



## Administration and Finance Committee

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

June 28, 2016 - 6:00 PM

2020 Hampton St.

### **Call to Order**

### **Approval of Minutes**

- 1 Administration and Finance Committee Meeting: May 24th, 2016 [PAGES 4 - 6]

### **Approval of Agenda**

### **Items for Action**

- 2 Emergency Services: Equipment Purchases for Remounting Ambulances, Stretcher & EKG Upgrades [PAGES 7 - 12]
- 3 Council Motion Regarding the Development of a Business License Ordinance for Hospice Agencies [PAGES 13 - 19]

- 4 Community Development: Approval of FY 16-17 Budgets within the FY 16-17 Annual Action for Community Development Department Federal Funds [PAGES 20 - 23]
- 5 Community Development: Allocation of HOME funds to the Columbia Housing Authority [PAGES 24 - 31]
- 6 Support Services: Guidance for Maintenance of Non-County Owned Property between the Administration Facility and Hampton & Harden Streets [PAGES 32 - 41]
- 7 Finance Department: Approval of Council Donations [PAGE 42 - 44]
- 8 Solid Waste: Potential Property Sale - Executive Session [PAGE 45]
- 9 Conservation Department: RCCC purchase of Upper Mill Creek Tract [PAGES 46-68]

**Items Pending Analysis: No Action Required**

- 10 Council Motion Regarding Transportation Penny Funds [PAGE 69]
- 11 Changes to Policy on Requiring Employees to Sign Documents [PAGE 70]
- 12 Motion to Expand Staff Recruitment Efforts [PAGE 71]

**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

May 24, 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: April 26, 2016** – Ms. Dickerson moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

Mr. Pearce stated Item #3: “Conservation Department – CCC purchase of Upper Mill Creek” needs to be removed from the agenda.

The agenda was unanimously adopted as amended.

#### ITEMS FOR ACTION

**Removal of Lien off of Property** – Mr. McDonald stated this item is a request from the Eau Claire Development Corporation that is purchasing property for redevelopment. The property in question has a County lien in the amount of \$30,600. The lien was placed on the property when a building on the property was demolished through the “Unsafe Housing Program”. The request is to have the County waive the lien. Staff’s recommendation is to not waive the lien and have clearing of the lien be handled through the sale of property.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to not approve to have Richland County remove the lien off of the property located at 3819 Farrow Road. The vote in favor was unanimous.

**Emergency Services Department – Fire Skid Units Purchase** – Mr. McDonald stated the recommendation to move forward with the purchase. The purchase is budgeted in the Emergency Services budget; therefore, no additional funding is required.

There were two (2) bids low bids received for the same amount of \$176,400. Staff is recommending Anderson Fire and Safety because they are located in South Carolina.



#### 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  
Norman Jackson  
Torrey Rush  
Tony McDonald  
Kevin Bronson  
Warren Harley  
Brandon Madden  
Michelle Onley  
Larry Smith  
Roxanne Ancheta  
Daniel Driggers  
Kim Roberts  
Quinton Epps  
Nancy Stone-Collum  
Donny Phipps  
Kecia Lara



**Administration & Finance Committee**

**Tuesday, May 24, 2016**

**Page Two**

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to award the bid for the purchase of 12 skid pump/tank units to the South Carolina company, Anderson Fire and Safety.

Mr. Malinowski inquired as to where Anderson Fire and Safety is located.

Mr. Bronson stated they are located in Anderson, South Carolina.

Mr. David Bagwell stated the units are all inclusive and slide or 'skid' into the beds of the trucks.

The vote in favor was unanimous.

**Magistrates: Authorization to Purchase for 144 O'Neil Ct.** – Mr. McDonald stated this is the Dentsville Magistrate office that was previously located at the Decker Center and temporarily located at Huger Street. There are bond funds available for the purchase; therefore, no additional funding is needed.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the request to authorize the purchase of the property located at 144 O'Neil Court with the funds needed for the design and renovation, which totals \$757,000.

Mr. Jackson inquired if the building is to be demolished or renovated.

Mr. Fosnight stated there is a portion of the building that needs to be demolished to allow access to the rear of the facility.

Mr. Manning made a substitute motion to defer this item.

The motion died for lack of a second.

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

**Extension of the Fuelman Fleet Fuel Purchase Card Contract** – Mr. McDonald stated Fuelman is a company that provides offsite fuel services as various locations to provide bulk rates to agencies. The primary user of the Fuelman purchase card is the Sheriff's Department. The County has contracted with Fuelman for several years and the request for the County to renew the contract annually for up to 5 years.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to 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.

Mr. Malinowski inquired if it is mandatory for County vehicles to first try to utilize a Fuelman contracted service station.

Major Cowan stated the Sheriff's Department only utilizes Fuelman sites.

The vote in favor was unanimous.

**Lower Richland Sanitary Sewer Service Project Land Acquisition/Purchase [EXECUTIVE SESSION]** – Mr. Pearce stated staff has requested to forward this item to Council without a recommendation to allow full Council to receive the briefing on the matter in Executive Session.

Ms. Dickerson moved, seconded by Mr. Pearce, to forward this item to Council without a recommendation. The vote was in favor.

Mr. Manning inquired why place an item on the committee agenda that will require Executive Session if the committee is not going to take it up.

Mr. McDonald stated the committee(s) has indicated a preference not to take up Executive Session items at the committee level, but the items are placed on the committee agenda if the committee so chooses to take up the item at the committee level.

Ms. Dickerson inquired how this item came to be placed on the agenda.

Mr. McDonald stated this item was staff initiated.

#### **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

**Council Motion Regarding the Development of a Business License Ordinance for Hospice Agencies** – This item was held in committee.

**Council Motion Regarding Transportation Penny Funds and the SLBE Office** – This item was held in committee.

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

**Motion to Expand Staff Recruitment Efforts** – 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:**

Emergency Services: Equipment Purchases for Remounting Ambulances, Stretcher & EKG Upgrades

## **Richland County Council Request of Action**

**Subject:** Emergency Services: Equipment Purchases for Remounting Ambulances, Stretcher & EKG Upgrades

### **A. Purpose**

The purpose of this report is to obtain Council approval to award three (3) sole source purchases: (1) Remount ten ambulances (2) Purchase fourteen Stryker Stretchers and (3) Add Phillips Telemetry links to existing Phillips EKG monitors.

These are sole-source procurements and each exceeds \$100,000, with the purchases totaling \$1,258,015.20. Funding is available in the EMS capital bond account. No other funds are needed.

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

EMS (Emergency Services) has ambulances that have exceeded the end of their life cycle. Over sixteen years ago EMS began to replace ambulances using the same manufacturer to establish continuity and standardization in the fleet. Standardization provides benefits in parts acquisition, maintenance, service, training and familiarization of equipment locations for Paramedics. The ambulances we have are “modular” which means the large patient compartment can be removed from the chassis, refurbished and remounted on a new chassis. That saves about \$30,000 per ambulance. The EMS ambulance fleet is manufactured by Taylor Made Ambulances. Sending the old ambulances back to the Taylor Made factory for remounting will insure the vehicles are returned to “new” condition with a new warranty.

EMS uses Stryker stretchers to move and transport patients in all of the ambulance vehicles. As the existing stretchers age (some are over 10 years old) they can no longer be repaired and must be replaced. We are beginning the process of replacing the stretchers and intend to replace some each year. Fourteen (14) Strykers will be replaced now with the remainder replaced over time. It is important to continue to use the same stretcher manufacturer because of continuity of operations for emergency workers and existing support hardware, stretcher mounting devices and small replacement parts are the same resulting in an overall decrease in replacement costs.

EMS currently transmits patient EKG telemetry to hospital emergency departments using stand-alone third party devices and technology that is over 10 years old. The older devices and technology create numerous challenges for field use. At the time EMS began transmitting EKG's to emergency department physicians, this was the only option available. The manufacturer of the existing EKG monitors that EMS uses (Phillips) now has technology available to integrate this function into the EKG monitor which results in a better, sharper and clearer EKG strip for the physician to see prior to the patient arriving in the emergency department. It is also quicker for the Paramedics to use in the field. The transmission of EKG's from the field to the receiving physician is essential in the treatment of heart and trauma patients when time is critical.

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

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

**D. Financial Impact**

The impact to the County is \$1,258,015.20.

Funding is available in EMS Bond account 1338995000 / 13380200.

No other funds are needed.

There is a significant cost savings for remounting an existing modular patient compartment on a new chassis. Also, there is a significant expense to continue to repair vehicles that are old and “out of contract.” “Out of contract” means that because of the age of the vehicle, it is no longer supported under the First Vehicles regular contract. Costs associated with repairs must be paid out of regular budget funds as the repairs are made. Removing ten vehicles that are “out of contract” will help contain increasing repair costs.

The remount cost per vehicle is as follows:

New Chassis and Remount/Refurbish (Tax Included)	\$ 88,440.00
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Cost for 10 Vehicles	\$ 884,400.00

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The cost breakdown for the Stryker Power-Pro XT Stretcher is as follows:

	\$ 18,037.60
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Cost for 14	\$ 252,526.40
Tax	20,202.11
-----	
Total	\$272,728.51

Includes seven (7) year warranty, Oxygen Tank Holder, Back Rest Pouch, Head End Storage Flat, Equipment Hook, and Replacement batteries

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The cost breakdown for the Phillips MRx Wireless EKG Link For EKG Monitors is as follows:

Cost for 49 units to include support system	\$ 93,413.60
Tax	7,473.09
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Total \$100,886.69

**E. Alternatives**

1. Approve the three (3) sole source purchases for the remounting of ten (10) ambulances, 14 Stryker Stretchers and adding Phillips Telemetry links to the existing Phillips EKG monitors in the amount of 1,258,015.20.
2. Do not approve the three (3) sole source purchases for the remounting of ten (10) ambulances, 14 Stryker Stretchers and adding Phillips Telemetry links to the existing Phillips EKG monitors in the amount of 1,258,015.20.
3. Approve a combination of the three (3) sole source purchases for the remounting of ten (10) ambulances, 14 Stryker Stretchers and / or adding Phillips Telemetry links to the existing Phillips EKG monitors.

**F. Recommendation**

It is recommended that Council approve the purchase to: Remount 10 ambulance vehicles from Taylor Made Ambulance Company for a cost of \$884,400, Purchase 14 Stryker Stretchers for \$272,728.51, Purchase EKG Telemetry System from Phillips for \$100,886.69 using funding from the EMS Bond account.

Recommended by: Michael A. Byrd  
Department: Emergency Services  
Date: 06-08-16

**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 Date: 6/15/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Funds are available as stated for EMS replacement vehicles/equipment.

**Procurement**

Reviewed by: Christy Swofford Date: 6/16/16  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 6/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, Procurement's needs to advise the County whether these items are appropriate for sole source purchases pursuant to the Richland County purchasing ordinance.

**Administration**

Reviewed by: Kevin Bronson

Date: 6/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Image of Stryker Power-Pro XT Stretcher





# Richland County Council Request of Action

**Subject:**

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

## Richland County Council Request of Action

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

### A. Purpose

Council is to consider a Council motion regarding the development of a business license ordinance for hospice agencies.

### B. Background / Discussion

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”

The BSC (Business Service Center) Director Pam Davis and the Coroner Gary Watts met on May 17, 2016 to discuss the Coroner’s needs that this business license ordinance is intended to address. The conclusion from this meeting is that the fundamental need is for more users of the Coroner’s Office services to pay for those services, to help fund the provision of services to those who are unable to pay for those services.

There are several different options to address this fundamental need. Because the Coroner’s Office jurisdiction is the geographic boundaries of Richland County, the most effective options will be those which impact the entire geographic area, rather than only the County’s unincorporated areas, as with the County’s business license ordinance.

Additionally, hospice companies in Richland County care for no more than 50% of people before they pass away, as discussed on the following pages. Therefore, any option considered to help fund post-mortem services for the indigent would be more effective if it is not limited to hospice companies.

The options described below are not exclusive and may be considered alone or in conjunction with other options.

**Option 1: Cremation Fee.** Several counties in South Carolina, including Richland County, charge a cremation fee for a body being cremated. We charge a \$20 fee to issue a permit to funeral crematories when a body is cremated. The Coroner’s office does not cremate bodies.

It is recommended that this fee be raised each year in relation to the Consumer Price Index (CPI), as directed by Council during the budget process, and doubled for non-resident cremations, to help fund indigent cremations. Currently, the permit fee is not automatically

adjusted in relation to the CPI. Greenville charges \$30 for a cremation permit. Charleston charges \$25 for a cremation permit. Lexington charges \$50 for the cremation permit. It is suggested that the County increase their permit fee to \$50, which will be automatically adjusted in relation to the CPI in future years.

Due to the great number of hospice companies in Richland County, the Coroner believes that many people outside of Richland County come into Richland County for this hospice care and then pass away within Richland County. (More information on hospice companies is provided on the following pages.)

Another aspect of this option is to allocate these funds from the cremation fee to be used solely for the purpose of indigent cremations, the very purpose of charging this fee. This strengthens the relationship between the source of the funds coming in and the purpose for which these funds were collected, i.e., to cover the associated costs of indigent cremations.

**Option 2: Autopsy Fee.** Autopsies are given at the discretion Coroner's office, which is based on the circumstances of the case. Richland County already charges an autopsy fee of \$500, for the autopsy report to non-law enforcement and non-family members. The Coroner does not charge a fee for performing the autopsy. However, the cost of an average autopsy in 2015 in Richland County was approximately \$3,000. It is recommended that this fee be raised each year in relation to the Consumer Price Index (CPI), as directed by Council during the budget process, and doubled for autopsies of non-residents, to help fund indigent autopsies.

Charleston County charges \$100 for the autopsy report if it is requested.

Lexington County charges \$150 for the autopsy report. However, their report is free for the family.

The County's cost is not adjusted in relation to CPI at this time.

Another aspect of this option is to allocate these funds from the autopsy fee to be used solely for the purpose of indigent autopsies, the very purpose of charging this fee. This strengthens the relationship between the source of the funds coming in and the purpose for which these funds were collected, i.e., to cover the associated costs of indigent autopsies.

**Option 3: Fees for Burial Permits.** Richland County Code Section 2-278 (a)(6) states that the coroner "shall issue a burial permit." It is recommended that this permit be issued, a fee be charged for that permit, and the fee increased each year in relation to the Consumer Price Index (CPI), as directed by Council during the budget process, and doubled for burials of non-residents to help fund indigent burials.

The Coroner's office does not charge a fee for the burial permit. If it is determined that the Coroner's office can charge a fee for a burial permit for each person buried, then a cost recommendation will be developed.

Another aspect of this option is to allocate these funds from the burial permits to be used solely for the purpose of indigent burials. This strengthens the relationship between the source of the

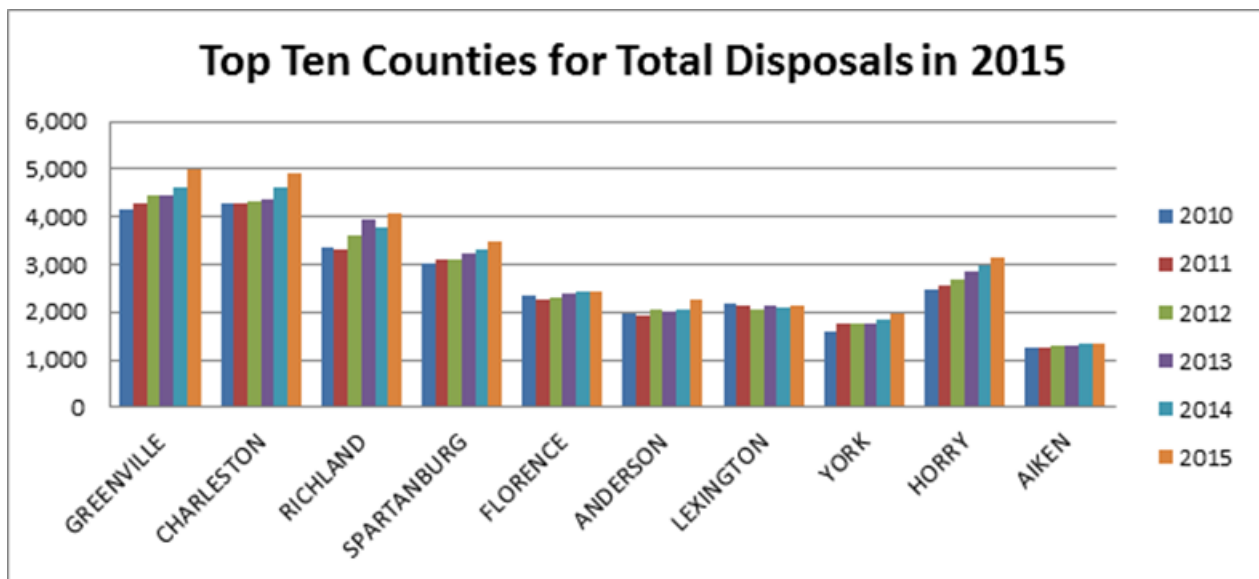
funds coming in and the purpose for which these funds were collected, i.e., to cover the associated costs of indigent burials.

### **The Incentive**

Charging or raising these fees for Coroner’s Office services will provide additional incentive to those using these services to find alternatives to using the Coroner’s Office as a standard method of body disposal. An example of finding ways to avoid these fees is for funeral homes to be selected and identified prior to a death. When a funeral home is selected in advance of a death, that funeral home is then responsible for transportation, cremation, and burial of the body – rather than the Coroner’s Office. This benefits those who would otherwise pay these costs. The Coroner’s Office would also benefit, as it would gain more funding as well as time to provide services to those who really need it.

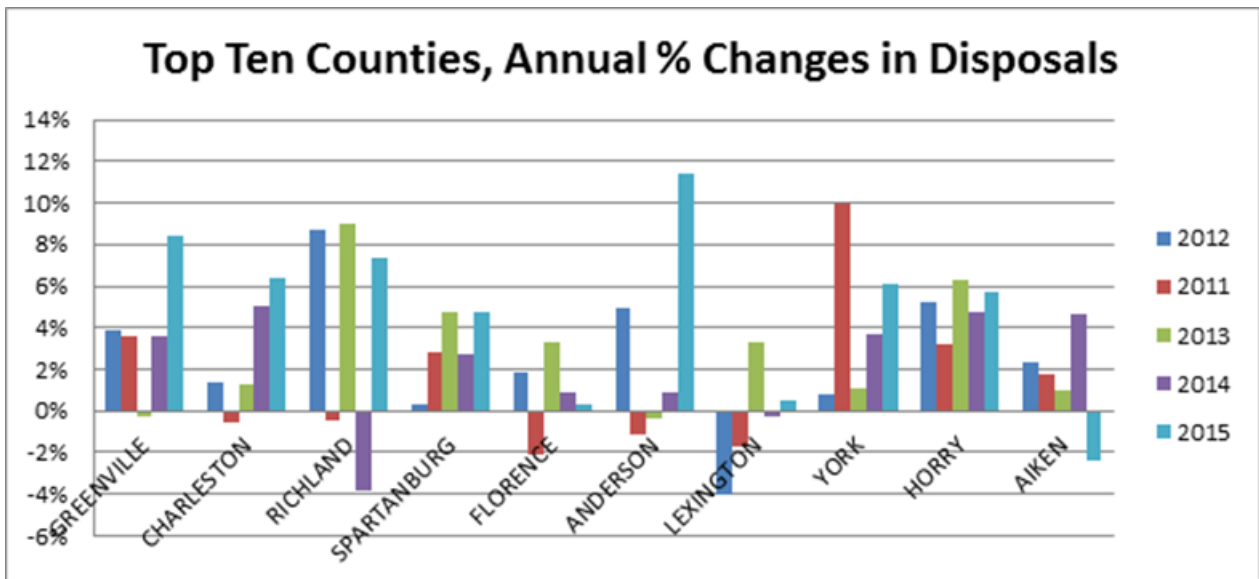
### **The Need**

The US Census estimates that roughly ten percent (10%) of people in South Carolina 65 years and over have income in the past twelve months which fell below the poverty level. Richland County, with a higher population, will have a higher population of this group of people. The facts bear this out: Richland County is third in the state, behind Greenville and Charleston Counties, for total number of body disposals in 2015. Greenville, Charleston and Lexington counties, as do most counties, utilize cremation and autopsy fees.



For Richland County with about 4,000 disposals in 2015, this would mean about 400 people who died in Richland County were indigent.

These numbers are trending upward across these counties, indicated by the annual change over time, as shown below:



**Hospice Care**

Home-health care, which includes hospice companies, is big business. Richland County itself has forty (40) businesses licensed as home-health care companies, along with eight (8) nursing care facilities. The total revenue generated in 2015 for these businesses was \$102.1 million.

DHEC, which licenses twenty-nine (29) hospice care companies throughout South Carolina, has eight (8) of them, or 28%, in Richland County alone.

Likewise, LLR shows twenty-six (26) licensed funeral homes in Richland County, eighteen (18) or 69% of which are in the City of Columbia.

For as large as this industry is, hospice companies care for only 45% - 50% of people who pass away. The Association for Home & Hospice Care of SC indicated that approximately 1,800 – 2,000 hospice patients are cared for in Richland County every year. Out of Richland County’s roughly 4,000 body disposals in 2015, then, only 45% - 50% of people used hospice care beforehand.

**C. Legislative / Chronological History**

- April 19, 2016 – motion brought forth by Mr. Pearce

**D. Financial Impact**

The financial impact to Richland County will depend upon what option, or options, are approved and to what levels. In order to offset some of the costs incurred by the Coroner’s Office, Council may consider directing the revenues associated with the fees back into the Coroner’s Office budget.

**E. Alternatives**

1. Approve none, or one or more, of the four options described above.

2. Approve whether none, or one or more, of the above mentioned fees are to be raised, and if so, to what level.
3. Approve whether none, or one or more, of the above mentioned fees are to be doubled for non-residents.
4. Approve whether none, or one or more, of the above mentioned fees are to be increased by the CPI as part of the annual budget process. At this time, the fees are not adjusted in relation to CPI.
5. Approve whether none, or one or more, of the above mentioned revenues are to be allocated specifically for the Coroner's Office services to be used solely for the purpose for which they were collected.

**F. Recommendation**

This is a policy decision of Council.

Recommended by: Greg Pearce  
 Department: County Council District 6  
 Date: April 19, 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: 6/15/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

Request is a policy decision for Council.

**Coroner**

Reviewed by: Gary Watts Date: 6/20/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Business Service Center**

Reviewed by: Pam Davis Date: 6/2/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: These are policy decisions subject to Council's discretion. I do recommend, however, that the business license ordinance not be amended to address funding services by the Coroner's Office for the indigent, as amending the business license ordinance will not resolve or mitigate this need.

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/23/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Whether to change the fees related to the Coroner's services are a policy decision left to Council's discretion; "the revenue derived from a service or user fee imposed to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the fee was paid." This office cannot, however, recommend an amendment to the business license ordinance as it relates to hospice care.

### **Administration**

Reviewed by: Kevin Bronson

Date: 6/23/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration supports the Coroner's efforts to find financial means to cover the disposition of unclaimed human remains through the increase in an existing fee such as the Cremation Fee or Autopsy Fee or the creation of a new Burial Permit Fee.

# Richland County Council Request of Action

**Subject:**

Community Development: Approval of FY 16-17 Budgets within the FY 16-17 Annual Action for Community Development Department Federal Funds



## Richland County Council Request of Action

Subject: Community Development: Approval of FY 16-17 Budgets within the  
FY 16-17 Annual Action for Community Development Department Federal Funds

### **A. Purpose**

County Council is requested to approve the itemized budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds for FY 16-17.

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

Each Fiscal Year, the Community Development Department is required to submit an action plan to HUD relative to their CDBG and HOME funds budgets.

These budgets are not allocating County general funds, but involve federal funds. The upcoming year's budget will be included in the proposed FY 16-17 Annual Action Plan which will be submitted to the US Department of HUD by August 14, 2016.

A public meeting will be advertised and held in July 2016. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend. The Annual Action Plan; however, does require Council action through an endorsement and/or approval of the plan.

Although this request is more of an internal mandate than a HUD requirement, Council approval of this request will strengthen the action plan and provide public support.

The CDBG and HOME budgets reflect FY 16-17 funds under the Annual Action Plan section. Given that the Action Plan is due to HUD by August 15, 2016, and no Council meetings are scheduled during that month, Council approval of this item is being requested at this time.

Community Development will supply a copy of the full action plan to Council upon HUD approval.

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

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

## D. Financial Impact

Please see the estimated draft budgets below for both CDBG and HOME funds:

<b>FY 16-17 CDBG Project</b>	<b>\$1,327,782.00</b> <b>Grant Total</b>
“Bricks & Mortar” Projects/Applications to County	\$205,165.00
Trinity/St. Lawrence Place (Homeless Shelter)	\$ 30,000.00
Hollywood Hills Project (Sewer continuation)	\$100,000.00
Comet/Central Midlands Transit (Bus Shelter)	\$ 16,000.00
CHA - Section 3 Job Development/Job Training Skills	\$ 25,000.00
HOME Project Delivery	\$ 80,000.00
Five Year Consolidated Plan	\$ 85,000.00
Shakespeare Crossing – Infrastructure	\$210,000.00
Olympia Museum – Phase II/III	\$ 25,000.00
United Way – Richland Restores	\$103,283.00
Dept. of Corrections/Men’s Re-entry Initiative	\$ 50,000.00
Contingency (10% of Grant for Unforeseen Costs)	\$132,778.00
Administration (not to exceed 20%)	\$265,556.00

<b>HOME Grant Award for FY 16-17</b>	<b>\$ 507,826.00</b> <b>Total Grant Amount</b>
CHDO Set Aside Programmatic and Operating Funds - Countywide	\$251,304.00
Housing Rehab Program (owner-occupied only) - Countywide	\$170,000.00
RCHAP (down payment assistance for 1 <sup>st</sup> time homebuyers) - Countywide	\$150,000.00
Administration (not exceed 10%)	\$ 50,782.00
<i>*HOME Match from County Funds</i>	\$ 114,260.00

\* The only financial impact to the County is the HOME match requirement. The amount of HOME Match is \$114,260 and is required from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

## E. Alternatives

1. Approve the FY 16-17 estimated budgets for CDBG and HOME to be found in the FY 16-17 Action Plan due to HUD by August 15, 2016. These funds are grant funds from the U.S. Department of HUD.

2. Do not approve the estimated FY 16-17 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

#### **F. Recommendation**

It is recommended by the Community Development Department that Council approve the FY 16-17 budgets for CDBG and HOME to be found in the FY 16-17 Action Plan due to HUD August 15, 2016.

Recommended by: Valeria Jackson  
Department: Community Development  
Date: 6/9/2016

#### **G. Reviews**

##### **Finance**

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

Date: 6/15/16  
 Recommend Council denial

##### **Grants**

Reviewed by: Natashia Dozier  
✓ Recommend Council approval  
Comments regarding recommendation:

Date:06/15/16  
 Recommend Council denial

##### **Legal**

Reviewed by: Elizabeth McLean  
 Recommend Council approval  
Comments regarding recommendation: Policy decision left to Council's discretion.

Date: 6/16/16  
 Recommend Council denial

##### **Administration**

Reviewed by: Warren Harley  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 6/16/16  
 Recommend Council denial

# Richland County Council Request of Action

**Subject:**

Community Development: Allocation of HOME funds to the Columbia Housing Authority

## Richland County Council Request of Action

**Subject:** Community Development: Allocation of HOME funds to the Columbia Housing Authority

### **A. Purpose**

County Council is requested to approve the allocation of HOME funds from the Community Development Department in the amount of \$200,000 to the Columbia Housing Authority (CHA) to construct up to 6 new scattered site homes just off the site of the Gonzales Gardens' footprint.

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

Richland County Community Development received a request (see attached letter) from the CHA to use current County HOME funds to construct up to 6 new scattered site homes.

The City of Columbia's Community Development Department funded the CHA through a low interest loan for this same purpose in the amount of \$643,000 (see attached letter).

If approved by Council, Community Development would provide the \$200,000 to CHA through low interest loan, similar to the City of Columbia.

The total cost for this project is \$1,543,488.00.

CHA's non-profit arm, Columbia Housing Authority Development Corporation (CHAD), will oversee the project. CHAD has been in existence for fifteen years and has worked in the past on property acquisition, rehab development and new construction of affordable housing.

These homes are a part of scattered-site plan to aid in addressing the Gonzales Gardens public homes demolition. Gonzales Gardens' current property had 274 families of which 110 families are remaining to be moved prior to demolition starting. CHA is completing this project with Neighborhood Choice grant. CHA's goal is to begin demolition this fall. This scattered site project reflects joint-venture, leveraging and regionalism.

CHAD intends to offer the homes for owner-occupied to families between 50-80% of Area Median Income. Mortgages for very low families will be made affordable for families with the CHA Housing Choice Homeownership Vouchers. Plans for the proposed units are for 3 and 4 bedroom single family housing.

The locations of the units are as follows:

- 1331, 2532 & 2508 Washington Street
- 1223, 1327 & 1515 Manning Avenue
- 1321, 1327 & 1329 McDuffie Ave
- 1326 & 1328 House Street

**C. Legislative / Chronological History**

- May 9, 2016 – CHA requests to apply for County HOME funds

**D. Financial Impact**

The funding for the project will come from federal HOME funds via the Community Development Department.

No County funds are associated with this request.

**E. Alternatives**

1. Approve the request to fund \$200,000 in HOME funds to CHA/CHAD to construct up to 6 homes as noted above.
2. Do not approve the request to fund \$200,000 in HOME funds to CHA/CHAD to construct up to 6 homes as noted above.

**F. Recommendation**

It is recommended that Council approve the request to fund \$200,000 in HOME funds to CHA/CHAD to construct up to 6 homes as noted above.

Recommended by: Valeria Jackson  
 Department: Community Development  
 Date: 6/9/16

**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: 6/15/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Grants**

Reviewed by: Natashia Dozier Date: 06/15/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 6/16/16  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: Policy decision left to Council’s discretion, as long as Community Development ensures that this request is an appropriate use of HOME funds.

**Administration**

Reviewed by: Warren Harley

Recommend Council approval

Comments regarding recommendation:

Date: 6/16/16

Recommend Council denial



# THE HOUSING AUTHORITY

of the City of Columbia, South Carolina  
1917 HARDEN STREET \* COLUMBIA, S.C. 29204 1015  
TELEPHONE (803) 254-3886  
TDD (803) 256-7762  
[www.chasc.org](http://www.chasc.org)

GRANTS AND  
COMMUNITY DEVELOPMENT  
2016 MAY 16 PM 4:59

May 9, 2016

Valeria Jackson  
Richland County Community Development  
2020 Hampton Street Suite 3063  
Columbia, SC 29204

Re: Letter of Intent

Dear Ms. Jackson:

Please accept this letter of intent of the Housing Authority of the City of Columbia, SC (CHA) to submit an application for \$200,000 in HOME Funds from Richland County.

Our intended use of the funds will be to construct new homes just off site of the Gonzales Gardens footprint as a jump start to the revitalization of the Gonzales area. We have acquired lots to construct 12 new single family affordable homes for prospective eligible homebuyers in the new development.

We appreciate your consideration this proposal to assist in the funding of new quality affordable housing in an area of Columbia/Richland County in dire need of revitalization.

For question regarding the logistics of the application, contact Julia Prater at (803) 254-3886 Ext. 204 or [jprater@chasc.org](mailto:jprater@chasc.org).

Sincerely,

Gilbert Walker  
Executive Director





## Commitment Letter

Date: April 7, 2016

Columbia Housing Authority Developments Inc.  
1917 Harden Street  
Columbia SC 29204

Project: East Central Scattered Infill Housing

Dear Mr. Gilbert Walker:

This letter is to advise you that your loan application to the City of Columbia HOME Investment Partnerships Program has been approved subject to the following terms:

Total Amount Awarded	<u>\$643,488.00</u>
Loan Amount	<u>\$643,488.00</u>
Interest Rate	<u>1.00%</u>
Amortization Term	<u>30 years (360 months)</u>
Payments	<u>\$2,069.71</u>

**Payments deferred with Zero (0%) interest for the first 12 months after project completion. Not to exceed twelve (12) months from date of signing of Owners Agreement with the City Of Columbia.**

This approval is subject to the following terms and conditions:

1. The following documentation is required prior to closing:
  - a. Corporate Authorization to Borrow authorizing appropriate officers to sign on behalf of the corporation.
  - b. Satisfactory abstract and title opinion
  - c. Satisfactory Lien Search
  - d. Owners Agreement between the City Of Columbia and Columbia Housing Authority Development
  - e. Verification of other funding necessary to complete the project.
  - f. Satisfactory Appraisal of the subject properties.
  
2. Execution of all required loan documents:
  - a. Opinion Letter from borrower's attorney
  - b. Promissory Note
  - c. Mortgage and Security Agreement
  - d. Loan Agreement
  - e. Survey

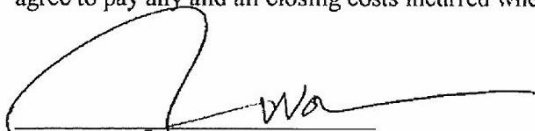
3. Closing costs expenses may be disbursed by the City Of Columbia, but will be deducted from the total amount awarded.
4. Proof of Adequate Insurance with City Of Columbia 1225 Lady Street Suite 102 Columbia SC 29201 listed as loss payee.

Please sign and return one copy of this letter indicating your acceptance of these terms and acknowledgement that you are responsible for any closing costs incurred whether the loan closes or is withdrawn.

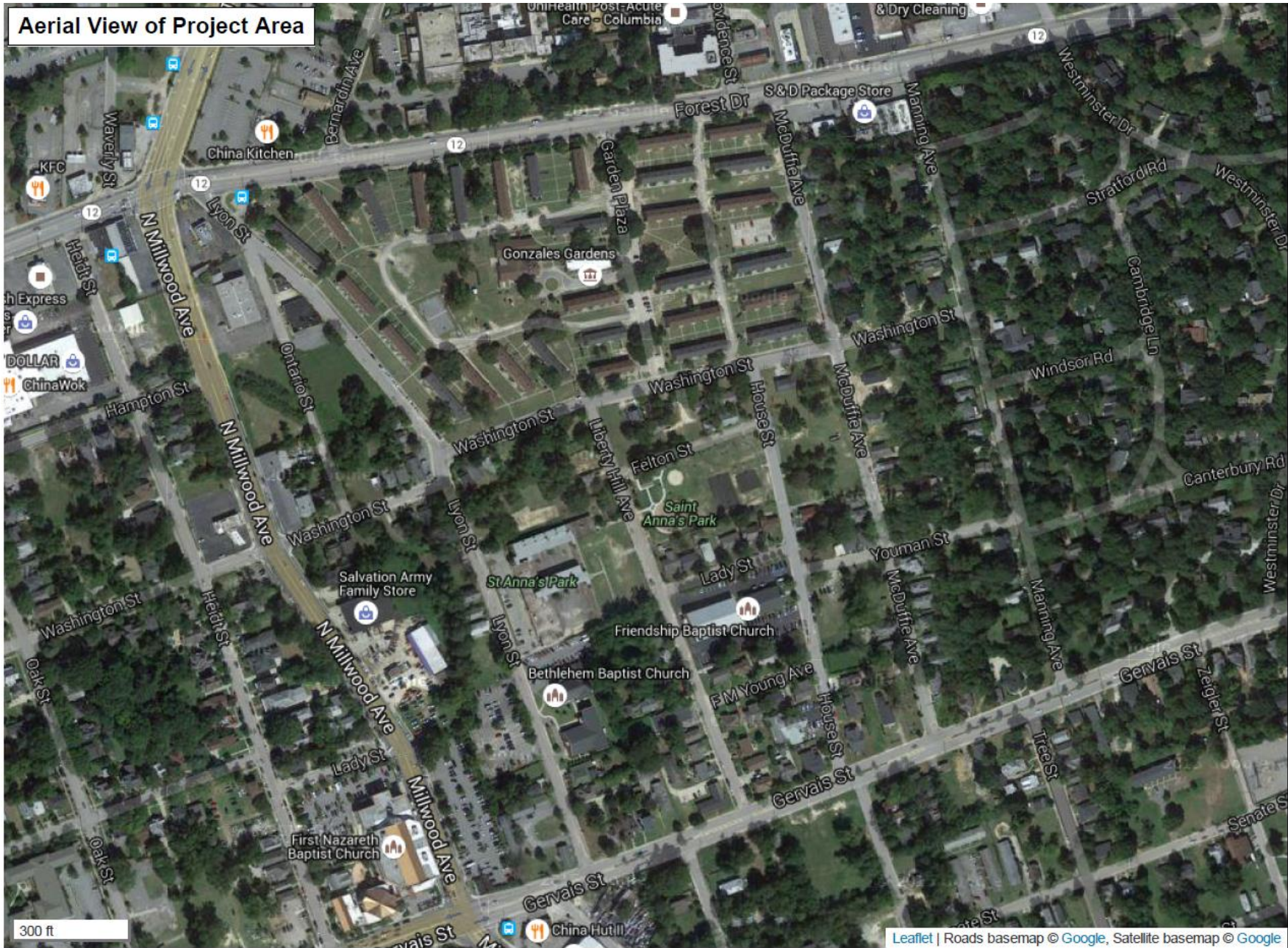
Sincerely,

***Deborah Livingston***  
Director, Community Development

I, Gilbert Walker, hereby agree to and accept the terms of this loan offered in this commitment letter and agree to pay any and all closing costs incurred whether the loan is closed or withdrawn.

  
(Gilbert Walker/Executive Director)

4-8-10  
(Date)



## Richland County Council Request of Action

**Subject:**

Support Services: Guidance for Maintenance of Non-County Owned Property between the Administration Facility and Hampton & Harden Streets



## **Richland County Council Request of Action**

**Subject:** Support Services: Guidance for Maintenance of Non-County Owned Property between the Administration Facility and Hampton & Harden Streets

### **A. Purpose**

County Council is requested to provide staff with direction relative to making improvements and engaging in perpetual maintenance to the grounds on the leading edge of the sidewalk and highway curbs along Hampton and Harden streets, and extending the entire block that encompasses the Administration Complex (please see the attached aerial map detailing this area) located at 2020 Hampton Street.

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

Recently, a citizen was injured on one of the steps of the brick pavers that connect the border sidewalk around the Administration Complex to the Hampton and Harden Streets curb. This incident resulted in a lawsuit against the County, Sayad vs. Richland County.

Sayad vs. Richland County was discussed during Executive Session at the November 17, 2015 Council meeting. Council directed staff to proceed as discussed in Executive Session.

Based on staff research, the property along the curbs of Hampton and Harden Streets is not owned by the County (please see the attached aerial photo depicting the County property line). There are no documents discovered to indicate any agreement, such as an easement from the City to the County, Right of Way (ROW) conveyance, Memorandum of Understanding (MOU), or an Intergovernmental Agreement (IGA).

Furthermore, there is no documentation indicating that the County has accepted any responsibility for this area which is outside of the County's property boundary.

The SC Department of Transportation (DOT) has documentation that indicates that their maintenance responsibilities end at the edge of the street curb.

Given that this property is not owned by the County, the Support Services Department does not have the authority to make repairs or improvements, nor are they funded to do so.

Please note that City Ordinance, Chapter 8, addresses city sidewalks and ROW's (see attached ordinance – Article VIII Sidewalk Maintenance). This ordinance states that the adjoining property owner is responsible for cleaning and ensuring an obstruction free area and typical grounds maintenance such as grass cutting. However, there are some concerns amongst staff relative to the legal basis for such a requirement.

The City has refused to repair, much less improve, the brick pavers (photo included). However, it has been determined and stated by the City that they perform all tree maintenance in this area. In recent years, they have removed dead/sick trees, and replanted what was removed along both Hampton and Harden streets. These actions indicate that the City accepts some level of responsibility for this area.

At this time, staff has taken the position to not make any repairs, improvements, or perform typical maintenance in this area until an understanding is achieved between the City and County through a formal agreement, or until direction is given by Council.

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

- November 17, 2015 - Council directed staff to proceed as discussed in Executive Session relative to the pending litigation of Sayad vs. Richland County.

The request for guidance is a Staff initiated request. Council direction will help guide future actions relative to this matter.

### **D. Financial Impact**

The financial impact of this request is contingent upon the direction given to staff by Council.

Below are the estimated costs of potential options:

1. The cost to maintain and potentially improve the area by repairing the brick pavers, installing a weed barrier (anti-growth matting) and new mulch, is estimated at **\$64,500**.

It should also be noted that the existing brick pavers contribute little to no positive effect on the pedestrian movement from the city owned parking on Hampton and Harden streets to the County facility. This is due to the sidewalks being located in the center of many parking spaces and not in-between spaces, i.e., the route (end of brick walkway) is blocked by the parked vehicle (please see attached photo). This photo also depicts the City owned and maintained parking meters within the area in question.

2. The cost to remove the brick pavers, minor grading, installation of anti-growth matting, and mulching of this area is estimated at **\$134,000**.
3. The cost to create designated walkways from the City parallel parking along Hampton and Harden streets, which should include the installation of an additional curbside sidewalk with connectors to the existing sidewalk is estimated at **\$253,000**.

Funding above the approved facility maintenance budget will need to be identified to complete any of the abovementioned tasks that Council determines to be appropriate for the County to undertake.

### **E. Alternatives**

1. Direct staff to determine the legal basis for the City ordinance noted in the discussion section, and subsequently negotiate a memorandum of understanding which includes the level of responsibility that Council is willing accept for this property. Staff recommends that this alternative include any short-term direction for aesthetic maintenance, such as noted in alternative #2.
2. Direct staff to maintain the aesthetics of the area that is not county owned property through such normal maintenance as debris removal, grass cutting, and weed removal, only. This will leave the brick pavers in a state of disrepair until such time the County has an

understanding with the City as to responsibility of this area. This action may indicate that the County is taking some ownership and liability.

3. Direct staff to maintain the area that is not county owned property and remove the current brick pavers, restore the area to a 100% mulched area not intended for any pedestrian traffic, leading from the City parking spaces to the Administration and Health Complex, normal grounds maintenance such as debris removal, grass cutting, and weed removal. This action may indicate that the County is taking some ownership and liability. This decision would require funding to be identified to cover the anticipated cost.
4. Direct staff to maintain the area that is not county owned property, remove current brick pavers, install new sidewalks to provide best possible access from the City street parking to the Administration and Health Complex and restore the remaining areas to mulched areas not intended for pedestrian traffic. Staff will complete normal grounds maintenance such as debris removal, grass cutting, and weed removal. This action may indicate that the County is taking some ownership and liability.
5. Direct staff to not make any repairs, improvements, or perform typical maintenance in this area.

**F. Recommendation**

It is recommended that Council approve alternative #1 and direct staff to determine the legal basis for the City ordinance noted in the discussion section, and afterwards, negotiate an understanding of responsibility with the City of Columbia based on Council direction that includes the level of responsibility that Council is willing accept. This alternative should also include any short-term direction for aesthetic maintenance

Recommended by: John Hixon  
Department: Support Services  
Date: 6/13/816

**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: 6/14/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Finance supports the Facility and Grounds Director recommendation of alternative one. As stated, if projects are approved, we would provide funding options based on the level of funding needed.

### **Risk Management**

Reviewed by: Brittney Hoyle

Date: 6/15/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

In addition to the lawsuit referenced above, this area is the subject of another recent claim against the County. Because we do not own the property in question, our liability analysis turns to maintenance responsibility. Accordingly, I support the recommendation of alternative one to determine and define responsibility.

### **Support Services**

Reviewed by: John Hixon

Date: 6/16/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Legal**

Reviewed by: Elizabeth McLean

Date: 6/23/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This property does not belong to the County. It is our understanding that this area is City property. Legal has already given its opinion on this issue and has nothing further to add. Policy decision left to Council's discretion.

### **Administration**

Reviewed by: Roxanne Ancheta

Date: June 23, 2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: If staff receives no direction on this matter, everything will remain as-is. This means that the steps of brick pavers will remain in disrepair, and roped off. Staff will continue to not make any improvements, or perform typical maintenance in this area.

Obviously, by allowing the brick pavers and this general area to remain in their current state of disrepair, we may continue to receive claims, as mentioned above by the Risk Manager. ("In addition to the lawsuit referenced above, this area is the subject of another recent claim against the County.")

Therefore, it is at this time that staff recommends alternative #1, which will determine and define responsibility.









Walk Way - Center  
of Parking Space

City Parking  
Meter



**Columbia, South Carolina, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 8 - ENVIRONMENTAL HEALTH AND SANITATION >> ARTICLE VIII. SIDEWALK MAINTENANCE >>**

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**ARTICLE VIII. SIDEWALK MAINTENANCE <sup>[8]</sup>**

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Sec. 8-331. Duties of property owners.

Sec. 8-332. Notice to correct conditions.

Sec. 8-333. Failure to comply with notice.

Sec. 8-334. Correction of conditions by city.

**Sec. 8-331. Duties of property owners.**

- (a) It shall be the duty of all owners of property in the city upon which sidewalks have been laid to keep such walkways clean and free from obstruction. Owners of property shall report defective conditions in sidewalks to the city manager or director of public services.
- (b) All persons who own real estate in the city which abuts upon any street right-of-way shall be required to keep that portion of the right-of-way which lies between the property line and the street side of the gutter of the adjoining street free from unsightly vegetation or other things which would mar or detract from the beauty and cleanliness of the street upon which their property abuts. Any owner of business or institutional property who shall place or allow grass to grow upon the portion of the right-of-way lying between the property line and the curblin of the street upon which his real estate abuts shall keep such grass properly mowed and free from rubbish of all kinds. If such owners are not in the possession of their property, then this section shall apply to their tenants or those who have possession or control of the property.

*(Code 1979, § 9-3030)*

**Sec. 8-332. Notice to correct conditions.**

Whenever the public services department of the city, or its duly authorized agent or representative, shall find that any property owner or other person with possession or control of property has failed to comply with the provisions of section 8-331, the public services department may serve upon the owner, lessee or occupant of the premises, or upon the agent or representative of the owner of such land having control thereof, notice to comply with the provisions of this article. It shall be sufficient notification to deliver the notice to the person to whom it is addressed, or to deposit a copy of such notice in the United States mail properly stamped and directed to the person to whom the notice is addressed, or to post a copy of the notice upon the premises subject to the notice.

*(Code 1979, § 9-3031)*

**Sec. 8-333. Failure to comply with notice.**

If the person to whom the notice is directed under the provisions of section 8-332 fails or neglects to correct, or cause to be corrected, the deficiencies identified in the notice within ten days after such notice has been served, or deposited in the United States mail, or posted upon the premises, such person shall be guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5.

*(Code 1979, § 9-3032)*

**Sec. 8-334. Correction of conditions by city.**

Violations of section 8-331 not corrected pursuant to section 8-333 may be corrected by a duly authorized agent of the city, and the cost of doing so shall be charged to the owner or occupant or other person in control of the property.

(Code 1979, § 9-3033)

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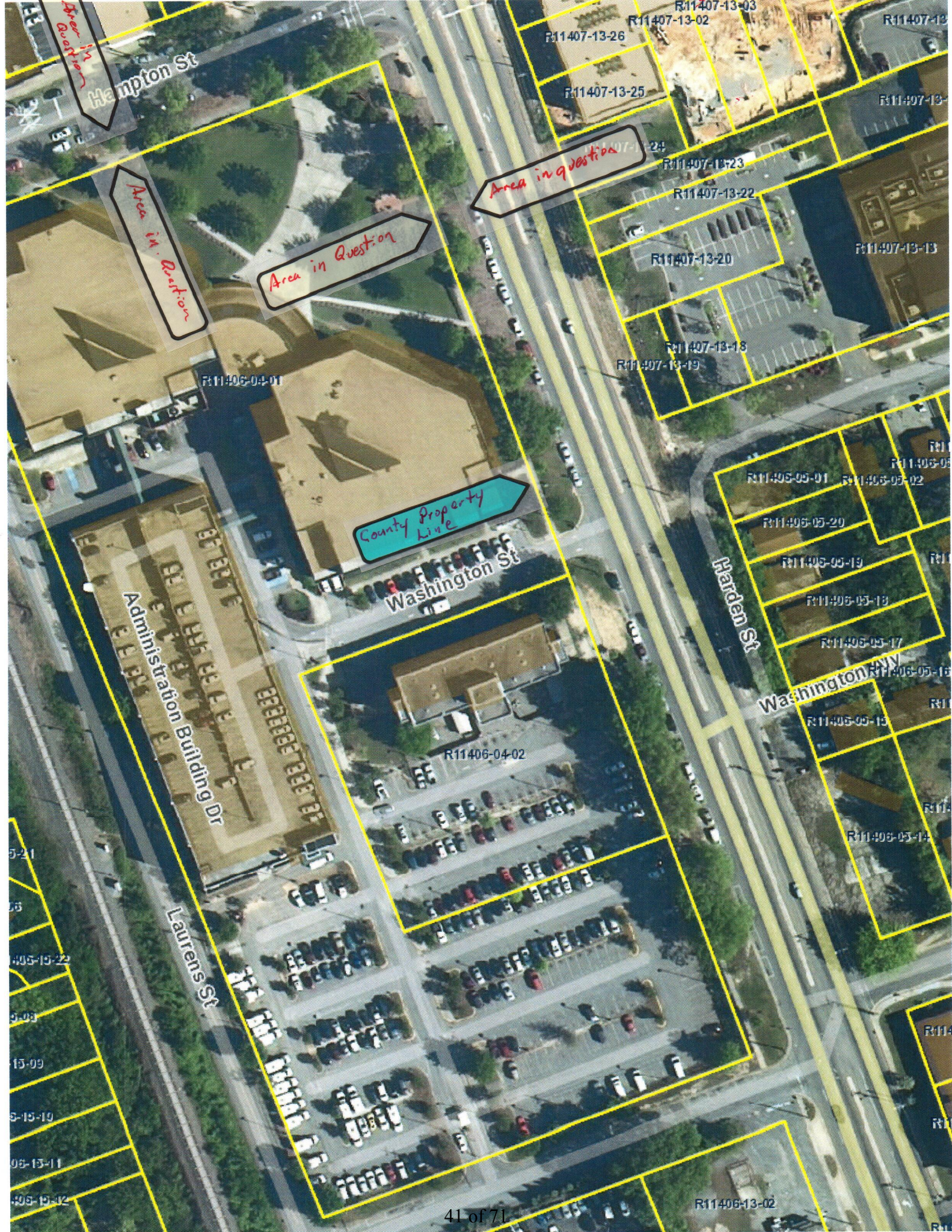
**FOOTNOTE(S):**

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--- (8) ---

**Cross reference**— *Streets, sidewalks and other public places, ch. 22.* ([Back](#))





Hampton St

Area in Question

Area in Question

Area in Question

County Property Line

Washington St

Administration Building Dr

Lauren's St

Harden St

Washington Ave

R11406-13-02



# Richland County Council Request of Action

**Subject:**

Finance Department: Approval of Council Donations

# Richland County Council Request of Action

**Subject:** Finance Department: Approval of County Donations

**A. Purpose**

In order to be in compliance with State law, Council is asked to approve donations to outside organizations made during FY16.

**B. Background / Discussion**

The State of South Carolina adopted the following budget proviso for FY16:

**110.6.** *(AS-TREAS: Transparency-Political Subdivision Appropriation of Funds)*

*(A) A political subdivision receiving aid from the Local Government Fund may not:*

- (1) appropriate money to any entity unless that appropriation appears as a separate and distinct line item in the political subdivision's budget or in an amendment to the political subdivision's budget; or*
- (2) except in cases of emergency or unforeseen circumstances, donate funds to a non-profit organization unless the amounts donated are appropriated on a separate and distinct line item in the political subdivision's budget or an amendment to the political subdivision's budget, that includes the names of the entities to which the donations are being made. In cases of emergencies or unforeseen circumstances, a political subdivision may donate funds to a non-profit organization if the amount and purpose of the proposed donation and the nature of the emergency or unforeseen circumstances necessitating the donation are announced in open session at a public meeting held by the governing body of the political subdivision and the funds are not delivered to the organization for five days following the announced intent to make the donation.*

*(B) A political subdivision receiving aid from the Local Government Fund may not appropriate money to any entity without the requirement that the entity provides at the end of the fiscal year a detailed description of the purposes for which the money was used.*

The State of South Carolina has mandated that donations be approved by the governing body and appear in the budget. Therefore, Finance has reviewed FY16 expenditures through April 26, 2016 and attempted to identify all donations that were not previously approved by the Council:

Council Member	Post Date	Description	Amount
Jeter	9/15/2015	NEW CASTLE CLEAN SWEEP	\$200.00
Jeter	9/16/2015	EAU CLAIRE COMMUNITY	\$500.00
Rush	8/3/2015	DEP. KEITH ANNUAL BACK TO S. BASH	\$100.00
Washington	8/3/2015	MT. PILGRIM BAPTIST CELEBRATE	\$250.00
Washington	9/9/2015	EASTOVER YOUTH – ICE CREAM SOC.	\$300.00
Washington	10/13/2015	DELTA SIGMA THE – MS. RED&WHITE	\$100.00
Jackson	9/17/2016	HICKORY RIDGE	\$200.00
	4/22/2016	PINEWOOD LAKE FOUNDATION (This is a payment related to flood damage to County owned property)	\$16,151.00

**C. Legislative / Chronological History**

None.

**D. Financial Impact**

There is no financial impact associated with this request as the payments have already been made.

**E. Alternatives**

1. Approve this recommendation to comply with State Law.
2. Do not approve and fail to be in compliance with State Law.

**F. Recommendation**

The donations above are the only ones that have been identified by Budget as being paid outside of full-Council approval. Therefore, it is recommended that Council formally approve the donations as required. The Grants Manager will be responsible for obtaining the detailed description as to how the funds were used, per 110.6 (B).

Recommended by: Daniel Driggers

Department: Finance

Date: May 9, 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

Date: 5/9/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**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.

**Administration**

Reviewed by: Tony McDonald

Date: May 19, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approve the aforementioned donations to comply with State Law.



# Richland County Council Request of Action

**Subject:**

Solid Waste: Potential Property Sale - Executive Session

# 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 (MCMB) property for mitigation, conservation, and tourism development 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.

The RCCC is currently selecting a contractor to produce a comprehensive framework and plan for this property and others to establish nature-based recreation and tourism in the Lower Richland area to encourage capture some of the \$6 million spent locally by the approximately 130,000 tourists who visit the Congaree National Park each year. The selected contractor will develop conceptual maps and plans, both property specific and for the envisioned tourism hub, which will provide a basis for the establishment, operation and long-term maintenance for the proposed tourist destination. The 769 acres is adjacent to the MCMB property and includes a large house, lake access, and upland areas which all can be used to develop activities to generate tourism.

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

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

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

March 22, 2016 Administrative & finance Committee – placed on consent agenda.

April 5, 2016 - Council directed staff to move forward as discussed in Executive Session

### **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 Hospitality Tax Fund Balance. 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: June 9, 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.

Additionally, given the multiple pressures currently being placed on the General Fund Reserves, I would recommend as an alternative that the County redirect the idle bonds funds that were issued for the now inactive “Sports Arena” project. This would be a good utilization of available funds that are currently costing the County for interest cost of carrying the debt.

Final approval by Council would need to formalize the method and terms of the financing/payment plan.

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/24/16

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: 6/24/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**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**

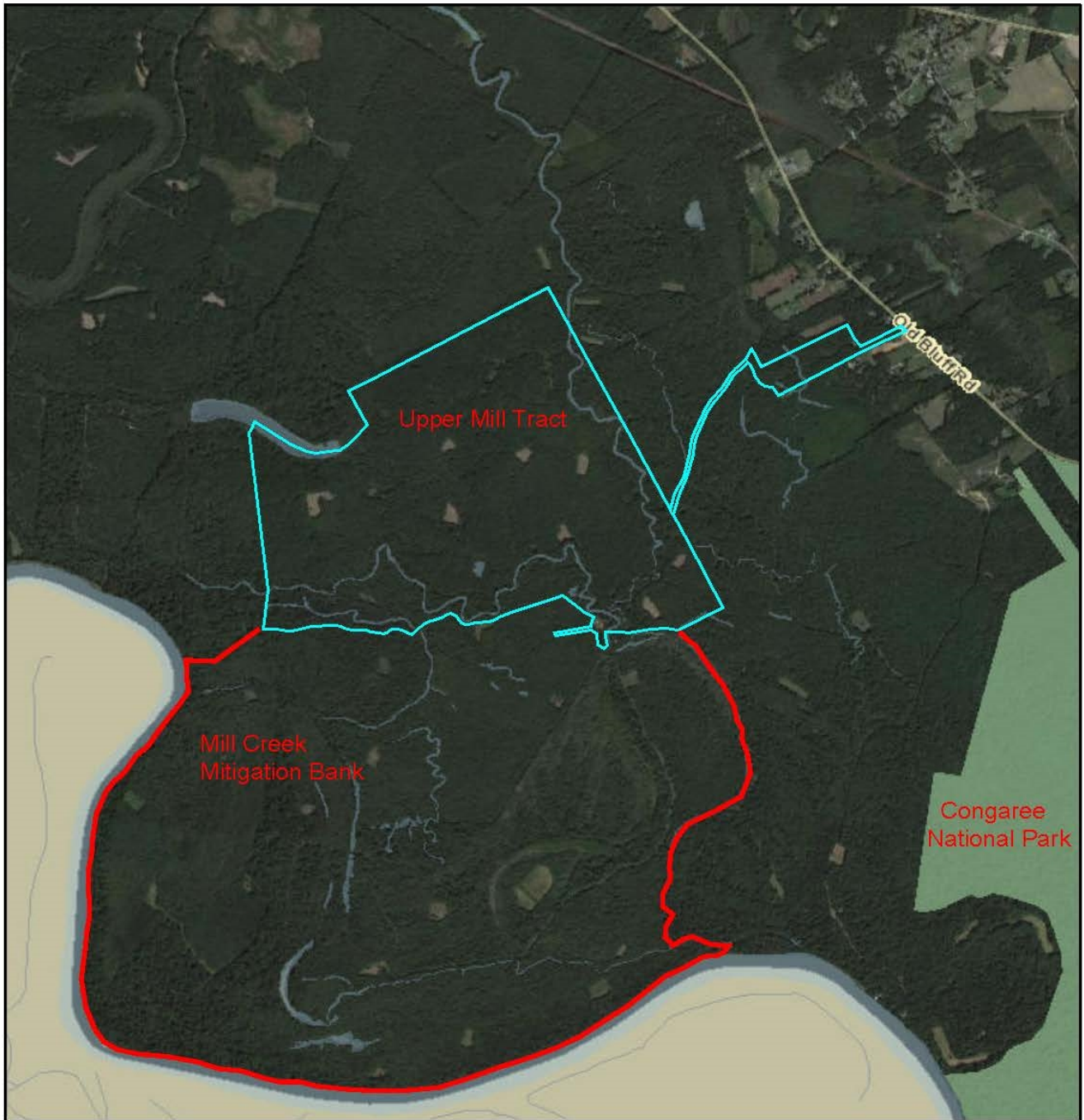
List of Equipment

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

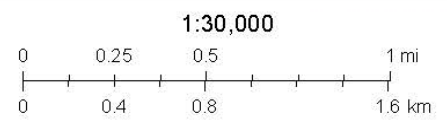
**EXHIBIT F**

[Attach map showing location of dam.]

# Mill Creek Tracts



March 1, 2016



## EXECUTIVE SUMMARY

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



## Richland County Council Request of Action

**Subject:**

Council Motion Regarding Transportation Penny Funds

**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.