

The Escrow Agent referred to above shall be Bernstein & Bernstein Law Firm, 1019 Assembly Street, Columbia, SC 29201, Attn: Rip Sanders. The Escrow Agent shall not be charged with any knowledge until such facts are communicated to the Escrow Agent in writing. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its counsel fees, costs, disbursements and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with such action, except with respect to matters arising out of the gross negligence or willful misconduct of Escrow Agent. Upon failure of Purchaser to comply with the requirements as set forth herein and pursuant to Paragraph 12 hereof, Escrow Agent shall be empowered to dispose of the Earnest Money as provided for in said paragraph without incurring any liability. In the event of a dispute between Seller and Purchaser which cannot be resolved, Escrow Agent shall have the option to deposit the Earnest Money into a court of competent jurisdiction pending resolution of the deposition of said funds and to interplead Seller and Purchaser in respect thereof, and upon depositing said funds, Escrow Agent shall bear no further responsibility.

14. POSSESSION

Seller shall, by a bill of sale or other instrument conveying title to the same, deliver actual possession of the Property together with improvements and certain machinery and equipment, more particularly described on Exhibit E attached hereto and incorporated herein by reference thereto (the "Equipment"), to Purchaser at Closing. The Equipment shall be sold on an "as is where is" basis, and Seller makes no representation or warranty as to the condition or the functionality of such Equipment.

15. CONDITION OF PROPERTY

Purchaser acknowledges that prior to expiration of the Inspection Period it and its representatives will have fully inspected the Property or will have been provided with an adequate opportunity to do so, are or will be fully familiar with the condition thereof, and that the Property will be purchased by Purchaser in an "as is" and "where is" condition and not in reliance on any agreement, understanding, condition, warranty (including, without limitation, warranties of habitability, merchantability or fitness for a particular purpose, but not including title warranty) or representation made by Seller or any agent, employee, member, officer or principal of Seller or any other party as to the condition of the Property or the areas surrounding the Property, or as to any other matter whatsoever, including, without limitation, (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) any income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance by Seller or the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property (Purchaser affirming that Purchaser has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the property is fit for any particular purpose), (f) compliance with any environmental

requirements, environmental protection, pollution or land use laws, rules, regulations, orders or other requirements, including the existence in, on, under, or in the vicinity of the property of hazardous materials, (g) zoning to which the Property or any portion thereof may be subject, (h) the availability of utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (i) usages of the adjoining property, (j) access to the Property or any portion thereof, (k) the value, size, location, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights of claims on or affecting or pertaining to the Property or any part thereof, (l) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (m) the existence or non-existence of underground storage tanks or the condition thereof or the existence or status of any permits therefor, (n) any other matter affecting the stability or integrity of the land, (o) the potential for development of the property, (p) the existence of vested land use, zoning or building entitlements affecting the Property, or (q) any other attribute or matter of or relating to the Property. Purchaser acknowledges that, except as otherwise expressly elsewhere provided in this Agreement or any document delivered at closing, neither Seller, nor any agent, member, officer, employee or principal of Seller nor any other party acting on behalf of Seller has made or shall be deemed to have made any such agreement, condition, representation or warranty either expressed or implied. This Paragraph 15 shall survive Closing and delivery of the closing documents, and shall be deemed incorporated by reference and made a part of all documents delivered by Seller to Purchaser in connection with the sale of the Property.

16. ANTI-TERRORISM/ANTI-MONEY LAUNDERING

Neither Purchaser nor any of its affiliates (i) is listed on any Government Lists, (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13244 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof, (iii) is a person or entity who has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any violation of the Patriot Act, or (iv) is currently under investigation by any governmental agency for alleged criminal activity. Purchaser has no reason to believe that this transaction, including, without limitation, the source of its funds, would result in a violation by Purchaser of the Patriot Act, OFAC Laws and Regulations, or any other anti-terrorism or anti-money laundering laws or regulations, including, without limitation, the Bank Secrecy Act, as amended, or the Money Laundering Control Act of 1986, as amended.

"Government Lists" shall mean (i) the Specially Designated Nationals and Blocked Persons List maintained by the OFAC, as such list is maintained from time to time, (ii) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (iii) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the OFAC Laws and Regulations, (v) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America, and (vi) any list or qualifications of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Government Lists may be updated from time to time.

"OFAC" shall mean the Office of Foreign Assets Control, United States Department of the Treasury, or any other office, agency or department that succeeds to the duties of the Office of Foreign Assets Control, United States Treasury Department of the Treasury.

"OFAC Laws and Regulations" shall mean any lists, laws, rules, sanctions and regulations maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation, including the Trading with the

Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 as-9, as amended from time to time, the Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, the Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and the Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as the same may be amended from time to time, and corresponding provisions of future laws.

17. SURVIVAL OF CERTAIN PROVISIONS

All terms, provisions, conditions or obligations set forth in Paragraphs 7, 8, 10,15, 16, 17 and 18 of this Agreement shall survive the Closing and shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. Except as set forth in the preceding sentence, the provisions of this Agreement shall not survive the Closing, but shall merge into the documents executed and delivered at the Closing.

18. MISCELLANEOUS

18.1. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of South Carolina. Purchaser and Seller agree that any dispute arising out of this Agreement shall be adjudicated in the state courts of Richland County, South Carolina and in no other forums, and for that purpose, Purchaser and Seller hereby submit to the exclusive jurisdiction of such state courts of South Carolina. PURCHASER AND SELLER EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING OF OR ARISING OUT OF THIS AGREEMENT.

18.2. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

18.3. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties and not expressly stated herein, shall be of any force or effect.

18.4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

18.5. Any amendment to this Agreement shall not be binding upon Purchaser and Seller unless such amendment is in writing and duly executed by both Purchaser and Seller.

18.6. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with

any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and expenses, and all other costs and expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

18.7. Seller and Purchaser shall, from time to time, at the other's reasonable request and without further consideration, execute and deliver or cause to be executed and delivered such other instruments of conveyance and transfer and take such other actions as the other party may reasonably require to more effectively convey, transfer and vest in Purchaser, and to put Purchaser in possession of, the Property or to otherwise effectuate the transaction contemplated by this Agreement.

18.8. This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

The provisions of this Agreement are solely for the benefit of Seller and Purchaser, and no other person or entity is a third party beneficiary of this Agreement.

18.9. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Agreement or any other instrument, document or agreement executed or delivered in connection therewith, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this paragraph with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

18.10. Each of the persons signing below on behalf of Purchaser or Seller, respectively, represents and warrants that the undersigned has been authorized on behalf of Purchaser or Seller, as the case may be, to enter into and execute this Agreement on such entity's behalf.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, Seller and Purchaser have caused this instrument to be executed, under seal, as of the day and year first above written.

SELLER:

MILL CREEK MITIGATION HOLDINGS LLC,
a Delaware limited liability company

By: LTC Management LLC, its manager

By: _____
David P. Hoffer, Managing Member

PURCHASER:

RICHLAND COUNTY, SOUTH CAROLINA
a South Carolina political subdivision

By: _____
Anthony McDonald
County Administrator

EXHIBIT A
Legal Description

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Richland County, South Carolina, being identified as "Tract 1 – 768.69 Acres" on that certain plat prepared for Mill Creek Mitigation Holdings LLC, Richland County, R.C. McEntire, Jr., Claude W. Smith, W.D. Morris and S. Stanley Juk, Jr., prepared by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E&S, Inc., and recorded on February 18, 2014, in the office of the Register of Deeds for Richland County, South Carolina, in Book 1926, at Page 1541, which survey is specifically incorporated herein by reference and reference to said survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries.

TOGETHER WITH:

Easement and other real property rights, privileges and benefits created by or arising under that certain Easement dated September 14, 1983, from Little Claytor Partnership, a South Carolina general partnership, to Phillip C. Chappell, Jr., George Bellinger and Mill Creek, a South Carolina general partnership, and recorded on September 14, 1983, in the Office of the Register of Deeds for Richland County, South Carolina, in Deed Book D-663 at Page 202.

AND TOGETHER WITH:

Easement and other real property rights, privileges and benefits created by or arising under that certain Easement Agreement dated February 23, 2001, by and among George K. Bellinger, Jr., Jane B. Wannamaker, Elizabeth Bellinger Moseley, and Mill Creek Partnership, a South Carolina general partnership, and recorded on February 23, 2001, in the aforesaid records in Book 486 at Page 2970.

EXHIBIT B

LAND ACQUISITION DUE DILIGENCE "DELIVERIES"

1) PROPERTY INFORMATION

- a) Most recent survey of the Property indicating boundaries of all land parcel(s) contained within the Property, the location of any above ground improvements, road ways, easements, etc., a computation of the acreage of each parcel, the location of any flood plain, and the location of existing utilities.
- b) Any existing environmental reports
- c) Aerial photographs of the site
- d) Any wetland and/or stream mitigation and restoration feasibility studies or other relevant information
- e) Any cultural resources reports

2) OPERATIONAL INFORMATION

- a) List and copy of any leases or licenses
- b) List and copy of any maintenance/service contracts
- c) List of any pending legal action involving the Property(s) or Owner.
- d) Copy of real estate tax bill for previous year and current year's invoices (if available)

3) OTHER INFORMATION

- a) Existing title report or title commitment
- b) List of any pending tax judgments, special assessments, or mechanics liens

EXHIBIT C

LIST OF LEASES

1. Hunting Lease

Name of Lessee: Deer Hunter, LLC

Lease Amount: \$10,000.00 annual lease payment

Specific Property Leased: All of Property, subject to certain limitations

Term of Lease: Through April 27, 2016, terminable by Seller/lessor with 10 days prior written notice. Such Lease may be renewed by Seller, but Seller will retain the right to terminate such Lease with 10 days prior written notice.

EXHIBIT D

1. Taxes and assessments for the year 2016 and subsequent years, which are liens not yet due or payable.
2. Easement dated September 14, 1983, from Mill Creek, a South Carolina general partnership, to Little Claytor Partnership, a South Carolina general partnership, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, on September 14, 1983, in Deed Book D-663 at Page 199.
3. Terms, conditions and obligations contained in Easement dated September 14, 1983, from Little Claytor Partnership, a South Carolina general partnership, to Phillip C. Chappell, Jr., George Bellinger and Mill Creek, a South Carolina general partnership, and recorded in the aforesaid records on September 14, 1983, in Deed Book D-663 at Page 202.
4. License Agreement dated September 14, 1983, by and between Mill Creek, a South Carolina general partnership, Little Claytor Partnership, a South Carolina general partnership, Hubert Claytor, M.D., James E. Claytor, M.D., Carolyn Marguerite Claytor, Linda Claytor Boyer, Gerald Guy Edward Manning, and Frank Lykes Claytor, and recorded in the aforesaid records on March 22, 1984, in Deed Book D-686 at Page 700. (However, no exception is made for the rights or interests of Gerald Guy Edward Manning, deceased.)
5. Right-of-Way Easement dated March 13, 1984, from Mill Creek, a South Carolina general partnership, to Tri-County Electric Cooperative, Inc., a cooperative corporation, and recorded in the aforesaid records on December 3, 1984, in Deed Book D-719 at Page 993.
6. Right-of-Way Easement dated June 5, 1984, from Mill Creek, a South Carolina general partnership, to Southern Bell Telephone and Telegraph Company, and recorded in the aforesaid records on June 28, 1985, in Deed Book D-747 at Page 980.
7. Right-of-Way Easement dated July 10, 1984, from Jane McDowell Hopkins to Southern Bell Telephone and Telegraph Company, and recorded in the aforesaid records on June 28, 1985, in Deed Book D-747 at Page 984.
8. Right-of-Way Easement dated October 10, 1983, from Jane M. Hopkins to Tri-County Electric Cooperative, a cooperative corporation, and recorded in the aforesaid records on January 12, 1984, in Deed Book D-677 at Page 788.
9. Easement Agreement dated February 23, 2001, by and among George K. Bellinger, Jr., Jane B. Wannamaker, Elizabeth Bellinger Moseley and Mill Creek Partnership, a South Carolina general partnership, and recorded in the aforesaid records on February 23, 2001, in Book 486 at Page 2970.
10. Matters shown as affecting "Tract 1 – 768.69 acres" on that certain plat prepared for Mill Creek Mitigation Holdings LLC, Richland County, R.C. McEntire, Jr., Claude W. Smith, W.D. Morris and S. Stanley Juk, Jr., prepared by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E&S, Inc, and recorded on February 18, 2014, in the office of the Register of Deeds for Richland County, South Carolina, in Book _1926, at Page 1541.
11. Rights of riparian owners, including littoral rights, governmental entities and the public in and to the use of navigable waters and to the uninterrupted flow thereof and any claim by the state or federal

government to land formerly or presently comprising the bottom land of navigable waters arising from the change of boundaries due to artificial accretion or filled lands.

12. Temporary Access Easement, dated April 30, 2015, by and between Seller and Almond Forest Products, Inc.
13. Hunting Lease, dated April 30, 2015, by and between Seller and Deer Hunter, LLC.

EXHIBIT E

List of Equipment

1. Ford Tractor, Model 7610, Serial # BC 14717
2. Burroughs Model T1106 Sprayer
3. 14 foot Bush Hog 3200 Series
4. 7 foot Hardee Model T-984-LT
5. Lawn Mower
6. Two plows
7. Miscellaneous household furniture
8. Miscellaneous kitchen utensils

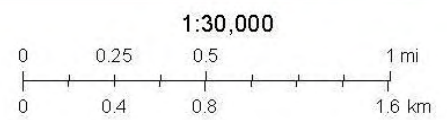
EXHIBIT F

[Attach map showing location of dam.]

Mill Creek Tracts



March 1, 2016



EXECUTIVE SUMMARY

Present Use	Agricultural-Timberland	
Property Location	West side of Old Bluff Road, Hopkins, SC 29061	
Property Owner	Mill Creek Mitigation Holdings, LLC	
Date of Report	April 5, 2016	
Effective Date of Appraisal	March 31, 2016	
Purpose of Appraisal	Provide opinion of Market Value "As Is"	
Property Rights Appraised	Fee Simple Estate	
Intended Use	The purpose of rendering a decision relative to internal use and/or property disposition.	
Intended User	The intended user is Nancy Stone-Collum, Conservation Department of Richland County.	
Zoning	RU - Rural District	
Tax Map Reference	R21200-01-01	
Land Size	768.69 acres	33,484,136 square feet
Improvements	Hunting Lodge and sheds	
Tax Appraised Value	Tax Appraised Market Value	Tax Appraised with Ag-Use Value
	\$1,000,100	\$98,400
Census Tract	118, Richland County, SC	
Highest and Best Use	As Vacant: Agricultural Use	
	As Improved: Agricultural Use with secondary recreational uses	
Appraisal Procedures	Sales Comparison Approach	
APPROACHES TO VALUE		
		As of March 31, 2016
Sales Comparison Approach		\$2,250,000
FINAL OPINION OF MARKET VALUE "AS IS"		\$2,250,000

Richland County Council Request of Action

Subject:

Emergency Services Department – Fire Skid Units Purchase

Richland County Council Request of Action

Subject: Emergency Services Department – Fire Skid Units Purchase

A. Purpose

The purpose of this report is to obtain Council approval to purchase 12 skid pump/tank units for \$195,912. (This includes shipping and taxes) The equipment is mounted on pickup trucks to be used for wild land firefighting. Funding will come from the Emergency Services budget. No additional funds are needed.

B. Background / Discussion

County Council provided funding in the 2015-2016 budget for replacement of skid units to be mounted on four wheel drive pickup trucks. The “brush trucks’ are used in wild land fires where larger trucks cannot travel. The new trucks have been purchased and the new tanks/pumps are needed to complete the transition. These are replacing older out-of-service units, some being 20 years old. Using four wheel drive pickup trucks and skid units reduces the cost to provide these assets.

On March 2, 2016, Richland County began the procurement process to purchase the skid units by publishing the bid request. The bid request asked for skid units consisting of tanks and pumps capable of being mounted on 4 x 4 pickup trucks. Five vendors submitted bids. After reviewing the bids, two vendors that bid the same unit, tied for the lowest bid price. One vendor is located in South Carolina and the other is located in North Carolina.

In the case of an equal or tied low bid, Procurement guidelines allow for the selection of the vendor located in South Carolina. Therefore, Anderson Fire and Safety is the recommended vendor.

Anderson Fire and Safety (Located in South Carolina)

Per Unit \$ 14,700
Total \$176,400

Wally’s Fire and Safety Equipment

Per Unit \$ 14,715
Total \$176,580

Safe Industries

Per Unit \$ 19,394
Total \$232,728

Phoenix Fire

Per Unit \$ 14,900
Total \$178,800

S.C. Fire Apparatus (Located in North Carolina)

Per Unit \$ 14,700
Total \$176,400

C. Legislative / Chronological History

- 07/01/2012 Current Fire Intergovernmental Agreement became effective.
- 07/01/2015 Funding provided in 2015-2016 Budget.
- 03/02/2016 Specifications put out for Bid
- 04/06/2016 Bid responses received
- 04/17/2016 Bid review completed
- 05/02/2016 ROA prepared for Council Committee

D. Financial Impact

This purchase was planned and the funding to purchase the 12 skid units is available in the Emergency Services Department budget so no additional funds are needed. (ESD 1206220000-531200)

The total cost of the 12 skid units:

\$ 176,400	(14,700 x 12)
14,112	Tax
5,400	Shipping

\$ 195,912	Total

E. Alternatives

1. Award the bid for the purchase of 12 skid pump/ tank units to the South Carolina company, Anderson Fire and Safety.
2. Award the bid to the out-of-state company.
3. Throw out the two bids that tied and award to the second lowest bidder.
4. Do not award the bids and re-initiate the purchasing process.

F. Recommendation

Following the Procurement guideline, it is recommended that Council award the bid to the South Carolina Company, Anderson Fire and Safety for the 12 skid units in the amount of \$195,912.

Recommended by: Michael A. Byrd, Director
 Department: Emergency Services
 Date: May 2, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers
 ✓ Recommend Council approval

Date: 5/11/16
 Recommend Council denial

Recommend approval based on budget funds being available as stated.

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford

Date: 5-11-16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/13/16

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Kevin Bronson

Date: 5/13/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Picture of Skid Truck



Richland County Council Request of Action

Subject:

Magistrate: Authorization of Purchase for 144 O'Neil Ct.

Richland County Council Request of Action

Subject: Magistrates: Authorization of Purchase for 144 O’Neil Ct.

A. Purpose

County Council is requested to authorize the purchase of the proposed purchase contract for 144 O’Neil Ct. This property has been identified as a high priority for the Magistrate Court as they look to find a permanent location for the Dentsville Magistrate office. Council is also requested to approve funds for the estimated cost to design and renovate the facility.

B. Background / Discussion

Currently, the Dentsville Magistrate is temporarily housed in the Central Court facility located at 1400 Huger Street, Columbia. The Dentsville Magistrate was relocated to the Huger Street location in order to vacate the property located at 2500 Decker Boulevard to make way for the demolition of the property for the Decker Center Facility. The Decker Center Facility will house Central Court, divisions of the Sherriff’s office, and the new Community Center.

A facility analysis has been completed on 144 O’Neil Ct by the County’s Support Services department. While the analysis noted items that need to be addressed in the renovation, nothing of a serious nature that couldn’t be addressed during the renovation was noted.

A property appraisal has been completed on the site. The appraisal for the O’Neil Ct property was valued at the amount agreed to in the purchase agreement. Additionally, a cost estimate for the renovation of the facility has been completed. This cost estimate takes into consideration the facility analysis that was completed by the County’s Support Services department. The cost estimate also considers the July 28th approval by Council for the renovation of these magistrates facilities to utilize a Design/Build delivery method.

The table below illustrates the Magistrate Offices the County owns versus the Magistrate Offices the County is currently renting.

Magistrate Office	Rent	Own
201 John Mark Dial Drive (Bond)		✓
1400 Huger Street (Central)		✓
3875 Lucius Road (Columbia)		✓
118A McNulty Street (Blythewood)		✓
1400 Huger Street (Dentsville)		✓
1019 Beatty Road (Dutch Fork)		✓
501 Main Street (Eastover)		✓
1400 Huger Street (Hopkins)		✓
1403 Caroline Road (Lykesland)	✓	
1601 Shop Road STE B (Olympia)	✓	
10509 Two Notch Road, Suite D (Pontiac)	✓	
4919 Rhett Avenue (Upper Township)	✓	
2712 Middleburg Drive, Ste. 106 (Waverly)	✓	

C. Legislative / Chronological History

On July 28th the Administration and Finance committee recommended approval of a Design/Build delivery method for the Magistrate facilities. At the July 28th Special Called Council meeting, Council accepted this recommendation and approved the use of Design/Build for these projects.

D. Financial Impact

The purchase price based on the executed purchase agreement for 144 O’Neil Ct is \$410,000. A renovation estimate has been completed on the facility, which the anticipated cost for this renovation can be seen in the following table. The total funds requested for both purchase and renovation of the 144 O’Neil Ct property is \$757,000. Funds for purchase and renovation of this facility are already allocated through the Magistrate bond.

144 O'Neal Court Property	
Total Facility SF	7865
Hard Costs	
Demolition ¹	\$ 60,000
New Parking	\$ 30,000
ADA Assesibility	\$ 20,000
Sprinkler System ²	\$ 30,000
Spray Insulation	\$ 16,000
Fire Alarm System	\$ 8,000
Restroom Sinks/Plumbing	\$ 20,000
Facility Lighting	\$ 18,000
Interior Painting	\$ 8,000
Windows ³	\$ 6,000
Carpet	\$ 10,000
New Millwork	\$ 10,000
IT Cable Tray/Wiring	\$ 8,000
Hard Costs Total	\$ 244,000
Soft Costs	
Engineering/Design	\$ 25,000
Environmental Assessment	\$ 8,000
Roof Assessment ⁴	\$ 10,000
FFE ⁵	\$ 20,000
Contingency	\$ 40,000
Soft Costs Subtotal	\$ 103,000
Total Renovation Estimate ⁶	\$ 347,000

E. Alternatives

1. Approve the request to authorize the purchase of the property located at 144 O’Neil Ct with the funds needed for the design and renovation, which totals \$757,000.
2. Do not approve the request to authorize the purchase of the properties and risk losing this property.

F. Recommendation

It is recommended that Council approve the request to purchase 144 O’Neil Ct.

Recommended by: Donald J. Simons

Department: Chief Magistrate

Date: April 7, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on funds have been included in the bond issue as stated. Approximately \$100k additional funds are included in the FY17 recommendation for building maintenance and upkeep. If any additional operating costs will be required due to the relocation of the office, the County will need to determine how those costs will be absorbed.

Procurement

Reviewed by: Christy Swofford

Date: 5-11-16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Procurement does not have an opinion on the purchase of property however will be involved in any renovations that may be necessary

Capital Projects

Reviewed by: Chad Fosnight

Date: 5/12/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of purchase and renovation costs.

Legal

Reviewed by: Elizabeth McLean

Date: 5/17/16

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Kevin Bronson

Date: 5/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



Richland County Council Request of Action

Subject:

Extension of the Fuelman Fleet Fuel Purchase Card Contract

Richland County Council Request of Action

Subject: Extension of the Fuelman Fleet Fuel Purchase Card Contract

A. Purpose

County Council is requested to authorize Procurement to extend the Fuelman Fleet Fuel Purchase Card contract for five years, with annual reviews.

B. Background / Discussion

Richland County first contracted with and began using the Fuelman Fleet Fuel Purchase Card program in February 1997. Although initially used exclusively by the RCSD, the program is now used by eleven different departments for the purchase of fuel at a discounted rate. Fuelman has 105 participating retail locations in Richland County alone, over twenty more than any similar fuel service provider. There are over 1,000 Fuelman locations throughout the state. Additionally, about 66% of the County locations have twenty-four hour access. This is especially critical to the Sheriff and Coroner's departments, which have 24 hour operational responsibilities throughout the County. Currently, there are 732 individual County fleet vehicles with Fuelman cards assigned to them, and 91% belong to the Richland County Sheriff's Department and the Coroner's Office.

In the calendar year March 1, 2015 to February 29, 2016, the County purchased 694,998 gallons of unleaded fuel through the Fuelman program. The total gallons bought through Fuelman accounts for almost 80% of the entire amount of unleaded gallons purchased by the County in the course of the year. The Sheriff's Department alone was responsible for 650,296 gallons, while the Coroner's Office purchased 21,772 gallons.

The price for fuel under the program is calculated based on the fuel terminal wholesale price, calculated on a daily basis by the Oil Price Information Service (OPIS). As a result, the use of the Fuelman card resulted in a savings to the County of \$27,745.50 last year, compared to the same retail price.

Fuelman is also responsible for managing the County's Federal Excise Tax exemption on fuel purchased in their program. As a government entity, Richland County is exempt from the FET on fuel, which is currently .183 cents per gallon. Normally the County would be responsible for monitoring all the transactions for the FET tax and applying to the Federal government for reimbursement. However, under the contract, Fuelman administers the FET exemption program on our behalf, eliminating the need for the County to manage it, and further reducing the price of fuel at the pump by the cost of the tax.

We are currently working under an extension to the Fuelman contract to continue the service at the current pricing structure. The total amount paid for fuel under the contract, from March 2015 through February 2016, was \$1,295,833.85, which is included in the County's annual fuel budget. County Council is being requested to authorize Procurement to extend the Fuelman contract for five years, with annual reviews. This will allow for an uninterrupted continuation of a critical service to the County, with no disruption in the fueling requirements of the affected departments, particularly the RCSD and Coroner's Office.

C. Legislative / Chronological History

This is a staff initiated request. Therefore, there is no legislative history.

Richland County has used the Fuelman Fleet Fuel Purchase Card program since February 1997.

D. Financial Impact

The Fuelman Fleet Fuel Purchase Card contract is included as a portion of the annual County fuel budget. Therefore, there are no additional funds requested with this item.

E. Alternatives

1. Approve the request to allow Procurement to extend the Fuelman contract for five years, including annual reviews. This will permit the continuation of the program with no interruption of the current service levels.
2. Do not approve the request to allow Procurement to extend the Fuelman contract for five years, with annual reviews. Procurement will be required to initiate a bid process to provide the critical fueling service. It may also entail some reduction in the availability of fuel to the County departments, as no other provider has as many retail locations. There may also be some service disruptions due to the difficulties of changing such a large number of units to another program. This alternative is not recommended.

F. Recommendation

It is recommended that Council approve the request to allow Procurement to extend the Fuelman contract for five years, with annual reviews.

Recommended by: Bill Peters, Deputy Director (Interim)
 Department: Support Services
 Date: May 5, 2016

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/10/16
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Funding is included annually in the department appropriations based on historical usage and Council approval.

Procurement

Reviewed by: Christy Swofford Date: 5-10-16
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Coroner

Reviewed by: Gary Watts

Date: 5/10/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Sheriff

Reviewed by: Chris Cowan

Date: 5/10/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Due to Fuelman’s proven ability to provide 24 hour fueling locations (located across Richland County in the communities we serve), at low cost, it is The Sheriff’s Department request that the contracting services to provide fuel to the Sheriff’s Department’s fleet not be changed. In addition, Fuelman provides easily accessible locations to units that may travel outside Richland County in their official capacity (examples: the Fugitive Team or the Warrant Division). Changing current vendor for fueling our fleet would represent a significant disruption in normal fueling operations. Fleetcor (Fuelman) represents the largest number of fueling locations currently available. Reducing the available locations will result in our officers having to travel outside their normal areas of patrol, possibly causing degradation in response times, as well as lowered visibility in patrol areas.

Legal

Reviewed by: Elizabeth McLean

Date: 5/13/16

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: May 13, 2016

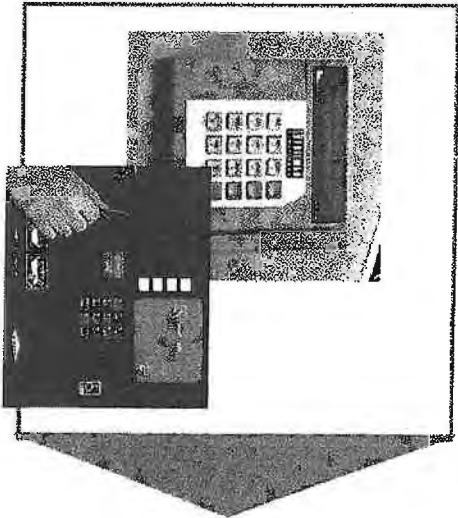
Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Because of the operational and financial benefits outlined in this document, it is recommended that Council approve the request to extend the Fuelman contract for five years with annual reviews.

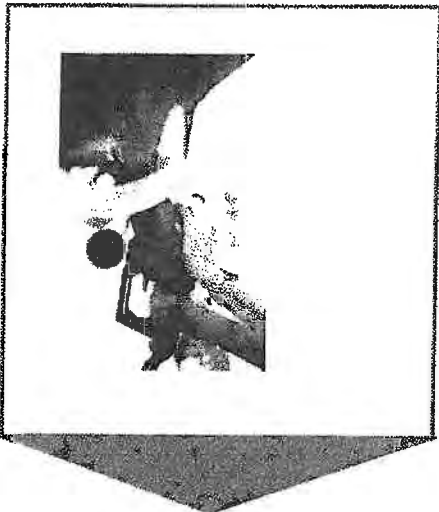
Fuelman Fleet Card Overview

100% proprietary, real-time network makes it the most secure fleet card on the market...



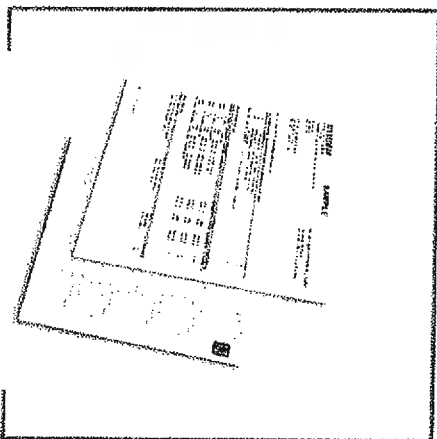
Inside or Pay-at-Pump

- ✓ Vehicle Card Validation
- ✓ Driver ID/PIN Validation
- ✓ Odometer Input Required
- ✓ 100% Level 3 Data Capture



POS Restrictions

- ✓ Fuel Grade (Inside)
- ✓ Gallons (Inside)
- ✓ Tank Dollars* (Pay@Pump)



Reporting & On-line Access

- ✓ Fleet Management Reporting
- ✓ Real-Time eMail Exceptions
- ✓ 100% Level 3 Reporting
- ✓ 24x365 Online Access

* Tank Dollars = The card's Tank Limit (gallons) is converted to a dollar limit in the pay-at-pump environment. This is a unique Fuelman control that turns the pump off at a calculated dollar limit.

4/11/2016

1



Fuelman

WWW.FUELMAN.COM

Review of Security Features and Components

- Card / Driver ID Validation.** Requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked Driver ID (PIN) which provides built in security in the system. If a card becomes lost or stolen it cannot be used without a valid Driver ID providing built-in security.
- Odometer Entry Prompted For All Transactions – All Fuelman transactions prompt the Cardholder for an Odometer entry. This allows the Customer to easily track when the entry is out of order in our Fleet Management Reporting and Exceptions Reporting. Errant odometers are the most frequent alert for fraudulent activity.**
- Driver ID Security – Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card. Do not attach or write ID numbers directly on the cards or card sleeves. Just like debit cards, if the card is stolen, the Driver ID can be used quickly to make fraudulent purchases so it should never be kept with the card.**
- Locking Inactive or Lost/Stolen cards – Customers can deactivate cards or Driver IDs at the moment any suspicious activity is identified. This will cease future purchases from occurring with the card or Driver ID.**
- Purchase Controls.** Fuelman provides outstanding purchases controls which are described in more detail on the next screens. Briefly, these include:
 - Gallon Limits (Tank, Daily, Weekly)
 - Velocity Limits (Trans/Day)
 - Non-Fuel Dollar Limits (Weekly)
 - Product Grade/Group Restrictions
 - Day of Week / Time of Day Restrictions
 - Expected MPG or Range Restrictions
- Exception Reporting.** Fuelman provides exception reporting via flags on the weekly Fleet Management Report and Exception Download Reporting from FleetNet (described in more detail in later slides)
- Exception alerts – Besides reviewing the weekly Fleet Management Reports or optional monthly Vehicle Management Reports for exceptions, Customers can receive Exception Alerts via email the moment an exception occurs. Exceptions include odometer entry errors and other purchase control Report violations.**



City	State	Zip	Store Name	Brand	Address	Hwy	Exit	24Hr	18-Mth	Gas	Diesel	BioDiesel	E85	Maint	P@P	Phone	Site #
BLAENTINE	SC	29002	PITT STOP #14	Exxon	1340 DUTCH FORK RD			Y	Y	Y	Y	Y	Y	Y	Y	803-732-4882	874527
BLAENTINE	SC	29016-9007	PITT STOP #03	Shell	10328 WILSON BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-754-5359	874501
COLUMBIA	SC	29206	SPINX 149	Shell	1619 DECKER BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-782-4151	861944
COLUMBIA	SC	29206-3501	KANGAROO EXPRESS #497	BP	2265 DECKER BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-788-7334	847007
COLUMBIA	SC	29223-3784	PANTRY EXPRESS #600	Shell	1909 PERCIVAL RD			Y	Y	Y	Y	Y	Y	Y	Y	803-786-7147	881452
COLUMBIA	SC	29206-5419	KANGAROO EXPRESS 3486	BP	5425 FOREST DR			Y	Y	Y	Y	Y	Y	Y	Y	803-790-2655	846890
COLUMBIA	SC	29206-4922	CORNER PANTRY #105	Shell	6413 FOREST DR			Y	Y	Y	Y	Y	Y	Y	Y	803-787-3464	824050
COLUMBIA	SC	29206-4814	PITT STOP #40	Shell	4800 FOREST DR			Y	Y	Y	Y	Y	Y	Y	Y	803-782-0179	874516
COLUMBIA	SC	29206-3109	CIRCLE K #5135	Circle K	4760 FOREST DR			Y	Y	Y	Y	Y	Y	Y	Y	803-782-9958	935098
COLUMBIA	SC	29223-7622	CORNER PANTRY #120	Shell	7444 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-865-5144	939272
COLUMBIA	SC	29206-1204	KANGAROO EXPRESS #470	BP	4400 BETHEL CHURCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-787-2562	844042
COLUMBIA	SC	29223-7617	KANGAROO EXPRESS #0470	Shell	5102 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-741-0000	880761
COLUMBIA	SC	29204	KANGAROO EXPRESS #06	Shell	7441 PARKLANE RD			Y	Y	Y	Y	Y	Y	Y	Y	803-741-0000	880761
COLUMBIA	SC	29223-6558	KANGAROO EXPRESS 3215	Marathon	5102 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-754-5464	324751
COLUMBIA	SC	29206	CORNER PANTRY #435	Kangaroo	8200 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-788-8255	887292
COLUMBIA	SC	29204-4029	CORNER PANTRY #136	BP	1608 BELLTINE BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-798-8770	965966
COLUMBIA	SC	29223-6562	CIRCLE K #5132	Shell	3430 FOREST DR			Y	Y	Y	Y	Y	Y	Y	Y	803-788-9034	888722
COLUMBIA	SC	29204-2711	CORNER PANTRY #139	Shell	3117 N BELTLINE BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-748-7612	882657
COLUMBIA	SC	29203	COLUMBIA TRAVEL CENTER	Circle K	7919 PARKLANE RD			Y	Y	Y	Y	Y	Y	Y	Y	803-741-0424	925122
COLUMBIA	SC	29204	LIL CRICKET #847	Unbranded	7400 WILSON BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-786-7880	440785
COLUMBIA	SC	29203-9109	PANTRY EXPRESS #617	Shell	2538-41 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-252-3759	742480
COLUMBIA	SC	29203-3854	PANTRY EXPRESS #643	Shell	8550 FARROW RD			Y	Y	Y	Y	Y	Y	Y	Y	803-419-0007	967416
COLUMBIA	SC	29205-9612	PITT STOP #30	Shell	6630 N MAIN ST			Y	Y	Y	Y	Y	Y	Y	Y	803-785-0115	912273
COLUMBIA	SC	29209-1004	PANTRY EXPRESS #605	Shell	4452 DEVINE ST			Y	Y	Y	Y	Y	Y	Y	Y	803-790-7922	874518
COLUMBIA	SC	29223-4422	POLO MARKET	Shell	4805 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-738-0198	995472
COLUMBIA	SC	29223-6559	S-MART #105 (ALPINE RD BP)	Unbranded	841 POLO RD			Y	Y	Y	Y	Y	Y	Y	Y	803-462-3333	197698
COLUMBIA	SC	29209-1353	CIRCLE K #5134	Circle K	8404 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-699-7401	324558
COLUMBIA	SC	29203	CORNER PANTRY #133	BP	6122 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-783-0083	925088
COLUMBIA	SC	29209-1603	CORNER PANTRY #126	Shell	8750 FARROW RD			Y	Y	Y	Y	Y	Y	Y	Y	803-865-9894	985864
COLUMBIA	SC	29205-9324	KANGAROO EXPRESS #053	Kangaroo	6524 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-776-9290	925155
COLUMBIA	SC	29203	ROBERTS AUTO	Unbranded	3800 ROSEWOOD DR			Y	Y	Y	Y	Y	Y	Y	Y	803-782-8412	887244
COLUMBIA	SC	29203-9773	CORNER PANTRY #114	Shell	4007 FARROW RD			Y	Y	Y	Y	Y	Y	Y	Y	803-786-3189	552116
COLUMBIA	SC	29209-3308	KANGAROO EXPRESS #022	BP	2927 DEVINE ST			Y	Y	Y	Y	Y	Y	Y	Y	803-884-4455	930562
COLUMBIA	SC	29203-3308	PANTRY PLUS	Exxon	3815 EESBURG RD			Y	Y	Y	Y	Y	Y	Y	Y	803-783-8450	837009
COLUMBIA	SC	29203	FLYING J #112	Exxon	5820 FAIRFIELD RD			Y	Y	Y	Y	Y	Y	Y	Y	803-708-3893	874533
COLUMBIA	SC	29209-4350	PITT STOP #29	Exxon	5904 FAIRFIELD RD			Y	Y	Y	Y	Y	Y	Y	Y	803-735-9008	207678
COLUMBIA	SC	29203	CIRCLE K #5133	Shell	4000 TROTTER RD			Y	Y	Y	Y	Y	Y	Y	Y	803-695-0914	874537
COLUMBIA	SC	29203-4580	PANTRY EXPRESS #550	Shell	2600 SUNSET BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-926-0972	935086
COLUMBIA	SC	29204-1804	CORNER PANTRY #150	Shell	4905 N MAIN ST			Y	Y	Y	Y	Y	Y	Y	Y	803-691-0022	981458
COLUMBIA	SC	29205-1001	CORNER PANTRY #118	Shell	2020 GERVAIS ST			Y	Y	Y	Y	Y	Y	Y	Y	803-948-6887	874534
COLUMBIA	SC	29203-9774	QUICK STOP	Exxon	831 HARDEN ST			Y	Y	Y	Y	Y	Y	Y	Y	803-808-6809	911091
COLUMBIA	SC	29209-2627	CORNER PANTRY #149	Exxon	9102 FARROW RD			Y	Y	Y	Y	Y	Y	Y	Y	803-736-4850	824078
COLUMBIA	SC	29223-4382	TOP NOTCH MART	Exxon	7527 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-647-9004	677545
COLUMBIA	SC	29203	SPEEDWAY 2946	Speedway	10018 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-786-2002	874531
COLUMBIA	SC	29201-1735	LIL CRICKET #918	Valero	3514 N MAIN ST			Y	Y	Y	Y	Y	Y	Y	Y	803-256-1081	333473
COLUMBIA	SC	29209-3957	KANGAROO EXPRESS 0489	Kangaroo	2715 MAIN ST			Y	Y	Y	Y	Y	Y	Y	Y	803-776-0008	742410
COLUMBIA	SC	29223	MURPHY USA #615	Marathon	7800 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-776-1320	987336
COLUMBIA	SC	29204	ONE STOP FOOD MART	Murphy	10058 TWO NOTCH RD			Y	Y	Y	Y	Y	Y	Y	Y	803-419-5695	644376
COLUMBIA	SC	29209-3957	CORNER PANTRY #113	Shell	5816 MONTICELLO RD			Y	Y	Y	Y	Y	Y	Y	Y	803-691-3009	915071
COLUMBIA	SC	29201-3980	CORNER PANTRY #106	Unbranded	7850 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-776-3615	925448
COLUMBIA	SC	29201-2089	KANGAROO EXPRESS 3465	Marathon	830 ASSEMBLY ST			Y	Y	Y	Y	Y	Y	Y	Y	803-799-8798	905500
COLUMBIA	SC	29209-4739	CIRCLE K # 5183	Circle K	927 ELMWOOD AVE			Y	Y	Y	Y	Y	Y	Y	Y	803-733-1404	676913
COLUMBIA	SC	29209-4739	PITT STOP #83	Shell	7901 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-783-7219	935104
COLUMBIA	SC	29201-4239	KANGAROO EXPRESS 0584	Kangaroo	7911 GARNERS FERRY RD			Y	Y	Y	Y	Y	Y	Y	Y	803-695-9594	874514
COLUMBIA	SC	29229-5543	CORNER PANTRY #110	Circle K	1200 WHALEY ST			Y	Y	Y	Y	Y	Y	Y	Y	803-252-4766	887973
COLUMBIA	SC	29201	PANTRY EXPRESS #640	Shell	91 CLEMSON RD			Y	Y	Y	Y	Y	Y	Y	Y	803-736-5366	935103
COLUMBIA	SC	29203-5109	PITT STOP #10	Circle K	201 ASSEMBLY ST			Y	Y	Y	Y	Y	Y	Y	Y	803-419-9050	919440
COLUMBIA	SC	29201-4825	FLEET EXPRESS	Shell	5901 MONTICELLO RD			Y	Y	Y	Y	Y	Y	Y	Y	803-252-9519	874022
COLUMBIA	SC			Unbranded	1001 BLENDEWIDE BLVD			Y	Y	Y	Y	Y	Y	Y	Y	803-754-4125	874505

RICHLAND COUNTY BG 147509

Richland County Fuel Savings - 03/15-02/16

March 1, 2015 Through February 29, 2016

SAVING CUSTOMER	TRX MONTH												Grand Total
	MAR-15	APR-15	MAY-15	JUN-15	JUL-15	AUG-15	SEP-15	OCT-15	NOV-15	DEC-15	JAN-16	FEB-16	
FIFTH CIRCUIT SOLICITORS OFF	\$-28.97	\$6.20	-\$5.37	-\$35.98	-\$75.45	-\$74.76	-\$11.94	-\$47.08	-\$47.77	-\$21.15	-\$88.35	-\$60.28	-\$490.89
RICHLAND CO PLAN MNTG													
RICHLAND CO SLBE		\$0.59	\$0.76	-\$0.94	-\$2.50				-\$0.26		-\$3.79	-\$2.53	-\$3.79
RICHLAND COUNTY ADMINISTRATION	\$3.24	\$9.10	\$2.92	-\$2.40	-\$15.57	-\$15.93	-\$2.15	\$8.77	-\$11.75	\$5.81	-\$4.31	-\$7.12	-\$4.88
RICHLAND COUNTY BLDG INSPECTIO	-\$1.98	\$1.63	\$1.18	\$6.04	-\$7.03	-\$2.72	\$0.01	-\$0.03	-\$6.71	-\$1.72	-\$1.77	-\$7.86	-\$29.40
RICHLAND COUNTY BUSINESS SVC					\$0.03								-\$20.95
RICHLAND COUNTY CORONER OFFICE	-\$6.09	\$70.86	-\$27.43	-\$5.98	-\$109.10	-\$141.04	-\$31.37	-\$85.27	-\$86.96	-\$24.47	-\$170.28	-\$169.12	-\$786.23
RICHLAND COUNTY DETENTION CTR	\$17.37	\$45.78	-\$0.58	-\$1.32	-\$75.64	-\$80.95	-\$7.27	-\$31.79	-\$55.76	-\$18.82	-\$44.29	-\$55.34	-\$308.62
RICHLAND COUNTY SHERIFFS DEPT	-\$209.80	\$1,313.21	-\$94.54	-\$799.20	-\$4,583.81	-\$5,113.05	-\$1,067.91	-\$2,469.17	-\$4,071.17	-\$599.65	-\$4,305.32	-\$4,097.11	-\$26,097.51
RICHLAND COUNTY TAX ASSESSORS	\$1.76	\$5.11	\$1.43	\$2.79	-\$0.32	\$1.51	\$0.42	\$0.30		-\$0.54			-\$6.33
RICHLAND COUNTY UTILITIES	\$0.40	-\$0.51	-\$2.06	-\$1.60	\$1.04			\$0.06	\$4.89		-\$4.10	-\$7.52	\$6.13
TOTAL SAVINGS	\$-224.07	\$1,451.98	\$124.68	-\$38.53	-\$4,588.56	-\$5,126.97	-\$1,120.21	-\$2,621.21	-\$3,275.19	-\$660.55	-\$4,672.20	-\$4,118.78	-\$27,745.59

Richland County Council Request of Action

Subject:

Lower Richland Sanitary Sewer Service Project Land Acquisition/Purchase [EXECUTIVE SESSION]

Richland County Council Request of Action

Subject:

Council Motion Regarding the Development of a Business License Ordinance for Hospice Agencies

Notes:

At the April 19, 2016 Council meeting, Mr. Pearce brought forth the following motion:

“The Coroner is reporting a large increase in the number of Hospice agency clients that pass away without funeral arrangements resulting in the County having to bear the expense of disposition of the individual's remains. To combat this problem, the Coroner is requesting that Council consider an Ordinance possibly directed toward Hospice agency business licenses that would require some type of escrow account for use at the time of the clients death. This Motion is for the County Administrator to determine which departments, working with the Coroner, need to craft such an Ordinance and initiate necessary activity to bring an Ordinance back to Council for consideration”

Staff is working to develop potential alternatives relative to this motion. Once staff review is complete, staff will bring this item back to the Committee for their consideration.

Richland County Council Request of Action

Subject:

Council Motion Regarding Transportation Penny Funds and the SLBE Office

Notes:

At the May 3, 2016 Council meeting, Mr. Jackson brought forth the following motion:

“I move that administration put an immediate freeze on all the funding available for the penny tax program on all invoices that have not been paid. Only funding for operations for staff should be used. The SLBE office at this point should be fully staffed and be ready for full operation to ensure compliance from the PDT and any other company doing business under the program. All contracts pertaining to the Penny Tax Program should be frozen immediately. Failure from staff to carry out council's directive on hiring qualified staff immediately should be terminated. Note: Richland County cannot continue to run a penny tax program without an office fully staffed with the professionals needed to ensure compliance. Council did give staff directive to fully staff that office and so far staff has refused to carry out council's wishes.”

Staff is reviewing this motion. Once staff review is complete, staff will bring this item to the Committee for their consideration.

Richland County Council Request of Action

Subject:

Changes to Policy on Requiring Employees to Sign Documents

Notes:

This item was deferred at the February A&F meeting for additional information from County Staff. Staff will bring this item back to the Committee for review and action once the additional research on this item has been completed.

Richland County Council Request of Action

Subject:

Motion to Expand Staff Recruitment Efforts

Notes:

At the February 9, 2016 Council meeting, the following motion was brought forth.

“Have Human Resources expand recruitment efforts to encompass diverse agencies/organizations, such as the National Association of Multicultural Engineering, in order to reach out to a larger and more diverse applicant pool [MALINOWSKI]”

Staff is working to move forward with abovementioned motion. Staff will bring this item to the Committee for their consideration at a future Committee meeting.